DATED 2026

RODNEY BRIAN DALEY

to

CONTRACT OF SALE OF LAND

Property: Apartment 119, 99 Nott Street, Port Melbourne VIC-3207

Fast Settle

C/- Fast Settle
PO_BOX 8249
TARNEIT VIC 3029
Tel: 0423 382 568
Fax:
Ref: MS:S 3299 LS

Contract of Sale of Land

Property:

Apartment 119, 99 Nott Street, Port Melbourne VIC 3207

Fast Settle
L 6
Suite 611, 87 Overton Rd
WILLIAMS LANDING VIC 3027
Tel: 0423 382 568
C/- Fast Settle, PO_BOX 8249, Tarneit VIC 3029
Ref: MS:S 3299 LS

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Rodney Brian Daley

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

Table of Contents

Particulars of Sale 6
Special Conditions 8
General Conditions 9

Particulars of Sale

Vendor's estate agent

Name: XYNERGY- Lisa Suryawan

Address:

Email: lisa.s@xynergy.com.au

Tel: 0450540168 Mob: Ref:

Vendor

Name: Rodney Brian Daley

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Fast Settle

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

Email: info@fastsettle.com.au

Tel: 0423 382 568 Mob: Ref: S 3299 LS

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10841	Folio	280	119	PS PS501394H

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Apartment 119, 99 Nott Street, Port Melbourne VIC 3207

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

.....

Payment

Price $ .....

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

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

- the above date; and
- the 21st day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Special Condition

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

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

1. ACKNOWLEDGMENT BY THE PURCHASER

The Purchaser acknowledges that:

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

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

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

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

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

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

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

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

2. AMENDMENTS TO GENERAL CONDITIONS OF THE CONTRACT OF SALE

The parties acknowledge and agree that:

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

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

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

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

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

3. IDENTITY OF PROPERTY

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

4. CONDITION OF PROPERTY AND BUILDING REGULATIONS

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

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

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

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

5. SWIMMING POOL OR SPA

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

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

6. PURCHASER FAILING TO COMPLETE

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

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

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

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

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

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

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

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

7. STAMP DUTY: PURCHASER BUYING UNEQUAL INTERESTS

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

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

7.3 The Purchasers shall fully indemnify the Vendor, the Vendor's agent and the Vendor's Solicitor/Conveyancer against any claim or demand that may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract.

7.4 This Special Condition does not merge on completion.

8. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (CTH)

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

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

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

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

9. RESTRICTION AS TO USE

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

10. NO MERGER

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

11. STATEMENT OF AJDUSTMENTS

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

12. CONTRACT VARIATION OR REQUESTS FOR EXTENSION OF TIME

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

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

13. RESCHEDULE OF SETTLEMENT

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

14. DEPOSIT

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

15. LEASE

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

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

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

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

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

15.6 This special condition does not merge at settlement.

16. FINANCE CONDITION

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

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

17. AUCTION RULES

Where the Property is offered for sale by public Auction,

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

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

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

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

18. HOLIDAY CLOSURE AND FINAL DATE OF SETTLEMENT

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

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

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

19. GUARANTEE AND INDEMNITY

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

Sale of Land (Public Auctions) Regulations 2014
Schedule 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

2. The auctioneer may refuse any bid.

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

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

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

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

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

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

Sale of Land (Public Auctions) Regulations 2014
Schedule 5

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

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

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

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

The auctioneer can only make a vendor bid if –

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

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

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

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

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

Forbidden activities at auctions
The law forbids –

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

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

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

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

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

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

GUARANTEE AND INDEMNITY

To the vendor ("the Vendor")

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

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

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

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

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

VENDOR

PURCHASER

OF

GUARANTOR

OF

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

SIGNED SEALED AND DELIVERED)

BY THE SAID GUARANTOR)

IN VICTORIA IN THE PRESENCE OF)

)

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

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

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

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

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14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

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(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

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

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

the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

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(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

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(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

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

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

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

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

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

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

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

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without affecting the vendor's other rights under this contract;

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Vendor Statement

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

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

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

Land	APARTMENT 119, 99 NOTT STREET, PORT MELBOURNE VIC 3207

Vendor's name	Rodney Brian Daley	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: $10,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

☒ Is in the attached copies of title document/s

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 10841 FOLIO 280 Security no : 124139877917P
Produced 21/10/2026 04:16 PM

LAND DESCRIPTION

Lot 119 on Plan of Subdivision 501394H.
PARENT TITLES :
Volume 09935 Folio 285 Volume 09975 Folio 123
Created by instrument PS501394H 16/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RODNEY BRIAN DALEY of 57 BECKET STREET NORTH GLENROY VIC 3046
AD364494Q 13/01/2005

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AD364495N 13/01/2005
ST. GEORGE BANK LTD

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

DIAGRAM LOCATION

SEE PS501394H 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 119 99 NOTT STREET PORT MELBOURNE VIC 3207

ADMINISTRATIVE NOTICES

NIL

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS501394H

DOCUMENT END

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SUBDIVISION ACT 1988	STAGE No.	LR USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION		**EDITION 3**	**PS 501394H**

LOCATION OF LAND

PARISH: MELBOURNE SOUTH
CITY OF PORT MELBOURNE

TOWNSHIP: ------

SECTION: 3

CROWN ALLOTMENT: 5B (PART) AND 6B (PART)

CROWN PORTION: ------

LR BASE RECORD: O.C.M.B

TITLE REFERENCES: VOL.9975 FOL.123
VOL.9935 FOL.285

LAST PLAN REFERENCE:

POSTAL ADDRESS: 95-101 NOTT STREET
(at time of subdivision) PORT MELBOURNE 3207

AMG CO-ORDINATES: E 318 480 ZONE: 55
(of approximate centre of land in plan) N 5 809 704

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL / BODY / PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : CITY OF PORT PHILLIP REF : 154/2001

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.
2. ~~THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~ .
3. ~~THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

OPEN SPACE

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / ~~HAS NOT~~ BEEN MADE.

(ii) THE REQUIREMENT HAS BEEN SATISFIED.

(iii) ~~THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

COUNCIL DELEGATE

~~COUNCIL SEAL~~

DATE 25/10/04

~~RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988~~

~~COUNCIL DELEGATE~~

~~COUNCIL SEAL~~

~~DATE / /~~

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY

STAGING THIS IS NOT A STAGED SUBDIVISION
PLANNING PERMIT No.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS G1-G5 (BOTH INCLUSIVE), 101-119 (BOTH INCLUSIVE), 201-219 (BOTH INCLUSIVE), 301-315 (BOTH INCLUSIVE), 401-415 (BOTH INCLUSIVE) AND 501-513 (BOTH INCLUSIVE)

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:
MEDIAN OF WALLS, FLOORS AND CEILINGS

ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS AND SHAFTS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

SURVEY THIS PLAN IS BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----------
IN PROCLAIMED SURVEY AREA No. ----------

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF

LR USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
RECEIVED ☑
DATE 10 / 11 / 04

LR USE ONLY
PLAN REGISTERED
TIME 3:20PM
DATE 16 / 11 / 04

.....
ASSISTANT REGISTRAR OF TITLES

.....
DATE 25/ 10 /04
COUNCIL DELEGATE SIGNATURE

SHEET 1 OF 11 SHEETS

ORIGINAL SHEET SIZE A3

Reeds Consulting Pty Ltd ACN 007 445 618 ABN 17 251 975 971
21 Bouverie Street Carlton 3053
phone (03) 9349 4277 fax (03) 9362 2766
e-mail survey@reedscon.com.au
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LICENSED SURVEYOR (PRINT) .....ALAN DAVID NORMAN.....
SIGNATURE ..... DATE 15/10/04

REF: 20142/PS VERSION: E DATE: 3/09/04 1PS1E.DGN

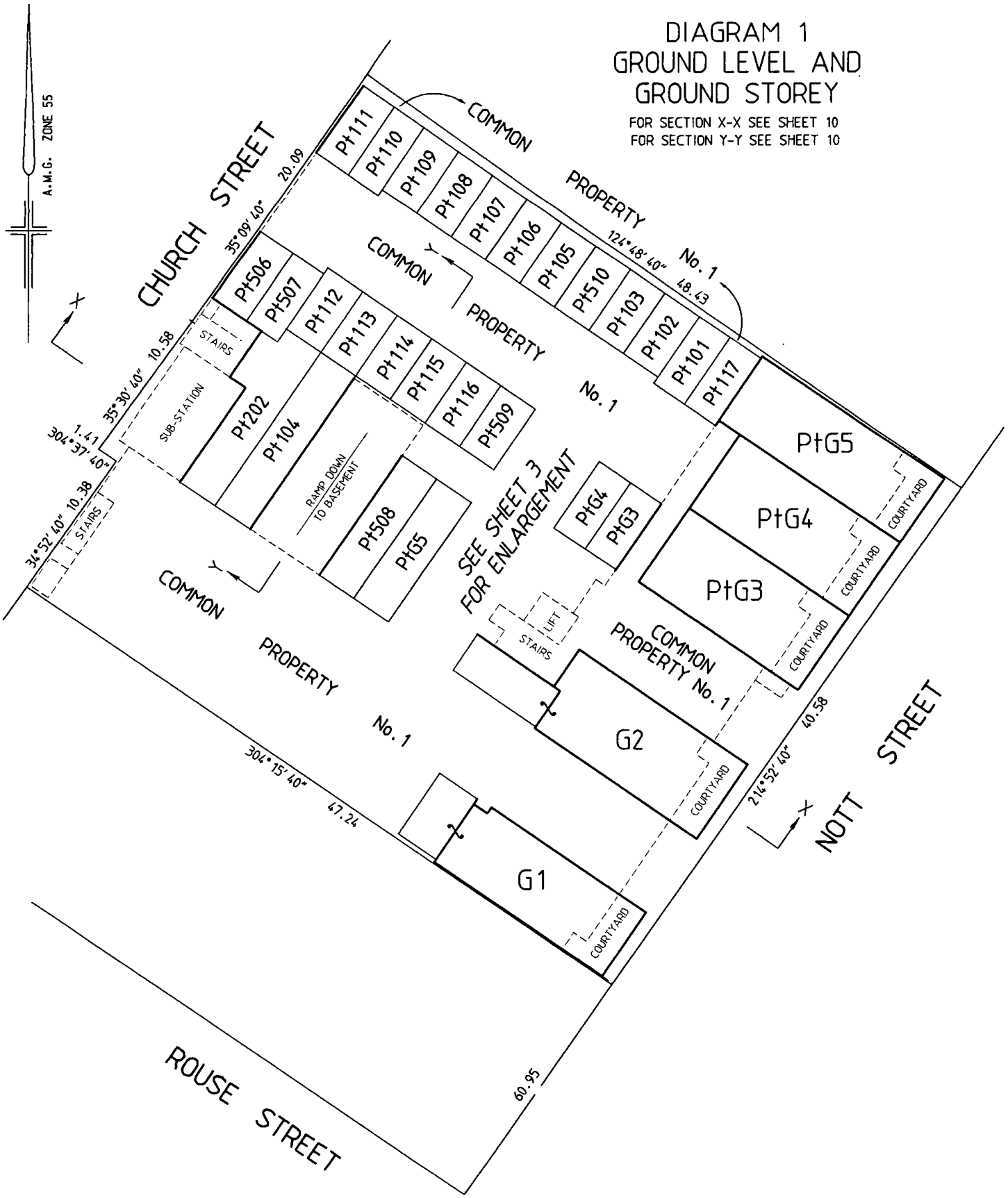
VERSION E

Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 2 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 1
GROUND LEVEL AND GROUND STOREY

FOR SECTION X-X SEE SHEET 10
FOR SECTION Y-Y SEE SHEET 10



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SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 2 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS2E.DGN	

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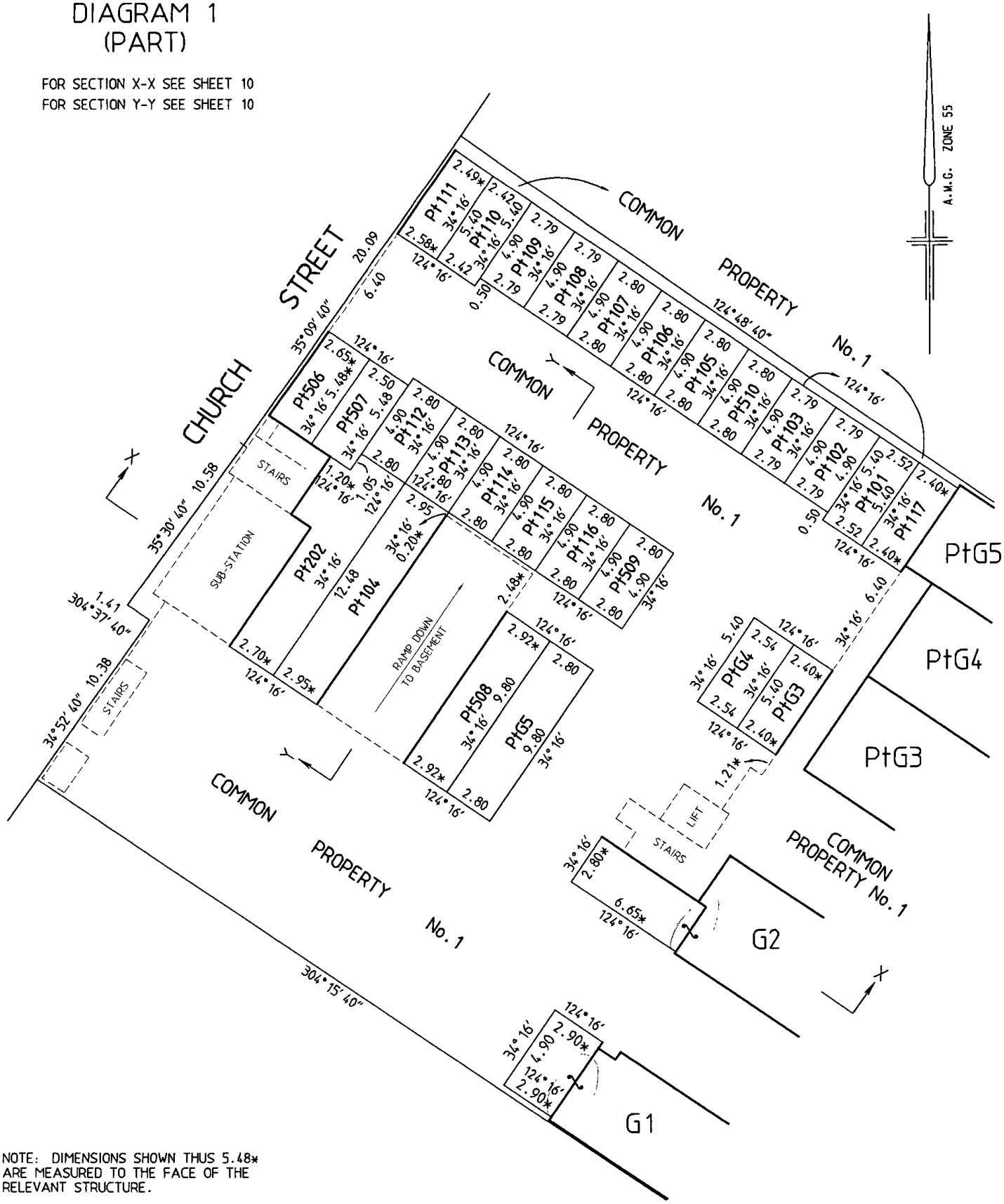
VERSION 3

Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 3 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

ENLARGEMENT DIAGRAM 1 (PART)

FOR SECTION X-X SEE SHEET 10
FOR SECTION Y-Y SEE SHEET 10



NOTE: DIMENSIONS SHOWN THUS 5.48* ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 3 OF 11 SHEETS
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS3E.DGN	

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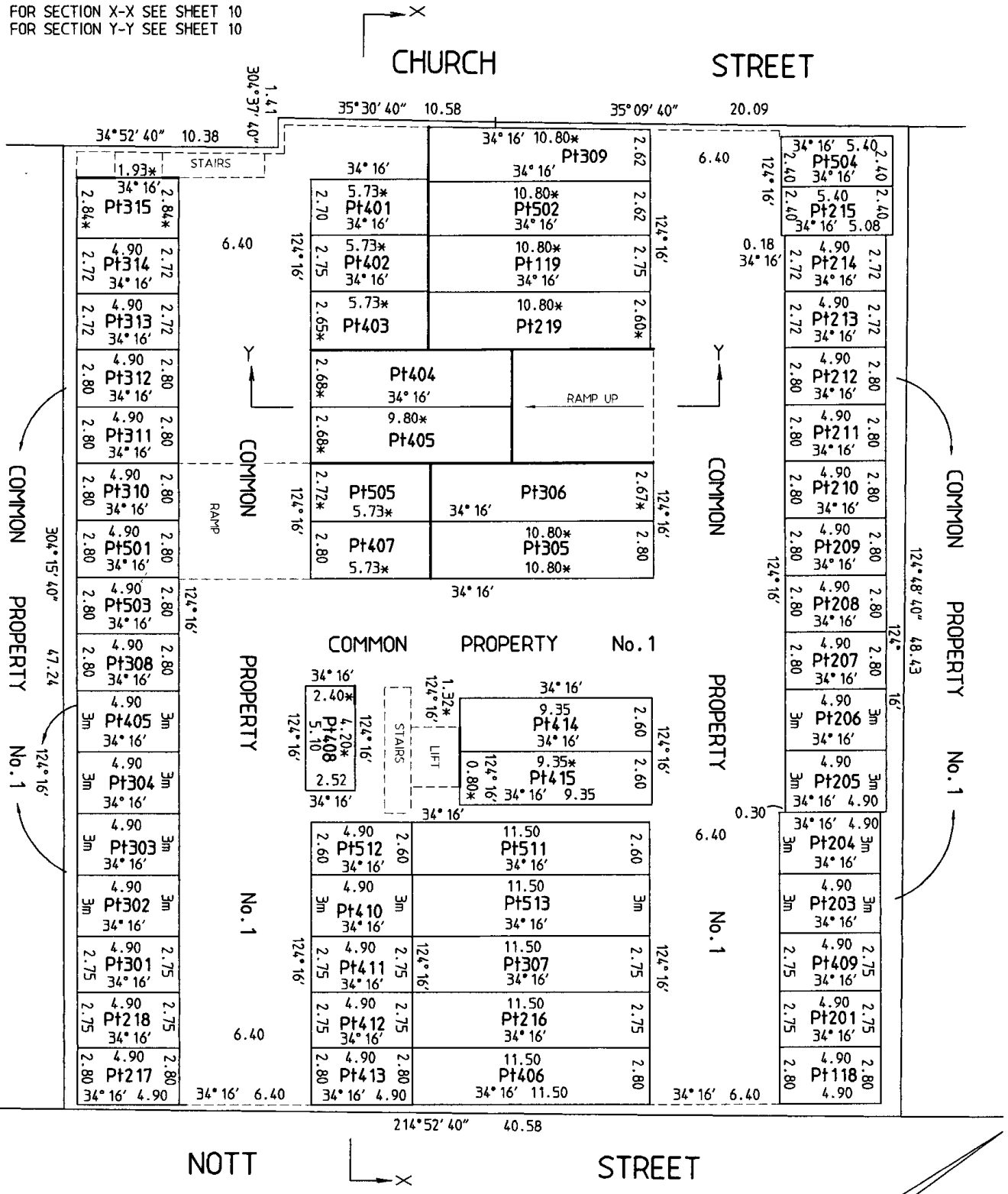
VERSION 3

Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 4 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 2
BASEMENT

FOR SECTION X-X SEE SHEET 10
FOR SECTION Y-Y SEE SHEET 10



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

A.M.G. ZONE 55

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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 4 OF 11 SHEETS
2 0 2 4 6 8 LENGTHS ARE IN METRES	1:200	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
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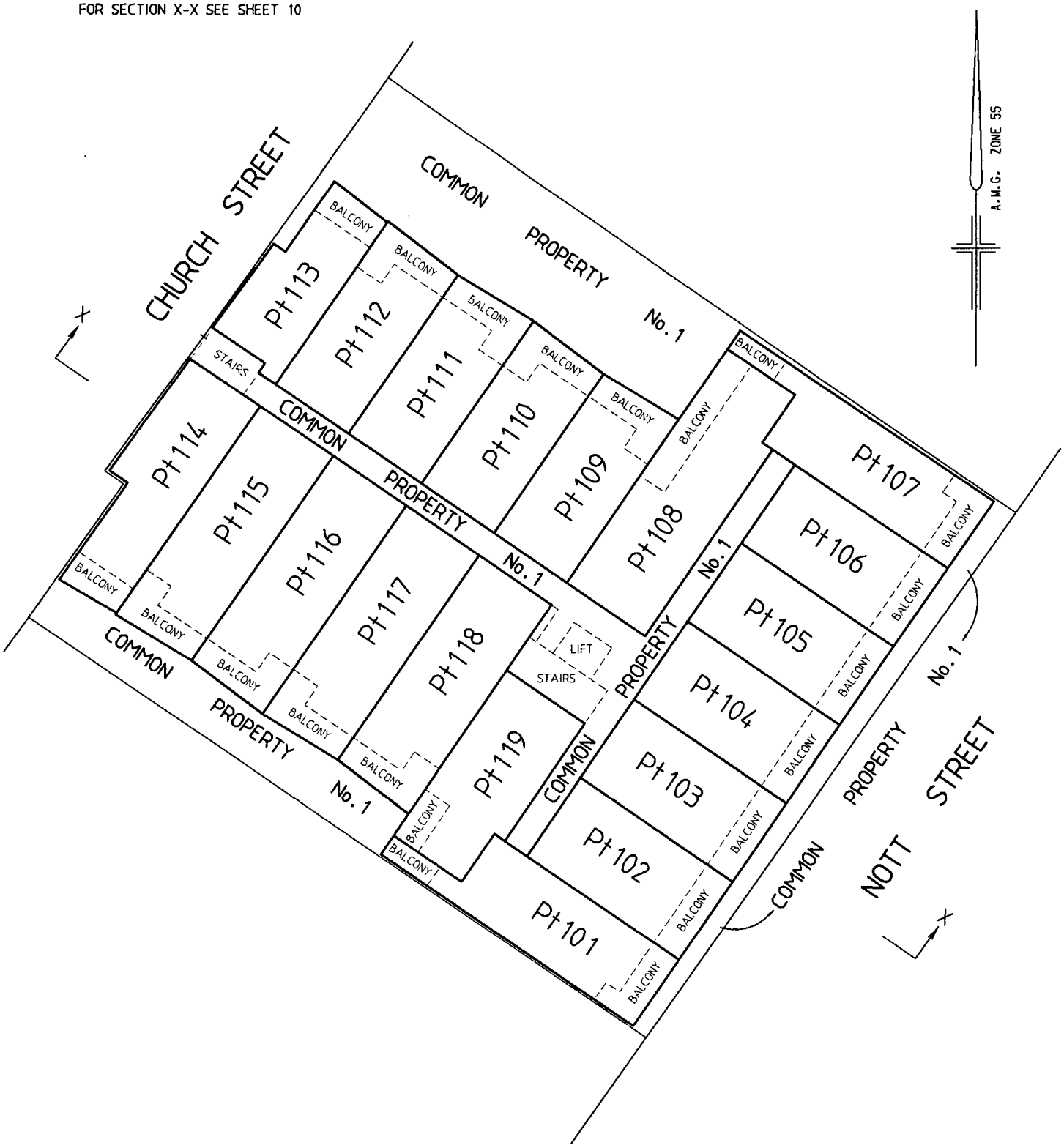
VERSION A

Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 5 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 3
FIRST STOREY

FOR SECTION X-X SEE SHEET 10



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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 5 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS5E.DGN	

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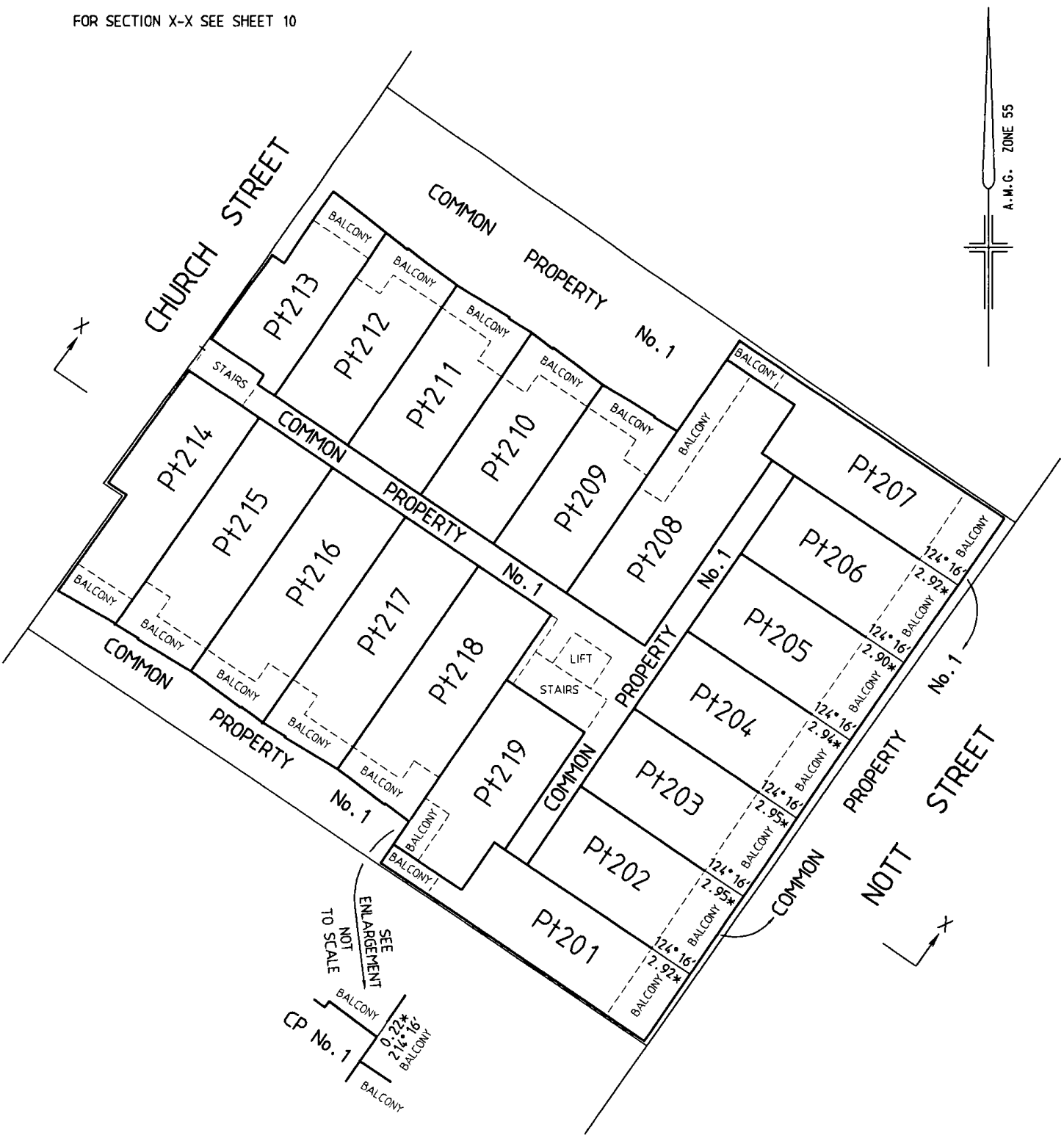
VERSION E

Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 6 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 4
SECOND STOREY

FOR SECTION X-X SEE SHEET 10



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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 6 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15 / 10/04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS6E.DGN	

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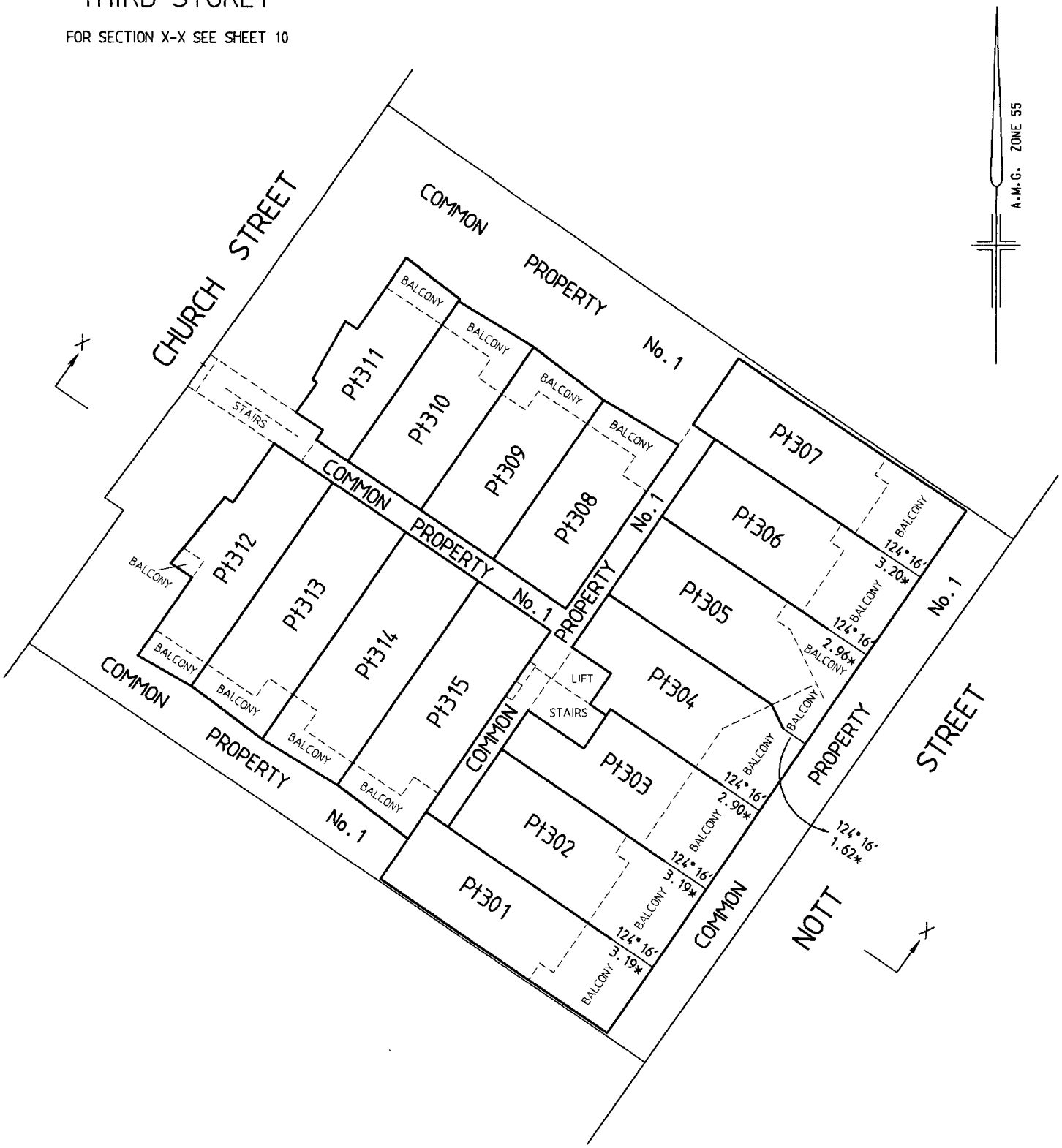
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Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 7 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 5
THIRD STOREY

FOR SECTION X-X SEE SHEET 10



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

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SCALE	ORIGINAL SCALE	ORIGINAL SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 7 OF 11 SHEETS
5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS7E.DGN	

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

VERSION 3

Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 8 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 6
FOURTH STOREY

FOR SECTION X-X SEE SHEET 10



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

SCALE 5 0 5 10 LENGTHS ARE IN METRES

ORIGINAL SCALE 1:250 SHEET SIZE A3

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

SIGNATURE ..... DATE 15 / 10 / 04

REF: 20142/PS VERSION: E DATE: 3/09/04 1PS8E.DGN

SHEET 8 OF 11 SHEETS

..... DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE

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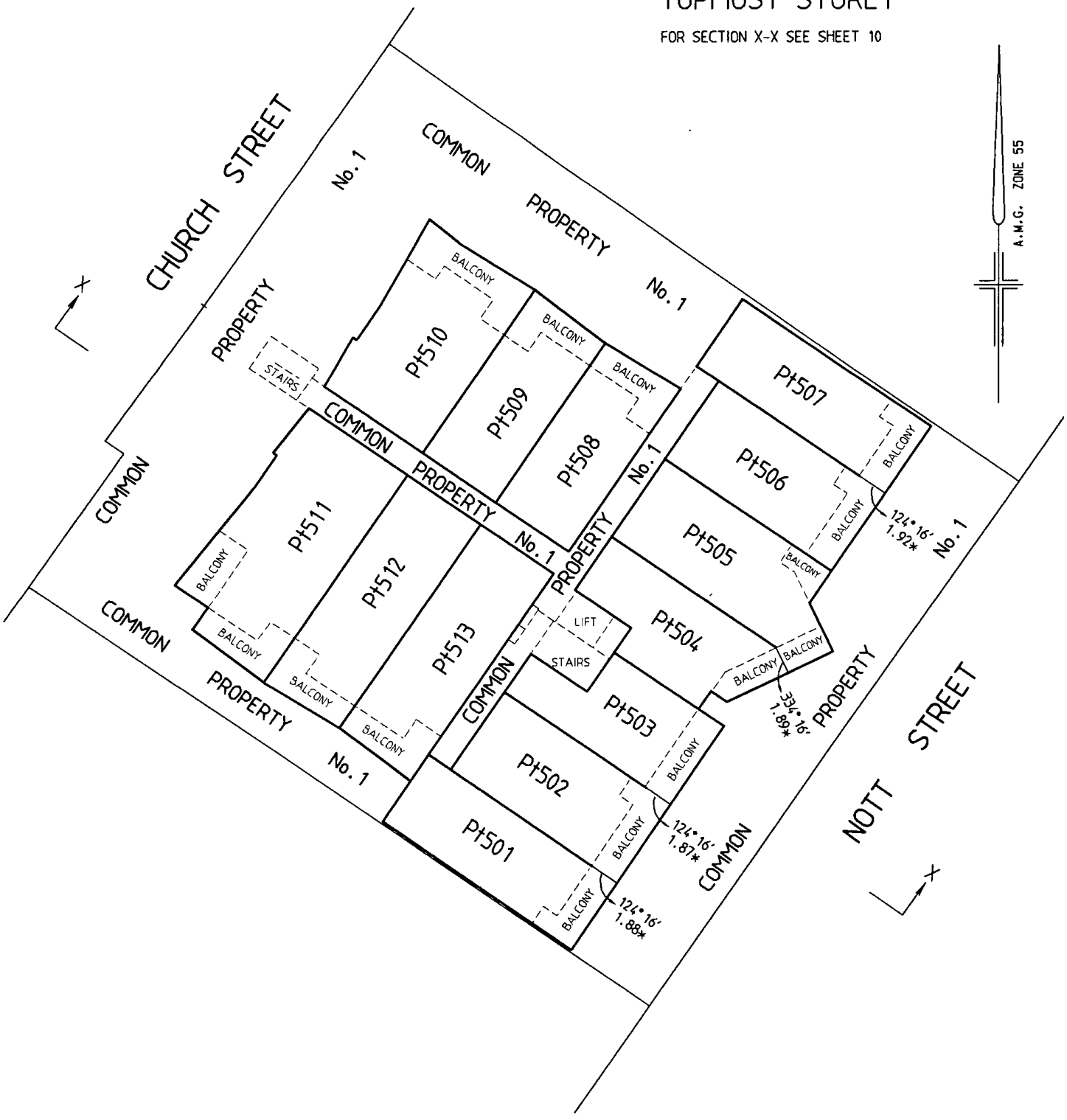
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Delivered by LANDATA®, timestamp 21/10/2026 16:24 Page 9 of 12

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**

DIAGRAM 7
TOPMOST STOREY

FOR SECTION X-X SEE SHEET 10



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

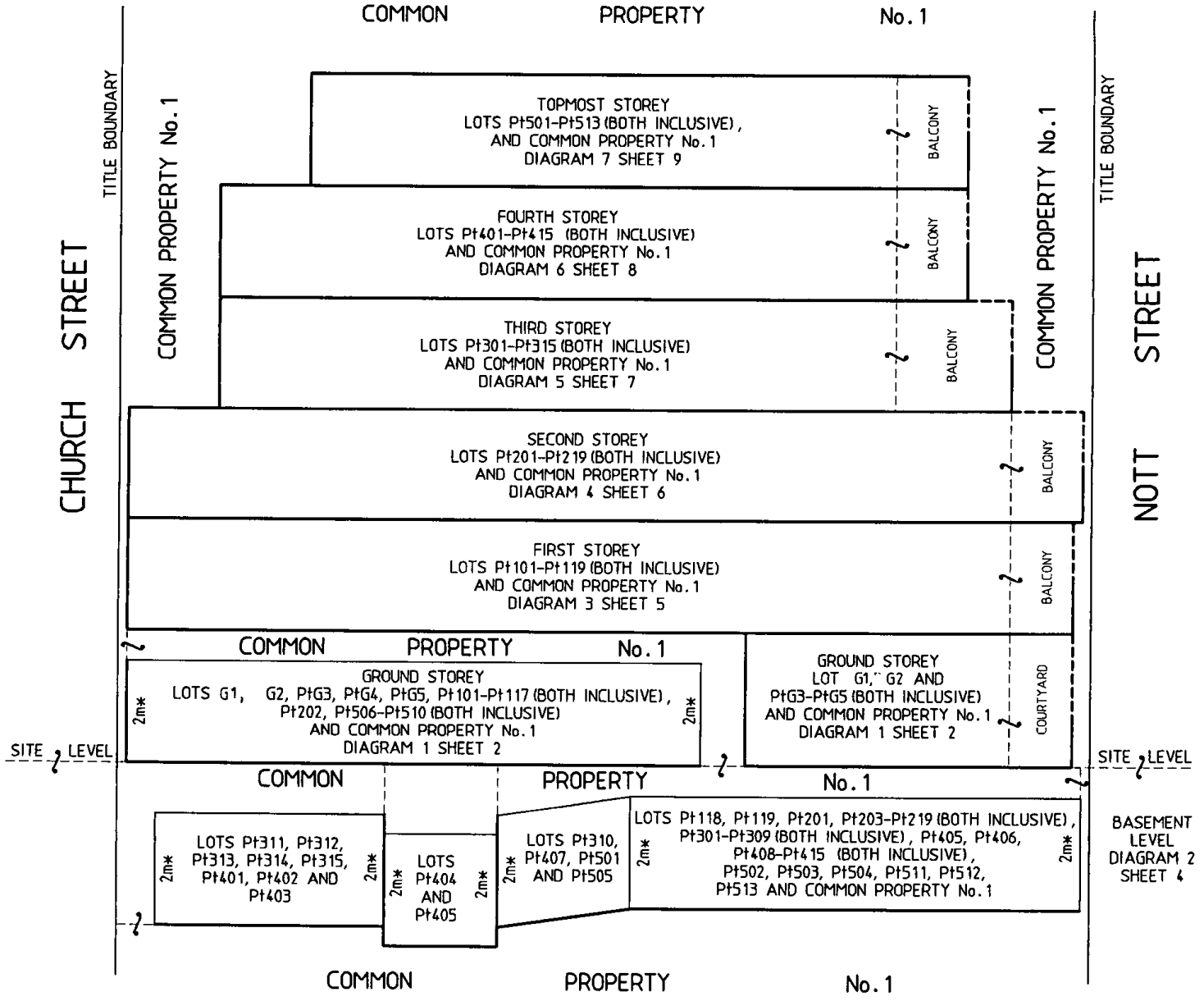
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5 0 5 10 LENGTHS ARE IN METRES	1:250	A3	SIGNATURE ..... DATE 15 / 10 / 04	DATE 25 / 10 / 04 COUNCIL DELEGATE SIGNATURE
			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS9E.DGN	

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VERSION 3

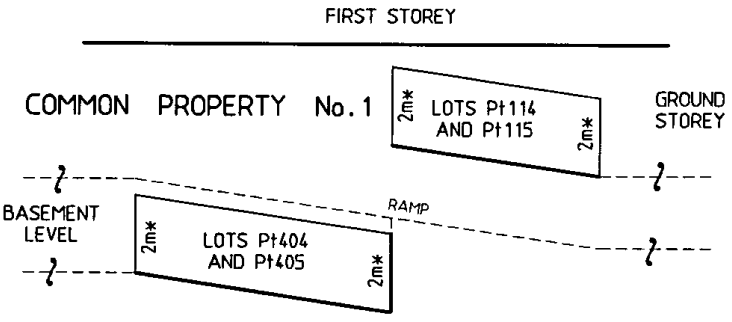
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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		**PS 501394H**



TYPICAL ELEVATION X-X

NOT TO SCALE



CROSS SECTION Y-Y

NOT TO SCALE

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

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SCALE	ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN	SHEET 10 OF 11 SHEETS
NOT TO SCALE		A3	SIGNATURE ..... DATE 15/10/04	DATE 25/10/04
LENGTHS ARE IN METRES			REF: 20142/PS VERSION: E DATE: 3/09/04 1PS10E.DGN	COUNCIL DELEGATE SIGNATURE

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

VERSION 3

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FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS 501394H

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		CHANGE OF ADDRESS	AD442082G		2	MLE
		BODY CORPORATE ADDITIONAL RULES	AD466105M	1/8/05	3	HJR

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1303385

APPLICANT'S NAME & ADDRESS

FAST SETTLE, CARE OF LANDCHECKER C/- LANDATA

DOCKLANDS

VENDOR

DALEY, RODNEY BRIAN

PURCHASER

NA, NA

REFERENCE

SEARCH-1793144606-YBFIV

This certificate is issued for:

LOT 119 PLAN PS501394 ALSO KNOWN AS 119/99 NOTT STREET PORT MELBOURNE
PORT PHILLIP CITY

The land is covered by the:
PORT PHILLIP PLANNING SCHEME

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

The land:
- is included in a MIXED USE ZONE
- is within a ENVIRONMENTAL AUDIT OVERLAY
and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1-2

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/portphillip)

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

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

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

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

28 October 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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

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

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

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



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Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

OWNERS CORPORATION FEE NOTICE

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

Tax Invoice

Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE VIC 3207
ABN: 20966096338

Address of the Owners Corporation
Owners Corporation Plan No. 501394
c/o Binks & Associates Pty Ltd
PO Box 67, SURREY HILLS VIC 3127
Ph: 03 9536 5700
E-mail: oc501394@binksandassociates.com.au

Lot: 119

Date of Notice: 24/08/2026

Mr R Daley
PO Box 681
GLENROY VIC 3046

Notice is hereby given by Owners Corporation Plan No. 501394 pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.
(All amounts listed include GST unless otherwise specified.)

Due Date	Ref.	Details	Admin	Maintenance	Int/Disc	Paid	Due
01/10/2026	805	Quarterly fee (01/10/26 - 31/12/26) ^	$978.40	$411.20	$0.00	$0.00	$1,389.60
^ Current period levies in this Tax Invoice total $1,389.60. GST included is $126.33.					**Total of the above charges***		**$1,389.60**

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

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

Payment details

Payment methods (how and where to pay)

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

Pay ID

PayID®:
268750783609559716l@deft.com.au

Pay with PayID from your online banking.
First time paying with us? Pay using another method first to activate your PayID.

deft.com.au

DEFT Reference Number:
2687507836095597161

Visit **deft.com.au** to pay by bank account with your DEFT profile.

BPAY

Biller Code: 96503
Ref: 2687507836095597161

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

Post Billpay

*496 268750783 6095597161

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to BCP 501394

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OWNERS CORPORATION FEE NOTICE

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

Important information on fees and charges

(This page is part of the Fee Notice)

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

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

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

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

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

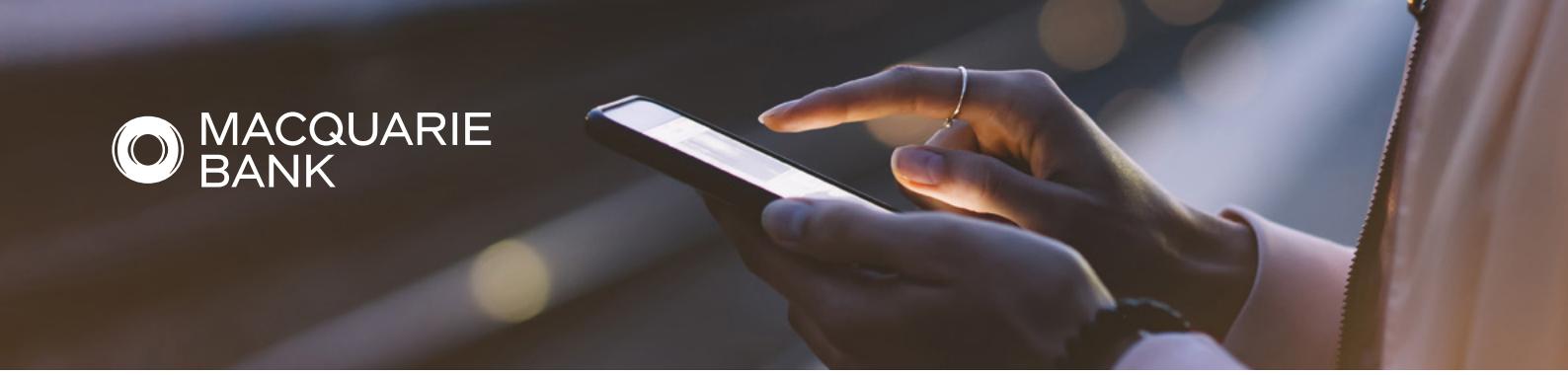
Internal Dispute Resolution process
If you believe the Manager, a Lot owner or Occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.

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

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

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

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



DEFT payment methods - what's changing for payers

We're evolving the payment options available on DEFT to focus on fast, fee-free methods, and removing the option to pay by card.

What's changing

- From **1 October 2026**, you'll no longer be able to make payments on deft.com.au using a credit or debit card.
- Any payments you may have already scheduled from 1 October 2026 will be cancelled on this date.

You can make DEFT payments using the options outlined below.

To find out more, visit **www.deft.com.au/change**

DEFT payment options

PayID®

PayID is a fast and easy way to pay your bills. Make instant[1], fee-free payments via mobile or internet banking using <deftreferencenumber>@deft.com.au. Read our simple instructions on **using PayID for DEFT payments**. You can now **get your PayID for DEFT** before paying.

BPAY®

Pay by mobile or internet banking using the DEFT Biller Code advised by your biller. Use your DEFT reference number as the Customer Reference Number.

deft.com.au

Pay by bank account with your DEFT profile. Make one-off, future-dated or recurring payments. Or set up a direct debit arrangement for your biller to debit payments when due[2]

Australia Post

Pay in-store at Australia Post via eftpos or cheque. You'll need a barcode generated by your biller. This can usually be found on your invoice or levy notice for strata lot owners.

It's important to know that billers may not offer all payment options.
Please check your DEFT invoice, levy notice, or ask your biller to know which options are available to you.

Top tips to keep your accounts safe

- If your biller provides updated payment details by email, it's important to get verbal confirmation the request is genuine before making payments to the new details.
- Always pay directly via one of the methods outlined in this flyer.
- Never make payments to third parties who may offer you a discount on your bill.

1. PayID payments made on a non-business day will not be settled until the next business day. Some banks may apply a hold or delay on payments to complete fraud security checks.
2. Only for billers who offer 'Biller Initiated Direct Debit' (BIDD)

This information has been prepared by, and DEFT is issued by, Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502 (MBL) and doesn't take into account your objectives, financial situation or needs. Before making any financial investment decision or a decision about whether to acquire DEFT you should read the DEFT Payer Product Disclosure Statement and also seek independent financial, legal and taxation advice.
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South East Water

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

RODNEY B DALEY
PO BOX 681
GLENROY VIC 3046

Account number: 15385955
Date due: 24 August 2026

Last bill		Payments received		Balance	Current charges	Total due
$176.05	–	$176.05cr	=	$0.00	+ $185.05	$185.05

Your account breakdown

Issue date	05 August 2026
Property	Unit 119 95-101 Nott Street PORT MELBOURNE VIC 3207
Property reference	09B//03683/00207
Last bill	$176.05
Payment received	$176.05cr
Balance brought forward	$0.00
Our charges (no GST)	$129.36
Other authorities' charges (no GST)	$55.70
Total due	**$185.05**

Your snapshot

Average daily cost **$1.42**

Payment options

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

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1001 5385 9500 003

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

eft **EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **15385955**
Account name: **South East Water Corporation**

Post Billpay
BillpayCode: 0361 Ref: **1001 5385 9500 003**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

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

Property ref: 09B//03683/00207
UNIT 119 95-101 NOTT STREET
PORT MELBOURNE VIC 3207

*361 100153859500003

PN09B

Total due: $185.05
Account number: 15385955
Date paid:
Receipt number:

+000000153859555> +009124+ <0000000000> <0000018505> +444+

Our charges

Service charges

For period 01/07/26 to 30/09/26

Water service charge	$19.49
Sewerage service charge	$109.87
Total service charges	**$129.36**
Our charges	**$129.36**

Other authorities' charges

	Charge
Parks charge 01/07/26 to 30/09/26	$23.06
Waterways and Drainage charge 01/07/26 to 30/09/26	$32.64
Total other authorities	**$55.70**
Total current charges	**$185.05**

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/07/26 to 30/09/26**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/07/26 to 30/09/26**.

Additional information

Payment assistance

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

Our customer charter

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

Your new bill is on the horizon

We're refining the design to make it simpler and easier to read. Want a preview?

Visit **southeastwater.com.au/yourbill**



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

South East Water

Your prices and services in 2026–27



Delivering for you in 2026–27

Water is a big part of our everyday life. Whether you're turning on the tap, making a coffee or running the washing machine, we're there behind the scenes to supply safe drinking water and take away wastewater safely. Day in, day out.

For 2026–27, prices have risen to cover the increased cost to deliver water and sewerage services. This includes costs associated with producing 150 billion litres of desalinated water to support our growing water needs in our homes, businesses and community.

We're here to help

We know even a small change can have a big impact. If you need payment support, flexible options are available.

An increase to your bill

The average quarterly bill* will increase by around **$19.65** per quarter for owner-occupiers, **$12.65** for tenants, and **$24.20** for small businesses. Trade waste charges will increase in line with inflation.

Other authorities' charges

The parks charge will increase by 61 cents per quarter for residential owner-occupiers. For business customers, the variable net annual value-based (NAV) parks charge is rising slightly.

The Melbourne Water waterways and drainage charge will increase by **$1.39** per quarter for residential customers. For business customers, this charge will move from a net annual value–based price to a fixed charge of **$49.04** per quarter.

*average bill based on annual water use of 150,000 litres (or 150 kilolitres).

See your payment options at **southeastwater.com.au/extrasupport**

See detailed pricing at **southeastwater.com.au/26-27prices**

What your residential bill pays for:

32%
Water supply services

Buying drinking water from Melbourne Water and keeping it safe and reliable. We buy around 170 billion litres per year.

26%
Upgrades

Upgrading and building water and sewer pipes, pumps, and treatment plants to support growing communities. We've upgraded 10.8km water pipes in 2024–25.

20%
Sewer services

Safely removing, treating and disposing of your wastewater. We've managed 148 billion litres of sewage.

22%
Operating costs

Responding to water and sewer faults 24/7, customer support and delivering 8.5 billion litres of recycled water to households and businesses.

*figures from 2024-25

How to get payment support

More information at
southeastwater.com.au/support

Sign in or register at
mysoutheastwater.com.au
(have your account number handy)

Call 13 18 51



How to get in touch

Enquiry form
southeastwater.com.au/enquiries

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 03 9101 5601)

Faults and emergencies 13 28 12 (24hrs)

Report a leak or check water interruptions
live.southeastwater.com.au

Follow us on social for updates

southeastwater.com.au

Need an interpreter?

03 9209 0130 إذا كنت تحتاج لمترجم، اتصل بالرقم

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

Search

Confirmation

Scheduled

Your payment will be received within our standard cut-off times.

Payment summary

BPAY® receipt number	**Available after payment processed**

Payer

From	**Altitude Platinum Mastercard xxxx xxxx xx29 0804**

Payee

To	**COPP - PAYMENTS** **COPP - PAYMENTS - Biller code 356899**
Customer reference number	**202904812368685**

Payment details

Amount	**$374.20**
Scheduled payment date	**28 Sep 2026**
Payment ID	**c2242353-506e-43a6-a995-d393d0f308cd**

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OWNERS CORPORATION CERTIFICATE

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

Owners Corporation Plan No. 501394

95-101 Nott Street PORT MELBOURNE

This certificate is issued for lot 119 on Plan No. 501394

Address for delivery of this certificate : Info Track

Date the application was received : 21/10/2026

Date of issue : 27/10/2026

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

Prepared by:

Binks & Associates Pty Ltd

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

1. The current fees for the above Lot are $5,558.40 per annum until resolved otherwise. Fees are payable Quarterly in advance.

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

3. The unpaid fees now total $0.00.

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

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

   Water penetration and structural strengthening - carpark
   Structural strengthening of the ground floor car park slab was completed by the Owners Corporation in 2026. The works are currently within the defect liability period during which any defects identified are to be referred to the builder for rectification in accordance with the provisions of the construction contract.

   Maintenance plan review
   The Owners Corporation has resolved to undertake a review of the maintenance plan following anticipated completion of the carpark project referred above. Maintenance fund contributions may be varied subject to the outcome of the review of the maintenance plan and adoption of the amended plan.

   Entrance and foyer upgrade
   This matter was discussed at the 2018 Annual General Meeting, but it has been put on hold until costs of car park repairs are known and decisions are made. In the meantime the Owners Corporation is seeking consultants' advice regarding design options. Costs may be covered by the Maintenance Fund and/or General Fund, or a levy may be required.

   Air conditioning
   Refer to the attached circular to owners, dated 25/02/2014. The Owners Corporation has since received advice that Fujitsu DC Inverter - Model AOTG24KMCA is a suitable replacement system that is able to utilise existing suspended brackets and piping. The Owners Corporation recommends owners make their own enquiries to confirm this information, if applicable.

   Fire panel
   The Owners Corporation has received advice that the fire panel currently in place at the property is obsolete and will require replacement in the near future. A quote in the order of $20,000 has been obtained for replacement of the panel. Other elements of the system may require to be upgraded at the same time. The total costs of the upgrade are not known. The costs of the works are expected to be covered by the maintenance fund, levies will only be required in the event of a significant shortfall from allocated funds within the maintenance fund.

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

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

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

6. The Owners Corporation presently has the following insurance cover:

Company	CHU
Policy No.	HU0028397
Kind of policy	Strata
Building cover	$76,520,000.00
Public Liability	$30,000,000.00
Buildings covered	All
Insurance period	24/05/2026 - 24/05/2027

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

8. The total funds held by the Owners Corporation as at 31/12/2025 are as per the attached financial statements which include the statement of financial position of the Owners Corporation.

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

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

    - OC management contract with Binks & Associates Pty Ltd.
    - The OC has sought legal advice in relation to breach of rules by a resident and may consider further action in due course.

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

12. The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied.

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

    - To recover the debts of members in arrears should significant arrears arise.

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

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

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

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

17. The rules of the Owners Corporation are attached.

BINKS & ASSOCIATES PTY. LTD.

OWNERS CORPORATION MANAGERS

ABN: 46 006 546 381

POSTAL ADDRESS: PO Box 67 SURREY HILLS VIC 3127

OFFICE PHONE: 03 9536 5700

Owners Corporation No. 501394

95-101 Nott Street PORT MELBOURNE VIC 3207

oc501394@binksandassociates.com.au

MINUTES OF THE ANNUAL GENERAL MEETING OF MEMBERS OF **OWNERS CORPORATION PLAN NO. 501394 (95-101 Nott Street PORT MELBOURNE VIC 3207)** HELD online via ZOOM, ON 12th May 2026 AT 06:00 PM (Melbourne time).

Present

Lot no	Attendee	Proxy holder
102	Owner - Ms N Baraka	
104	Owner - Mr A Kalogirou	
112	Owner - Ms H Renehan	
119	Owner - Mr R Daley accompanied by Ms S Daley	
201	Owner - Mr W J Ashton	
206	Owner - Ms J Grant	
214	Owner - Ms L Purcell	
215	Owner - Ms R Torres	
303	Owner - Mr G Stack	
305	Owner - Mr C Dunn	
306	Owner - Mr I Walker & Mr W Mollison	
308	Owner - Ms N Peev	
309	Owner - Ms S Di Camillo	
313	Owner - Mr J Burnett	
404	Owner - Ms C Greimel	

411	Owner - Mr J Briffa	
412	Owner - Mr L Pullia	
413	Owner - Ms S Lopes	
505	Owner - Miss S McKenna	
511	Owner - Ms S Nguyen	
512	Owner - Mr A Engelbrecht	
G4	Owner - Ms D Cordingley	
G5	Owner - Mr S Scanlon	

Non members in attendance

Name	Description	Purpose of attendance
Christopher Lamperd	Binks and Associates	Manager of the Owners Corporation
Gershwin Mooroogiah	Binks and Associates	Manager of the Owners Corporation

Proxies

Lot owner name	Lot(s)	Proxy appointee	For committee
Mrs B Ashton	202	Mr W J Ashton	
Ms S Celik	314	Mr J Burnett	
Mr T Sznar and Ms E Martin	502	Mr A Engelbrecht	

Apologies

Nil.

Quorum

Under the Owners Corporations Act, a quorum was not reached.

The Owners Corporations Act 2006, Section 78, sub-section (4) states:

"Interim resolutions become resolutions of the owners corporation -

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

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

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

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

Resolved that any resolutions made or fees and/or levies struck at this meeting be actioned as if the resolutions of the meeting were final, their interim nature notwithstanding. Should a resolution regarding fees and/or levies be varied, appropriate adjustments will be made.

Voting

Lots 102, 104, 112, 119, 201, 202, 206, 214, 305, 306, 308, 309, 313, 314, 411, 412, 502, 505, 511, 512, G4 and G5 were entitled to vote on all resolutions, i.e. 22 votes were represented.

1. Election of chairperson for the meeting

Ordinary resolution

It was resolved that Gershwin Mooroogiah be elected as chairperson for the meeting.

YES

2. Confirmation of previous meeting minutes

Ordinary resolution

Resolved to receive and confirm the minutes of the previous annual general meeting as a true and correct record of that meeting.

YES

3. Confirmation of financial statements

Ordinary resolution

Resolved to receive and adopt the Statement of Financial Performance and the Statement of Financial Position for the year ended 31/12/2025.

The Owners Corporation held members' funds of $860,564.49 as at 31/12/2025, consisting of $288,260.88 in the Administration Fund and $572,303.61 in the Maintenance Fund.

It was noted that there were circ. $170,000 of expenses related to the car park concrete remediation project accounted for in the financial year ending 31/12/2026 and that that amount had been utilised from the administration fund surplus as at 31/12/2025.

YES

4. Insurance

Ordinary resolution

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

Insurance information (please refer to the attached COC for all insurance covers held by the OC)	
Insurer	CHU

Policy No	HU0028397
Expiry	24/05/2026
Type	**Insured**
Building/Common Property	$70,009,000.00
Public Liability	$30,000,000.00
Office Bearers	$5,000,000.00
Common Area Contents	$29,650.00

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

Resolved to obtain a desktop update of the valuation of the building for insurance purposes and to adjust the building cover accordingly.

It was resolved that the OC obtain proposal(s) at renewal based on indexed covers in between insurance valuations.

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

The Owners Corporation's insurances do not cover contents (some examples of which include, carpets, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own contents insurance which includes personal legal liability cover.

[**Manager's note**: The manager received an insurance commission of 11% of the base premium during the period to previous financial year.]
YES

5. Administration fund

Ordinary resolution

Resolved to adopt an unchanged annual administration fund of $334,500.00 including GST to service estimated expenses for the year ending 31/12/2026, and for the period to follow, until a new annual fund is adopted. Refer to the attached budget report that details new contributions for each lot based on the approved budget.

YES

6. Maintenance Plan

Ordinary resolution

Resolved to approve the maintenance plan appended to the notice of meeting.

It was noted that the maintenance plan would be reviewed by the Owners Corporation during the course of the year to ensure future contributions accurately reflect the needs of the building following completion of the car park concrete rectification project.

YES

7. Maintenance fund

Ordinary resolution

Resolved to adopt an annual maintenance fund of $140,582.00 including GST for the year ending 31/12/2026 in accordance with the maintenance plan to service long-term capital expenditure. Resolved that contributions be raised in accordance with the maintenance plan for future periods, noting the amount recommended in the maintenance plan factors in annual increases, until resolved otherwise.

YES

8. Contract of appointment

Ordinary resolution

It was noted that the Owners Corporation & Other Acts Amendment Act 2021 (OCAA), requires the Owners Corporation to enter into a contract that complies with the requirements of the Act, at each AGM.

The meeting noted that the Owners Corporation committee was in the process of carrying out a market testing exercise as part of its due diligence and good governance practices.

In order to ensure ongoing matters are progressed, resolved that the ongoing appointment of Binks & Associates Pty Limited as the manager of the Owners Corporation continues based on the last signed contract and on a monthly basis.

Additional fees

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

YES

9. Reports

Ordinary resolution

Maintenance Plan

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

Valuation of buildings

A copy of the last valuation obtained 31/05/2022 had been sent to committee members. Resolved to obtain a desktop update of the valuation of the building for insurance purposes and to adjust the building cover accordingly.

Committee’s report

The chairperson's report as appended to the Notice of Meeting was spoken to by Mr Burnett, noting that committee had carried out its functions on behalf of members throughout the year. The committee is satisfied with the financial status of the Owners Corporation. A number of other matters are being progressed as reported elsewhere in these minutes.

Manager’s report

The manager's report as appended to the Notice of Meeting was accepted.

The manager’s activities since the last AGM were carried out as required under the Contract of Appointment. The list of expenditure, sent with the notice of meeting, identified costs incurred by the Owners Corporation to

31/12/2025. Binks & Associates Pty Ltd holds professional indemnity insurance with Chubb Insurance Australia Ltd for $5,000,000, in compliance with section 119(5) of the Owners Corporations Act 2006.

Dispute resolution

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

10. Essential safety measures

Ordinary resolution

Essential Safety Measures

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

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

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

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

Stairwells, landings and pathways

Stairwells, landings and pathways should be maintained clear of obstructions, to provide ready egress in an emergency. All owners are to advise the manager of any obstruction of egress and other safety risks arising at the property. In addition, owners are not permitted to alter fire rated structures without a building permit and prior approval from the Owners Corporation.

Smoke (fire) detectors

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

Public lighting

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

YES

11. Occupation Health & Safety

Ordinary resolution

Resolved that an OH&S assessment be completed to ensure compliance with the Act. Members noted that the OC manager to obtain quote for committee consideration.

YES

12. Project works

Ordinary resolution

Car park concrete project

The meeting considered the few remaining elements of work required to be undertaken by the builder, notably the following:

- Rendering boundary walls

- Reinstating bike racks

- Installation of wheel stops in visitor car spaces.

It was noted that the above works had been approved by the Owners Corporation to proceed following review of independent quotes to ensure that the cost of the approved works were indeed competitive. It was noted that the works were expected to be undertaken in the next couple of weeks.

A vote of thanks to Mr Engelbrecht was noted for his stewardship and dedication as the chairperson of the car park project subcommittee, that assisted greatly in the project completed ahead of originally anticipated timeframes and below original cost estimates.

Future projects

It was noted that consideration would be given by the committee over the course of the year to any major works to the carpets and particularly the now obsolete fire panel and associated components.

YES

13. Election of committee

Ordinary resolution

Resolved that the following ten (10) members be elected to serve as committee until a new committee is elected.

Ms Cordingley (lot G4), Mr Scanlon (lot G5), Ms Grant (lot 206) Ms Purcell (lot 214), Mr Stack (representing lot 303), Mr Dunn (lot 305), Mr Walker (lot 306), Mr Burnett (lot 313), Ms Selik (lot 314) and Ms Nguyen (lot 511).

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

Grievance committee

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

YES

14. Election of chairperson & secretary

Ordinary resolution

It was noted that the committee is required to elect a chairperson and secretary.

The committee chairperson & secretary will be elected by committee at its first meeting.

YES

15. Routine maintenance items

Ordinary resolution

The caretaking at the property is done satisfactorily by EC Property Services and there are no changes proposed to the frequency or scope-of-works.

The quarterly carpet cleaning at the property is done satisfactorily by EC Property Services and there are no changes proposed to the frequency or scope-of-works.

The waste collection at the property is done satisfactorily by Bin Boy and there are no changes proposed to the frequency or scope-of-works.

The annual hot water service at the property is done satisfactorily by Kilburn Plumbing and there are no changes proposed to the frequency or scope-of-works.

The annual gutter cleaning at the property is done satisfactorily by Kilburn Plumbing and there are no changes proposed to the frequency or scope-of-works.

The meeting noted that there were no fixed term contracts in place for the above routine services. Such an arrangement offers flexibility to the Owners Corporation's ability to change service providers as and when desired. It was resolved that the committee would consider the matter further in view of potentially mitigating cost increases that may arise as a result of external economic factors.

YES

16. Other Maintenance items

Ordinary resolution

Fire panel fault

The meeting noted that the site's ESM contractor recent observation that the fault on the fire panel, following a process of elimination, was likely an earth fault in one of the concealed wires connecting speakers or detectors on level 1.

It was noted that further attendance to all level 1 apartments was being coordinated the following week to enable testing of each the wiring sections one at a time and isolating the fault (or faults) in that manner, with the intention to replace any faulty sections by entirely new wiring.

Car park tap

It was noted that the Owners Corporation had sought quotes for relocation of the tap in the ground floor car park such that any water run-off is contained to the visitor car space area that contains the appropriate drainage infrastructure. Resolved that the committee consider such quotes in due course.

Additional fees

The provision of service in relation to fire panel faults, car park taps and other non-routine items is not part of the manager's duties for which a fixed fee is received under the terms of the Contract of Appointment. Hourly fees apply for all of the manager's work in relation to such matters.

YES

17. Debt recovery / Costs incurred by the Owners Corporation

Ordinary resolution

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

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

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

The Owners Corporation resolved that arrears be managed in accordance with the attached policy that may be varied from time to time on an as needed basis by the committee.

YES

18. General Business

Ordinary resolution

Car park break-in

Members discussed the recent break-in that had occurred at the property. The meeting noted that a notice had been issued to all residents as a reminder of some security precautions that could mitigate the property being targeted, not leaving access devices in cars or mailboxes being one such precaution. It was also noted that residents should ensure doors to common property are closed behind them (including the garage door) to mitigate the risk of tailgating.

The meeting resolved that the committee would further consider, if relevant, providing additional notices to all residents of potential known repeat offenders (noting that there may not be any such repeat offenders, in which case no further action would be taken).

YES

There being no further business, the meeting closed at 7:15PM.

.....

Chairperson

Definitions

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

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

Arrears management policy

Stage 1
If payment is not made 7 days past the due date, the first reminder will be sent and a fee of $9.90 will be applied (being 3 minutes of the manager's time in pursuing the arrears). An interest grace of 14 days is offered. If payment is not made after 14 days past the due date, interest will be applied (back dated to the due date) at the maximum rate as stated under the Penalty Interest Rates Act 1983 Vic (10% for the last few years).

Stage 2
If payment is not made for a minimum of 30 days past the due date and the arrears exceed $1,000, interest will continue to accrue and a fee of $49.50 will be applied (being 15 minutes of the manager's time in pursuing the arrears). The debtor will be advised that the OC can take action under part 11 of the Act.

Stage 3
If the arrears remain unpaid for a minimum of 60 days past the due date and exceed $3,000, interest will continue to accrue, a final notice will be served and fees and charges of $198.00 will be applied (being one hour of the manager's time in pursuing the arrears). The correspondence will also note the OC's intention to take further action under Part 11 of the Act.

Stage 4
Subject to the earlier actions being done, if the arrears remain unpaid for a minimum of 88 days past the due date interest will continue to accrue, additional fees and charges of $99.00 will be applied (being thirty minutes of the manager's time in pursuing the arrears) and a legal letter of demand will be served on the lot owner. The letter of demand will be accompanied by the solicitor's fee in preparing the letter of demand.

Stage 5
Legal action is initiated after consultation with the OC committee.

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0028397
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	24/11/2024 to 24/11/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 501394
Situation	95-101 NOTT STREET PORT MELBOURNE VIC 3207

Policies Selected

Policy 1 – Insured Property
Building: $70,009,000
Common Area Contents: $29,650
Loss of Rent & Temporary Accommodation (total payable): $10,501,350

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Sum Insured: $250,000

Flood Cover is included.

Date Printed 23/05/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Administrative Fund	Approved Budget (01/01/2026-31/12/2026)	Current Actual (01/01/2025-31/12/2025)	Current Budget (01/01/2025-31/12/2025)
Expense			
Caretaking	$24,545.45	*$23,150.78*	*$22,727.27*
Carpet Cleaning	$2,863.64	*$2,135.00*	*$2,727.27*
Common Gas	$22,727.27	*$21,604.48*	*$22,727.27*
Common Water Usage	$11,818.18	*$10,763.52*	*$11,000.00*
Essential Safety Measures	$13,636.36	*$12,961.22*	*$12,727.27*
Gardening	$2,000.00	*$1,490.41*	*$0.00*
Insurance	$90,909.09	*$149,910.38*	*$100,000.00*
Insurance Claim Excess	$9,090.91	*$1,790.00*	*$9,090.91*
Lift Maintenance	$10,000.00	*$9,111.00*	*$9,090.91*
Major Works	$0.00	*$570,119.70*	*$0.00*
Management Fees	$23,272.73	*$22,181.81*	*$22,181.82*
Professional Fees	$19,090.91	*$27,511.36*	*$19,090.91*
Public Light & Power	$15,454.55	*$9,172.85*	*$15,454.55*
Waste Collection	$28,636.36	*$26,168.93*	*$27,272.73*
Window Cleaning	$2,727.27	*$0.00*	*$2,727.27*
Total	**$276,772.72**	*$888,071.44*	*$276,818.18*
General Expenses			
General Expenses	$27,318.19	*$0.00*	*$27,272.73*
General Expenses - Access Control Devices	$0.00	*$3,513.65*	*$0.00*
General Expenses - Electrical Repairs	$0.00	*$820.00*	*$0.00*
General Expenses - Essential Safety Measures	$0.00	*$5,966.80*	*$0.00*
General Expenses - Gate / Door Maintenance & Repairs	$0.00	*$910.00*	*$0.00*
General Expenses - Intercom & Antenna Repairs	$0.00	*$677.27*	*$0.00*
General Expenses - Plumbing	$0.00	*$2,848.00*	*$0.00*
General Expenses - Repairs & Maintenance	$0.00	*$2,383.10*	*$0.00*
General Expenses - Security Equipment & Services	$0.00	*$250.00*	*$0.00*
General Expenses - Small Item Expenses	$0.00	*$159.09*	*$0.00*
General Expenses - Tax Paid	$0.00	*$16,084.20*	*$0.00*
General Expenses - Tax Related	$0.00	*$2,180.00*	*$0.00*
Total General Expenses	**$27,318.19**	*$35,792.11*	*$27,272.73*
TOTAL ADMIN FUND	**$304,090.91**	*$923,863.55*	*$304,090.91*
ADD: ADMIN GST	**$30,409.09**		*$30,409.09*
TOTAL ADMIN BUDGET	**$334,500.00**		*$334,500.00*

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Maintenance Fund	Approved Budget (01/01/2026-31/12/2026)	Current Actual (01/01/2025-31/12/2025)	Current Budget (01/01/2025-31/12/2025)
Expense			
Maintenance Works	$127,801.82	*$19,936.82*	*$124,080.00*
Total	**$127,801.82**	*$19,936.82*	*$124,080.00*
TOTAL MAINT FUND	**$127,801.82**	*$19,936.82*	*$124,080.00*
ADD: MAINT GST	**$12,780.18**		*$12,408.00*
TOTAL MAINT BUDGET	**$140,582.00**		*$136,488.00*

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Budget Summary (01/01/2026-31/12/2026)

	Approved	1st Instalment 01/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/07/2026	4th Instalment 01/10/2026	TOTAL (01/01/2026-31/12/2026)
Administrative Fund	$334,500.00	$83,625.15	$83,625.15	$83,625.15	$83,625.15	$334,500.60
Maintenance Fund	$140,582.00	$35,145.48	$35,145.48	$35,145.48	$35,145.48	$140,581.92
Contribution Schedule Total	$475,082.00	$118,770.63	$118,770.63	$118,770.63	$118,770.63	$475,082.52
Amount to Collect	**$475,082.00**	**$118,770.63**	**$118,770.63**	**$118,770.63**	**$118,770.63**	**$475,082.52**

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Owner Summary (01/01/2026-31/12/2026) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/07/2026	4th Instalment 01/10/2026	TOTAL (01/01/2026-31/12/2026)
104	G1					
	Admin	$869.70	$869.70	$869.70	$869.70	$3,478.80
	Maintenance	$365.51	$365.51	$365.51	$365.51	$1,462.04
	Owner Total	**$1,235.21**	**$1,235.21**	**$1,235.21**	**$1,235.21**	**$4,940.84**
117	G2, 114, 119, 202, 214, 219					
	Admin	$978.41	$978.41	$978.41	$978.41	$3,913.64
	Maintenance	$411.20	$411.20	$411.20	$411.20	$1,644.80
	Owner Total	**$1,389.61**	**$1,389.61**	**$1,389.61**	**$1,389.61**	**$5,558.44**
113	G3, G4					
	Admin	$944.96	$944.96	$944.96	$944.96	$3,779.84
	Maintenance	$397.14	$397.14	$397.14	$397.14	$1,588.56
	Owner Total	**$1,342.10**	**$1,342.10**	**$1,342.10**	**$1,342.10**	**$5,368.40**
120	G5, 502					
	Admin	$1,003.50	$1,003.50	$1,003.50	$1,003.50	$4,014.00
	Maintenance	$421.75	$421.75	$421.75	$421.75	$1,687.00
	Owner Total	**$1,425.25**	**$1,425.25**	**$1,425.25**	**$1,425.25**	**$5,701.00**
119	101, 107, 201, 207					
	Admin	$995.14	$995.14	$995.14	$995.14	$3,980.56
	Maintenance	$418.23	$418.23	$418.23	$418.23	$1,672.92
	Owner Total	**$1,413.37**	**$1,413.37**	**$1,413.37**	**$1,413.37**	**$5,653.48**
108	102, 103, 105, 106, 203, 204, 205, 206					
	Admin	$903.15	$903.15	$903.15	$903.15	$3,612.60
	Maintenance	$379.57	$379.57	$379.57	$379.57	$1,518.28
	Owner Total	**$1,282.72**	**$1,282.72**	**$1,282.72**	**$1,282.72**	**$5,130.88**

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Owner Summary (01/01/2026-31/12/2026) - Contribution Schedule

UOL	Lot(s)		1st Instalment 01/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/07/2026	4th Instalment 01/10/2026	TOTAL (01/01/2026-31/12/2026)
116	104, 304						
		Admin	$970.05	$970.05	$970.05	$970.05	$3,880.20
		Maintenance	$407.69	$407.69	$407.69	$407.69	$1,630.76
		Owner Total	**$1,377.74**	**$1,377.74**	**$1,377.74**	**$1,377.74**	**$5,510.96**
148	108, 208						
		Admin	$1,237.65	$1,237.65	$1,237.65	$1,237.65	$4,950.60
		Maintenance	$520.15	$520.15	$520.15	$520.15	$2,080.60
		Owner Total	**$1,757.80**	**$1,757.80**	**$1,757.80**	**$1,757.80**	**$7,031.20**
103	109, 110, 111, 112, 209, 210, 211, 212, 308, 310, 408, 409, 410, 504						
		Admin	$861.34	$861.34	$861.34	$861.34	$3,445.36
		Maintenance	$362.00	$362.00	$362.00	$362.00	$1,448.00
		Owner Total	**$1,223.34**	**$1,223.34**	**$1,223.34**	**$1,223.34**	**$4,893.36**
88	113, 213						
		Admin	$735.90	$735.90	$735.90	$735.90	$2,943.60
		Maintenance	$309.28	$309.28	$309.28	$309.28	$1,237.12
		Owner Total	**$1,045.18**	**$1,045.18**	**$1,045.18**	**$1,045.18**	**$4,180.72**
130	115, 116, 117, 118, 215, 217, 218, 313, 314, 315, 413, 512						
		Admin	$1,087.13	$1,087.13	$1,087.13	$1,087.13	$4,348.52
		Maintenance	$456.89	$456.89	$456.89	$456.89	$1,827.56
		Owner Total	**$1,544.02**	**$1,544.02**	**$1,544.02**	**$1,544.02**	**$6,176.08**
138	216, 414, 415, 513						
		Admin	$1,154.03	$1,154.03	$1,154.03	$1,154.03	$4,616.12
		Maintenance	$485.01	$485.01	$485.01	$485.01	$1,940.04
		Owner Total	**$1,639.04**	**$1,639.04**	**$1,639.04**	**$1,639.04**	**$6,556.16**

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Owner Summary (01/01/2026-31/12/2026) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/07/2026	4th Instalment 01/10/2026	TOTAL (01/01/2026-31/12/2026)
121	301, 406					
	Admin	$1,011.86	$1,011.86	$1,011.86	$1,011.86	$4,047.44
	Maintenance	$425.26	$425.26	$425.26	$425.26	$1,701.04
	Owner Total	**$1,437.12**	**$1,437.12**	**$1,437.12**	**$1,437.12**	**$5,748.48**
126	302					
	Admin	$1,053.68	$1,053.68	$1,053.68	$1,053.68	$4,214.72
	Maintenance	$442.83	$442.83	$442.83	$442.83	$1,771.32
	Owner Total	**$1,496.51**	**$1,496.51**	**$1,496.51**	**$1,496.51**	**$5,986.04**
106	303					
	Admin	$886.43	$886.43	$886.43	$886.43	$3,545.72
	Maintenance	$372.54	$372.54	$372.54	$372.54	$1,490.16
	Owner Total	**$1,258.97**	**$1,258.97**	**$1,258.97**	**$1,258.97**	**$5,035.88**
143	305					
	Admin	$1,195.84	$1,195.84	$1,195.84	$1,195.84	$4,783.36
	Maintenance	$502.58	$502.58	$502.58	$502.58	$2,010.32
	Owner Total	**$1,698.42**	**$1,698.42**	**$1,698.42**	**$1,698.42**	**$6,793.68**
134	306, 510					
	Admin	$1,120.58	$1,120.58	$1,120.58	$1,120.58	$4,482.32
	Maintenance	$470.95	$470.95	$470.95	$470.95	$1,883.80
	Owner Total	**$1,591.53**	**$1,591.53**	**$1,591.53**	**$1,591.53**	**$6,366.12**
129	307					
	Admin	$1,078.76	$1,078.76	$1,078.76	$1,078.76	$4,315.04
	Maintenance	$453.38	$453.38	$453.38	$453.38	$1,813.52
	Owner Total	**$1,532.14**	**$1,532.14**	**$1,532.14**	**$1,532.14**	**$6,128.56**

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Owner Summary (01/01/2026-31/12/2026) - Contribution Schedule

UOL	Lot(s)		1st Instalment 01/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/07/2026	4th Instalment 01/10/2026	TOTAL (01/01/2026-31/12/2026)
111	309, 404						
		Admin	$928.24	$928.24	$928.24	$928.24	$3,712.96
		Maintenance	$390.12	$390.12	$390.12	$390.12	$1,560.48
		Owner Total	**$1,318.36**	**$1,318.36**	**$1,318.36**	**$1,318.36**	**$5,273.44**
86	311, 411						
		Admin	$719.18	$719.18	$719.18	$719.18	$2,876.72
		Maintenance	$302.25	$302.25	$302.25	$302.25	$1,209.00
		Owner Total	**$1,021.43**	**$1,021.43**	**$1,021.43**	**$1,021.43**	**$4,085.72**
109	312, 412, 507						
		Admin	$911.51	$911.51	$911.51	$911.51	$3,646.04
		Maintenance	$383.09	$383.09	$383.09	$383.09	$1,532.36
		Owner Total	**$1,294.60**	**$1,294.60**	**$1,294.60**	**$1,294.60**	**$5,178.40**
110	401, 407, 501, 508						
		Admin	$919.88	$919.88	$919.88	$919.88	$3,679.52
		Maintenance	$386.60	$386.60	$386.60	$386.60	$1,546.40
		Owner Total	**$1,306.48**	**$1,306.48**	**$1,306.48**	**$1,306.48**	**$5,225.92**
112	402, 506						
		Admin	$936.60	$936.60	$936.60	$936.60	$3,746.40
		Maintenance	$393.63	$393.63	$393.63	$393.63	$1,574.52
		Owner Total	**$1,330.23**	**$1,330.23**	**$1,330.23**	**$1,330.23**	**$5,320.92**
93	403						
		Admin	$777.71	$777.71	$777.71	$777.71	$3,110.84
		Maintenance	$326.85	$326.85	$326.85	$326.85	$1,307.40
		Owner Total	**$1,104.56**	**$1,104.56**	**$1,104.56**	**$1,104.56**	**$4,418.24**

Approved Budget for Owners Corporation 501394

TAROONA, 95-101 Nott Street PORT MELBOURNE

Owner Summary (01/01/2026-31/12/2026) - Contribution Schedule

UOL	Lot(s)	1st Instalment 01/01/2026	2nd Instalment 01/04/2026	3rd Instalment 01/07/2026	4th Instalment 01/10/2026	TOTAL (01/01/2026-31/12/2026)
145	405					
	Admin	$1,212.56	$1,212.56	$1,212.56	$1,212.56	$4,850.24
	Maintenance	$509.61	$509.61	$509.61	$509.61	$2,038.44
	Owner Total	**$1,722.17**	**$1,722.17**	**$1,722.17**	**$1,722.17**	**$6,888.68**
92	503					
	Admin	$769.35	$769.35	$769.35	$769.35	$3,077.40
	Maintenance	$323.34	$323.34	$323.34	$323.34	$1,293.36
	Owner Total	**$1,092.69**	**$1,092.69**	**$1,092.69**	**$1,092.69**	**$4,370.76**
125	505					
	Admin	$1,045.31	$1,045.31	$1,045.31	$1,045.31	$4,181.24
	Maintenance	$439.32	$439.32	$439.32	$439.32	$1,757.28
	Owner Total	**$1,484.63**	**$1,484.63**	**$1,484.63**	**$1,484.63**	**$5,938.52**
102	509					
	Admin	$852.98	$852.98	$852.98	$852.98	$3,411.92
	Maintenance	$358.48	$358.48	$358.48	$358.48	$1,433.92
	Owner Total	**$1,211.46**	**$1,211.46**	**$1,211.46**	**$1,211.46**	**$4,845.84**
174	511					
	Admin	$1,455.08	$1,455.08	$1,455.08	$1,455.08	$5,820.32
	Maintenance	$611.53	$611.53	$611.53	$611.53	$2,446.12
	Owner Total	**$2,066.61**	**$2,066.61**	**$2,066.61**	**$2,066.61**	**$8,266.44**

Balance Sheet - O/Corp 501394
"TAROONA"
95-101 NOTT STREET, PORT MELBOURNE, VIC 3207

For the Financial Period 01/01/2025 to 31/12/2025

FINAL

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
BCP 501394	$(177,078.22)	$581,254.27	$404,176.05
OC501394 - Investment Account #291	$442,192.17	$0.00	$442,192.17
GST Unpaid	$2,685.78	$0.00	$2,685.78
Levies Receivable	$34,828.68	$10,569.49	$45,398.17
Payments in Advance	$2,586.52	$0.00	$2,586.52
Refunds Receivable - Lot Owners	$792.00	$0.00	$792.00
Total Assets	**$306,006.93**	**$591,823.76**	**$897,830.69**
Liabilities			
Accounts Payable	$32,130.06	$0.00	$32,130.06
BAS Clearing	$(55,776.09)	$3,040.50	$(52,735.59)
GST Uncollected	$(781.61)	$(591.02)	$(1,372.63)
Income Tax Payable / (Refundable)	$(2,046.00)	$0.00	$(2,046.00)
Levies in Advance	$44,219.69	$17,070.67	$61,290.36
Total Liabilities	**$17,746.05**	**$19,520.15**	**$37,266.20**
Net Assets	**$288,260.88**	**$572,303.61**	**$860,564.49**
Owners Funds			
Opening Balance	$873,497.37	$451,599.44	$1,325,096.81
Net Income For The Period	$(585,236.49)	$120,704.17	$(464,532.32)
Total Owners Funds	**$288,260.88**	**$572,303.61**	**$860,564.49**

BINKS & ASSOCIATES PTY. LTD.

STRATA MANAGERS

29 Alma Road, St Kilda
All Mail to: P.O. Box 303, St. Kilda, 3182

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(Fax 9534 8198)

26/02/2014

Owners Corporation Plan No. 501394
95-101 Nott Street, PORT MELBOURNE

oc501394@binksandassociates.com.au

CIRCULAR TO ALL OWNERS

RE: Airconditioning system

Each lot at this property is provided with its own split system airconditioner. The outside part of each airconditioner is mounted on the roof or in the garage. The Owners Corporation has recently become aware that all airconditioners use R22 gas, which is essentially obsolete. This means that when the airconditioning unit fails it cannot be replaced with R22 based unit. Repairs of the old units can expensive and not always possible.

Newly installed systems use R410 gas which needs a different size and a higher pressure rated pipes compared to those used with the R22 gas. The problem is that the replacement of the gas piping between the inside and outside units is likely to be very complex and expensive, subject to the location of the unit relative to the roof or the garage.

The Owners Corporation requested specialist airconditioning engineers, AC Goulding, to provide advice on the possibility of reusing of the existing pipes (retrofitting). One apartment known to have a failed airconditioning unit was inspected. It transpired that the piping in that case can be reused with R410 gas system. The full cost to replace the airconditioner quoted in this case was $3,300. AC Goulding warned that piping in each airconditioning unit needs to be assessed individually for suitability of retrofitting. They will not provide a warranty for the retrofitted piping.

The Owners Corporation is yet to consider the available options if the existing airconditioning piping could not be retrofitted.

Yours faithfully,

JWilson

Janis Wilson
Binks & Associates, for the Owners Corporation.

‘TAROONA’
95-101 Nott Street, Port Melbourne
P.S. 501394H Body Corporate 1
ADDITIONAL BODY CORPORATE RULES

INTERPRETATION:

“Act” means Subdivision Act 1988 (Vic).

“Body Corporate” means Body Corporate No. PS501394H

“Business Day” means any day which is not a Saturday, Sunday or a public holiday in Victoria.

“Building” means all and any buildings, structures or improvements comprised in the Development.

“Common Property” means any common property described on the Plan of Subdivision and includes all equipment and facilities in, on, under or above such common property.

“Development” means all the land and improvements comprised in the Plan of Subdivision and known as ‘Taroona’ 95-101 Nott Street, Port Melbourne.

“Lot” means a Lot on the Plan of Subdivision.

“Manager” means the Company for the time being appointed by the Body Corporate as its Manager and a reference in these rules to the Body Corporate shall, where there is such a Manager, be construed as a reference to that Manager unless the context otherwise requires.

“Occupier” means any person occupying or in possession of a Lot and can include a Member.

“Plan of Subdivision” means Plan of Subdivision No 501394H.

“Proprietor” means the registered owner of a Lot on the Plan of Subdivision.

“Regulations” means the Subdivision (Body Corporate) Regulations 2001 (Vic.).

“Security Key” means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or the Common Property.
Unless the context otherwise requires:

(i) headings are for convenience only;

(ii) words imparting the singular include the plural and vice versa;

(iii) an expression imparting a natural person includes any company, partnership, joint venture, association or other Body Corporate and any governmental authority; and

(iv) References to any gender include the others.

(v) a reference to a thing includes part of that thing.

The obligations and restrictions in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Body Corporate from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over these rules in respect of the person or persons to whom they are given.

1. SUPPORT AND PROVISION OF SERVICES

1.1 Except for the purposes of maintenance and renewal and with the written consent of the Body Corporate, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the Common Property so that:

(i) any support or shelter provided by that lot or the Common Property for any other lot or the Common Property is interfered with;

(ii) the structural and functional integrity of any part of the Common Property is impaired; or

(iii) the passage or provision of services through the lot or the Common Property is interfered with.

1.2 Without derogating from the provisions of rule 1.1 each member, proprietor or occupier of a lot acknowledges and agrees that the Body Corporate may employ an air-conditioning contractor and other maintenance contractors to maintain the air-conditioning plant and equipment and all other plant and equipment of the Development and in carrying out such maintenance such contractors shall without obtaining any consent or permission of any member, proprietor or occupier have and be entitled to at all times rights of access on or over a members, proprietors or occupiers lot or on or over any part of the Common Property..

1.3 A proprietor or occupier of a lot must acknowledge that any Body Corporate in the Development may share amongst the members in that particular Body Corporate the costs of supply and maintenance of any gas facility or power facility required to the whole of that Body Corporate or any Common Property contained therein. Where any Lot is not separately metered in relation to any service, including gas, electricity and/or water, then the Member shall pay a proportion of such service and supply charges relating to same on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly and by no other reference.

2. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS

2.1 A proprietor or occupier of a lot must not:

(a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using Common Property; or

(b) obstruct the lawful use of Common Property by any person; or

(c) without limiting the generality of the foregoing, use hammer drills or jack hammers in a lot between the hours of 6pm and 7am on weekdays or on weekends at all.

2.2 A proprietor or occupier of a lot when on Common Property (if on any part of a lot so as to be visible from another lot or from Common Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using Common Property.

2.3 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Body Corporate or its Manager may designate from time to time.

2.4 A proprietor or occupier of a lot must not use or permit to be used in or on the Common Property, skateboards, bicycles, rollers skates or roller blades.

2.5 A proprietor or occupier of a lot must not nor permit consumption of alcohol or the taking of glassware onto the Common Property.

2.6 A proprietor or occupier of a lot must not permit disposal of cigarette butts or cigarette ash over balconies.

3. CLEANING OF A LOT

3.1 A proprietor or occupier of a lot must keep that lot clean and in good repair.

3.2 A proprietor or occupier of a lot must keep all balconies clean, tidy and well maintained.

3.3 A proprietor or occupier of a lot must ensure their car parking space(s) are free of oil etc. The Body Corporate reserves its right to clean any area and charge the proprietor for the cost incurred.

3.4 A proprietor must clean all their own windows and balustrades.

4. DAMAGE TO COMMON PROPERTY

4.1 A proprietor or occupier of a lot shall not mark, paint or the like, or otherwise damage or deface, any structure that forms part of the Common Property without the approval in writing from the Body Corporate, but this rule does not prevent a proprietor or person authorised by him from installing any locking device for protection of the lot against intruders and complying with any stipulations of the Manager from time to time.

4.2 A proprietor or occupier of a lot must not break the fire regulations by installing unapproved dead locks that would void the Body Corporate's insurance policy.

5. MOVING OF CERTAIN ARTICLES

5.1 A proprietor or occupier of a lot must not move any article likely to cause damage or obstruction through Common Property without first obtaining the written consent of the Body Corporate or its Manager.

5.2 A proprietor or occupier of a lot may only move an article likely to cause damage or obstruction through Common Property in accordance with directions of the Body Corporate, the Manager or the Manager's representative.

5.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of the lot may only move items through the garage lift lobby or other area specifically designated by the Body Corporate.

6. INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

6.1 A proprietor or occupier of a lot must not, without the prior written consent of the Body Corporate, remove any article from the Common Property placed there by direction or authority of the Body Corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

6.2 A proprietor or occupier of a lot must not, without the written authority of the Body Corporate or its Manager, interfere with the operation of any equipment installed on the Common Property.

6.3 A proprietor or occupier of a lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the Body Corporate.

6.4 A proprietor or occupier of a lot must not use that part of a lot designed for use as a car parking space for any other purpose without the prior written consent of the Body Corporate.

7. SECURITY OF COMMON PROPERTY

7.1 A proprietor or occupier of a lot must not do anything, which may prejudice the security or safety of the Common Property.

7.2 A proprietor or occupier of a lot must not allow persons to follow them through the security doors to the property.

8. NOTIFICATION OF DEFECTS

8.1 A proprietor or occupier of a lot must promptly notify the Body Corporate or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Body Corporate.

9. COMPENSATION TO BODY CORPORATE

9.1 The proprietor or occupier of a lot shall compensate the Body Corporate in respect of any damage to the Common Property or personal property vested in the Body Corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

10. RESTRICTED USE OF COMMON PROPERTY

10.1 The Body Corporate may take measures to ensure the security and to preserve the safety of, the Common Property and the lots affected by the Body Corporate from fire or other hazards and without limitation may:

(a) close-off any part of the Common Property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the Common Property.

(b) permit, to the exclusion of proprietors and occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots;

(c) restrict by means of key or other security device the access of proprietors or occupiers; and

(d) restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

11. SECURITY KEYS

11.1 A proprietor of a lot must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key to the proprietor or the Body Corporate.

11.2 A proprietor or occupier of a lot in possession of a security key must not without the Body Corporate's written consent duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any person other than another proprietor or occupier and is not to dispose of otherwise than by returning it to the proprietor or the Body Corporate.

11.3 A proprietor or occupier of a lot must promptly notify the Body Corporate if a security key issued to him is lost or destroyed.

12. GARBAGE

12.1 A proprietor or occupier of a lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

12.2 A proprietor or occupier of a lot must dispose of garbage in the manner specified by the Body Corporate from time to time but otherwise:

(a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Body Corporate;

(b) recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Body Corporate must be stored in the area designated for the items by the Body Corporate;

(c) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage area.

(d) all cardboard boxes and packaging must be broken down and neatly packed in the garbage area on the ground floor or where designated by the Body Corporate, Manager or Representative of the Manager.

13. STORAGE OF FLAMMABLE LIQUIDS

13.1 A proprietor or occupier of a lot must not:

(a) except with the written consent of the Body Corporate, use or store on the lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposed or in the fuel tank of a motor vehicle; or

(b) do or permit anything, which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate.

14. PETS AND ANIMALS

14.1 A proprietor or occupier of a lot must not keep any animal upon a lot or the Common Property after being given notice by the Body Corporate to remove such animal once the Body Corporate has resolved that the animal is causing a nuisance.

14.2 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.

14.3 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be leashed, muzzled and carried through the common areas including the lifts at all times.

14.4 Pets and animals can only enter and exit the property by way of the car park.

15. CONSENT OF BODY CORPORATE

15.1 A consent given by the Body Corporate under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND APPLICATIONS

16.1 Any complaint or application to the Body Corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the Body Corporate.

17. RECOVERY BY BODY CORPORATE:

17.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these Rules by any Member or Occupier or their guests, servants, employees, agents, children, invitees or licensees, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Member or Occupier of the Lot at the time when the breach occurred. A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the Body Corporate pursuant to the Act or Regulations.

17.2 Where levies and any other charges are owed to the Body Corporate after the due date then the Body Corporate will charge interest on the overdue amount (from the due date designated by the Manager) at a rate of 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983

18. VEHICLES ON COMMON PROPERTY

18.1 A proprietor or occupier of a lot must not park or leave a vehicle on Common Property so as to obstruct any driveway entrance to a lot, or in any place other than in a parking area specified for such purpose by the Body Corporate.

18.2 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Body Corporate and the Body Corporate reserves the right to remove offending vehicles, trailer or motor cycles.

18.3 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property or their lot and must reimburse the Body Corporate for the cost of cleaning and removing any oil stains to the car park or other part of the Common Property.

18.4 Parking spaces cannot be purchased by or leased to non residents.

18.5 Parking spaces cannot be used for anything other than for the parking of vehicles, trailers or similar.

19. BICYCLES

19.1 A proprietor or occupier of a lot must not:

(a) permit any bicycle to be stored other than in the areas of the Common Property designated by the Body Corporate or its Manager for such purpose ;

(b) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Body Corporate or its Manager from time to time.

20. INSURANCE PREMIUMS

20.1 A proprietor or occupier of a lot must not without the prior written consent of the Body Corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Body Corporate.

21. FIRE CONTROL

21.1 A proprietor or occupier of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

21.2 A proprietor or occupier of a lot must ensure compliance with fire laws in respect of the lot.

22. SIGNS, BLINDS AND AWNINGS

22.1 A proprietor or occupier of a lot must not erect or fix any sign or notice to any part of the Common Property or lot where it can be seen from any exterior position, except as required by law.

22.2 A proprietor or occupier of a lot must not install or hang curtains, blinds or other window furnishings unless such curtains, blinds or other window furnishings are 25mm aluminum blade Venetian blinds in “alabaster 406 colour” (Hunter Douglas Code).

22.3 A proprietor or occupier of a lot must not install or permit the installation of any awnings other than as permitted by the Body Corporate.

22.4 A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the Common Property or their lot.

23. BALCONY LIGHTS

23. A proprietor or occupier of a lot must replace all blown or broken balcony light bulbs within twenty-four (24) hours.

24. WINDOW TINTING

24.1 A proprietor or occupier of a lot must not allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing.

25. PAINTING, FINISHING, ETC

25.1 A proprietor or occupier of a lot must not paint, finish or otherwise alter the external facade of any building or improvement forming part of the Common Property or their lot.

26. CLOTHES DRYING AND APPEARANCE OF A LOT

26.1 A proprietor or occupier of a lot must not hang or permit to be hung any clothes or other articles on any balconies, landing, stairway or any other part of the Common Property or on any part of the exterior of the Lot so as to be visible from outside the Lot;

26.2 A proprietor or occupier of a lot must not construct or erect any shed, enclosure or structure of any nature or description on a balcony, terrace or garden area forming part of the Lot without the prior written consent of the Body Corporate. (The Body Corporate shall not in any case consent to the erection of any structure if such structure detracts from the general appearance of the Development, or if it interferes with the views or use and enjoyment of another Development Lot);

26.3 A proprietor or occupier of a lot must not allow any balcony, terrace or garden area which forms part of any Lot to become unkempt, overgrown or unsightly and that when watering or cleaning to ensure that minimal disturbance to other proprietors or occupiers occurs.

27. MAIL

27.1 A proprietor or occupier must keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising material or other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should a proprietor or occupier be absent for any reason for any period of more than one night. This requirement may be waived upon request made to the Body Corporate in writing not less than seven days prior to the date or dates for which such waiver is required.

28. COMPLIANCE WITH RULES BY INVITEES

28.1 A proprietor or occupier of a lot must take all reasonable steps to ensure the invitees of the proprietor or occupier comply with these rules.

28.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

28.3 Any contractor/tradesman may only use the basement lift lobby or other area specifically designated by the Body Corporate for entry and exit. A proprietor of a lot covenants that in the event the lot is tenanted all standard, additional and house rules are provided to the Tenant at the time of leasing the lot and at any other time when the rules are amended.

29. COMPLIANCE WITH LAWS

29.1 A proprietor or occupier of a lot must at the proprietor's or occupier's expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any governmental authority.

29.2 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

30. BUILDING WORKS

30.1 A Proprietor of a lot must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

(a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and

(b) the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other proprietors or occupiers;

30.2 The Proprietor of a lot must not proceed with any such works until the Proprietor:

(a) submits to the Body Corporate plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property, or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;

(b) supplies to the Body Corporate such further particulars of those proposed works as the Body Corporate may request, and as shall be reasonable to enable the Body Corporate to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;

(c) receives written approval for those works from the Body Corporate, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Body Corporate (which cost may include the costs of a building practitioner engaged by the Body Corporate to consider such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and

(d) pays such reasonable costs to the Body Corporate.

30.3 The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Body Corporate concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Body Corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

30.4 Without limiting the generality of rule 30.3 the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

(a) building materials must not be stacked or stored in the front side or rear of the Building or any part of the Common Property;

(b) scaffolding must not be erected on the Common Property or the exterior of the Building;

(c) construction work must comply with all laws of the relevant Government Agencies;

(d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and

(e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

30.5 Before any of the Proprietor's works commence the Proprietor must:

(a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Body Corporate; and

(b) deliver a copy of the policy and certificate of currency in respect of the policy to the Body Corporate.

30.6 Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Body Corporate in the case of the Common Property.

30.7 The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works and if the Proprietor fails to immediately do so the Body Corporate may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) make good the damage and dirtying and in that event the Proprietor shall indemnify and keep indemnified the Body Corporate against any costs or liabilities incurred by the Body Corporate in so making good the damage or dirtying.

31. CONDUCT OF MEETING

31.1 The conduct of meetings of the Body Corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

32. FURNITURE AND HOUSEHOLD EFFECTS

A proprietor or occupier of a lot must prior to bringing or moving any furniture or other household belongings into or out of a Lot give to the Manager at least 1 Business Day's notice and comply with all requirements of the Manager relating thereto.

33. VISITOR CAR SPACES

Visitor car spaces are for visitors only and a proprietor or occupier of a Lot must ensure that any visitor car spaces are used only for temporary visitor parking. Any vehicle parked in any visitor car spaces in contravention of this rule may at the discretion of the Manager be removed and towed away.

34. VOTING RIGHTS

All Proprietors agree that if any Proprietor is overdue in the payment of any money owing to the Body Corporate whatsoever that Proprietor shall have no voting rights in respect of any matter or thing relating to the Body Corporate or to the Development until such time as all monies owing have been paid in full.

35. CONTACT INFORMATION

A Proprietor or occupier of each lot must give to the Manager and keep current its contact information including full name, postal address, telephone number, facsimile number and mobile telephone number.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

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

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

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of common property

4.1 Use of common property

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

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.