



**Colin John McKenzie Henry and Judith Ann Soerink**

# **Contract of Sale of Real Estate**

**Unit 1/85 Argyle Avenue, CHELSEA VIC 3196**

**HICKS OAKLEY CHESSELL WILLIAMS**

**Lawyers & Notary**

Central 1, Level 2, Suite 17  
1 Ricketts Road, Mt Waverley VIC 3149  
PO Box 2165, Mt Waverley VIC 3149

Tel: (03) 9550 4600

Level 18, 461 Bourke Street  
Melbourne VIC 3000  
PO Box 16067, Collins St West VIC 8007

Tel: (03) 9629 7411

**Ref: SL:SKS:2241263**

# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print name(s) of person(s) signing:** Colin Robert McKenzie Henry and Judith Ann Soerink

State nature of authority, if applicable: Colin Robert McKenzie Henry as attorney for Colin John McKenzie Henry .....

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

# Table of contents

Particulars of sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

# Particulars of sale

## Vendor's estate agent

Name: OBrien Real Estate

Address: 463 Nepean Highway Chelsea

Email: jo.barclay@obrienrealestate.com.au

Tel: 03 9772 7077

Ref:

## Vendor

Name: **Colin John McKenzie Henry and Judith Ann Soerink**

Address: PO Box 499 WONTHAGGI VIC 3995

ABN/ACN:

## Vendor's legal practitioner or conveyancer

Name: **HICKS OAKLEY CHESSELL WILLIAMS**

Address: Building 1, Level 2, Suite 17, 1 Ricketts Road, Mt Waverley VIC 3149

Postal Address: PO Box 2165, Mount Waverley VIC 3149

Email: steve.shelley@hocw.com.au

Tel: 03 9550 4600 Ref: **SL:SKS:2241263**

## Purchaser's estate agent

Name: .....

Address: .....

Email: .....

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

## Purchaser

Name: .....

Address: .....

ACN/ABN: .....

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 <b>11028</b> Folio <b>320</b> | <b>1</b>  | <b>PS600849P</b> |

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **Unit 1/85 Argyle Avenue, CHELSEA VIC 3196**

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

**Payment**

Price \$ .....

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

Balance \$ ..... payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

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

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

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

**Lease** (general condition 5.1)

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

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

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

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

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

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

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

**NOTICE TO PURCHASER**

**PURSUANT TO SECTION 14-255 SCHEDULE 1  
OF THE TAXATION ADMINISTRATION ACT 1953 (CTH) (Act)  
AND SPECIAL CONDITION 1D**

**Purchaser GST Withholding Obligations**

The Vendor hereby gives Notice that the Vendor warrants and confirms that the Property the subject of this Contract of Sale is NOT new residential premises or potential residential land as defined in section 14-250 of the Act and the Purchaser has no GST withholding obligations.

Vendor: **Colin John McKenzie Henry and Judith Ann Soerink**

Property: **Unit 1/85 Argyle Avenue, CHELSEA VIC 3196**

# 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.*

## Special condition 1 – Identity of land

General Condition 7 is hereby deleted.

The Purchaser hereby admits the identity of the land with that described in the Particulars of Sale and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed by reason of any discrepancies between the actual area, boundaries, measurements or position of the land as occupied and the same as shown or described in the Particulars of Sale nor shall the Purchaser be entitled to call upon the Vendor to amend the Title or to bear or to contribute to the expense of any amendment of Title.

## Special condition 2 – Planning

The land is sold subject to any restriction as to use under any order, plan, scheme, permit, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect of any restriction.

## Special condition 3 – Entire Agreement

The Purchaser acknowledges that:

- a) no information, representation or warranty by the Vendor, the Vendor's agent or the Vendor's Legal Practitioner was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- b) no information, representation or warranty has been so relied upon; and
- c) this contract and the Vendor's section 32 statement, a copy of which is annexed, constitutes the entire agreement of the parties for the sale and purchase of the property and supersedes all previous contracts, agreements, understandings and negotiations in relation to the sale and purchase of the property.

## Special condition 4 – Further Acknowledgements

The Purchaser further acknowledges that the Purchaser takes the Property including improvements, chattels and fixtures in their present state and condition and that the Vendor makes no representations or warranties as to their fitness for purpose or whether they are in working order, and that:-

- (a) the Vendor shall not be required to undertake any repairs, alterations or works of any nature whether with respect to condition, materials or anything else;
- (b) the Vendor shall not be required to obtain the consent of any party or to move or remove any structure in the event any of the improvements on the Property are built over or near easements located on the Property;
- (c) the Vendor shall not be required to make good any damage or undertake any repairs, alterations or works of any nature with respect to removal of any fixtures or chattels excluded from the sale; and
- (d) no objection shall be taken or requisitions made and no compensation shall be claimed or allowed and settlement shall not be delayed by reason of any matter arising from the same.

### **Special condition 5 – Sale by Auction**

If the Property is offered for sale by public auction, it is offered subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the *Sale of Land Regulations 2014* which are set out below or any rules prescribed by regulation which modify or replace those Rules.

#### **Rules for the Conduct of an Auction**

The Schedules of the Sale of Land Regulations 2014 prescribe rules for the conduct of auctions as follows:-

1. Either:
  - (a) No bids may be made on behalf of the Vendor of the land; OR
  - (b) The auctioneer may make one or more bids on behalf of the Vendor at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below the reserve price the Vendor will first negotiate with the highest bidder for the purchase of the property.

### **Special condition 6 – Property in Goods**

The property in any goods shall not pass to the Purchaser until payment in full of the Price.

### **Special condition 7 – Settlement Date**

Where settlement does not take place on the Electronic Lodgement Network:

- (a) On the Settlement Date settlement shall be effected prior to 3.00pm at the offices of the Vendor's Legal Practitioners or any other place nominated by the Vendor's Legal Practitioners.
- (b) If settlement occurs after 3.00pm on the Settlement Date, the Purchaser is deemed to be in default in payment of the Residue until the following business day.
- (c) At settlement the Purchaser must pay the residue to the Vendor less any deductions or plus or minus any adjustments made in accordance with the Contract. Payment must be by an unendorsed bank cheque or cheques in favour of the Vendor or otherwise as the Vendor or the Vendor's Legal Practitioners direct in writing.

### **Special condition 8 – Investment of Deposit**

The parties direct that the Deposit payable by the Purchaser hereunder may be paid by the Vendor's Agent to Hicks Oakley Chessell Williams as stakeholder who shall be authorised to hold the Deposit in an interest bearing Trust Account or an interest bearing Trust Account Term Deposit with a bank nominated by Hicks Oakley Chessell Williams until the earlier of the Settlement Date or the date on which the deposit is released pursuant to Section 27(1) of the provisions of the *Sale of Land Act 1962* (as amended). In the event that this contract is avoided through no fault of the Purchaser, interest on such account shall accrue for the benefit of and be paid to the Purchaser, otherwise such interest shall accrue for the benefit of and be paid to the Vendor. The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number.

### **Special condition 9 – Loss or Damage Before Settlement**

General Conditions 31.4, 31.5 and 31.6 are hereby deleted.

### **Special condition 10 – *Foreign Acquisitions and Takeovers Act 1975* (Cth)**

- (a) The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this contract do not apply to the Purchaser and to this contract.
- (b) In the event of there being a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor any costs which may be incurred by the Vendor as a consequence thereof.
- (c) This warranty and indemnity shall not merge on completion of this contract.

### **Special condition 11 – Security Interests**

The Purchaser acknowledges that in the event of a security interest registered against the Vendor by:-

- (a) the Mortgagee, the Discharge of Mortgage will be accepted as sufficient discharge of the security interest;
- (b) other than the Mortgagee, the Purchaser will accept a letter releasing the Property from the security interest at Settlement

and the Purchaser will not require a formal release of the security interest, nor deduct any moneys for such, at Settlement.

### **Special condition 12 – Stamp Duty Indemnity**

The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereafter the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this contract and/or any substitute contract and/or the Instrument of Transfer or Conveyance of the land. This special condition shall not merge on completion of this contract.

### **Special condition 13 – Stamp Duty: Purchasers Buying Unequal Interests**

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the Date of Sale the proportions in which they are buying the Property (the proportions).
- (b) If the proportions recorded in the transfer differ from those recorded in this Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed under the Duties Act 2000 as a result of the variation.
- (c) This Special Condition will not merge on completion.

### **Special condition 14 – Variations to the General Conditions**

The General Conditions are varied as follows:

- (a) For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies; and
- (b) General Condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

**Special Condition 15- Vendor disclosure**

- (a) The Vendor discloses and the Purchaser acknowledges that:
  - (i) A garden shed has been built over a drainage easement ("the Disclosure").
- (b) The Purchaser acknowledges and agrees that:
  - (i) It has satisfied itself with the Disclosure;
  - (ii) It will not call upon the Vendor to do anything in relation to the Disclosure; and
  - (iii) It will not have the right to delay settlement, make any requisition, objection or claim compensation from the Vendor in relation to the Disclosure.

**Special condition 16 - No Waiver**

The Purchaser's liability and obligation to pay the Price, interest and other money payable under this Contract and otherwise to pay, perform and observe the terms and conditions of this Contract shall not, nor shall the right of the Vendor to require and to enforce each and every such liability and obligation, be or be deemed to be waived, diminished, varied, prejudiced or otherwise affected by any time, indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser or by any acceptance by the Vendor of money tendered by the Purchaser otherwise than in accordance with this Contract and time shall be and remain of the essence of this Contract notwithstanding any act or omission on the part of the Vendor.

## GUARANTEE AND INDEMNITY

**TO: The Vendor named and described in the Schedule**

**IN CONSIDERATION** of you entering into a Contract (**Contract**) with the Purchaser (**Purchaser**) named and described in the Schedule to sell to the Purchaser the property described in the Schedule at the request of the persons named in the Schedule as the Guarantor (**Guarantor**) and for all other good and valuable consideration the Guarantor **AGREES WITH AND GUARANTEES AND INDEMNIFIES** you as follows:-

1. **The** Guarantor shall pay to you on demand by you any money payable under the Contract which is not paid by the Purchaser within the time prescribed in the Contract for payment, whether demand for the money has been made by you on the Purchaser or not.
2. **The** Guarantor shall perform on demand by you all obligations binding the Purchaser which the Purchaser does not perform within the time prescribed in the Contract for performance, whether demand for performance has been made by you on the Purchaser or not.
3. **You** may, without affecting this Guarantee, grant any extension of time or other indulgence to, compound or compromise with or release the Purchaser or any person or corporation (including any person or corporation liable jointly with the Guarantor in respect of any other guarantee or security) from compliance with the provisions of the Contract or release, vary or renew in whole or in part any security, document of title, asset or right held by you.
4. **All** money received by you from or on account of the Purchaser (including any dividends upon the liquidation of the Purchaser) or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by you in reduction of the indebtedness of the Purchaser shall be regarded as payment in gross without any right on the part of the Guarantor to stand in your place or claim the benefit of any money so received until the Guarantor has paid the total indebtedness of the Purchaser. If the Guarantor goes into liquidation or receivership you shall be entitled to prove for the total indebtedness of the Purchaser.
5. **If** the Purchaser goes into liquidation, the Guarantor authorises you to prove for all moneys which have been paid under this Guarantee and to retain and to carry to a suspense account and appropriate at your discretion any dividends received until you have been paid in full in respect of the indebtedness of the Purchaser to you. The Guarantor waives in your favour all rights against you and the Purchaser and any other person, corporation, estate and asset necessary to give effect to anything contained in this Guarantee.
6. **Your** remedies against the Guarantor shall not be affected if any security held by you in relation to the indebtedness of the Purchaser or the Contract or both is void, voidable or unenforceable.
7. **The** Guarantor indemnifies you against any loss you may suffer by reason of the Purchaser (being a Company) having exceeded its powers or going into liquidation and, in particular, the Guarantor indemnifies you against any loss you may suffer by reason of interest ceasing to accrue and to be payable after the Purchaser goes into liquidation.
8. **Any** demand or notice under this Guarantee may be made or given in writing signed by you or by a director or secretary of you or your solicitors and (without prejudice to any other mode of service permitted by law) may be served on the Guarantor by prepaid letter at the Guarantor's address shown in the Schedule. Any notice or demand shall be deemed to be received the day after posting.
9. **The** Guarantor shall when required by you execute all documents and perform all acts as may be required by you to give effect to this Guarantee.
10. **The** Guarantor charges all of the Guarantor's estate title and interest in real estate in Australia to better secure payment of any moneys due to you under this Guarantee.
11. **The** Guarantor acknowledges that it was not induced to execute this Guarantee by any representation or promise made by you or on your behalf.
12. **This** Guarantee binds the Guarantor's personal representatives, successors and assigns.

- 13. Where** this Guarantee is executed by two or more persons (other than as agents for a named principal)-
- (a) each of those persons is not released from liability if this Guarantee ceases to bind any one or more of them as a continuing security; and
  - (b) a demand or notice under this Guarantee if made on or given to any one or more of those persons is deemed to have been given to all of them; and
  - (c) the expression "the Guarantor" includes all of those persons jointly and each of them severally and their respective personal representatives, successors and assigns.
- 14. In** this Guarantee "person" and words importing persons include bodies corporate.

## SCHEDULE

**PARTICULARS OF CONTRACT:**

**Vendor:** Colin John McKenzie Henry and Judith Ann Soerink

**Purchaser:**

**Property:** Unit 1/85 Argyle Avenue, CHELSEA VIC 3196

**Date of Contract:**

**PARTICULARS OF GUARANTORS:**

Name:

**Address:**

Name:

**Address:**

**DATED** the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SIGNED SEALED AND DELIVERED** by

in the presence of:

.....  
(Signature of Witness)

.....  
Name of Witness (Block Letters)

)  
)  
)  
)  
)  
)  
)  
)  
)

Signature of \_\_\_\_\_

**SIGNED SEALED AND DELIVERED** by

in the presence of:

.....  
(Signature of Witness)

.....  
Name of Witness (Block Letters)

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
.....  
Signature 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 one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

## **7. IDENTITY OF THE LAND**

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

## **8. SERVICES**

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

## **9. CONSENTS**

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

## **10. TRANSFER & DUTY**

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

## **11. RELEASE OF SECURITY INTEREST**

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
  - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009 (Cth)* setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009 (Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

## **12. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

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

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

### 14. DEPOSIT

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

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

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

## 15. DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

## 16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

## 19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

## 20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

## 21. BUILDING REPORT

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

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

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

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) the settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

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

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

## 25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

---

## Transactional

### 26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
  - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
  - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
  - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
  - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
  - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
  - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
  - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
  - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
  - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
  - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

## **32. BREACH**

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

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

---

# **Default**

## **33. INTEREST**

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

## **34. DEFAULT NOTICE**

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

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## **35. DEFAULT NOT REMEDIED**

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

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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



**Colin John McKenzie Henry and Judith Ann Soerink**

## **Vendor's Statement**

**Unit 1/85 Argyle Avenue, CHELSEA VIC 3196**

**HICKS OAKLEY CHESSELL WILLIAMS**  
Lawyers & Notary

Central 1, Level 2, Suite 17  
1 Ricketts Road, Mt Waverley VIC 3149  
PO Box 2165, Mt Waverley VIC 3149  
Tel: (03) 9550 4600

Level 18, 461 Bourke Street  
Melbourne VIC 3000  
PO Box 16067, Collins St West VIC 8007  
Tel: (03) 9629 7411

**Ref: SL:SKS:2241263**

# Vendor Statement

## Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk (\*) appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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

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

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

**Land**

**Unit 1/85 Argyle Avenue, CHELSEA VIC 3196**

**+ Vendor's  
name**

**Colin John McKenzie Henry**

**Date**

**11/03/2025**

**+ Vendor's  
signature**

*Robert Henry*

Colin Robert McKenzie Henry as attorney for Colin John McKenzie Henry.....

**+ Vendor's  
name**

**Judith Ann Soerink**

**Date**

**10/03/2025**

**+ Vendor's  
signature**

*Judith Soerink*

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

**+ Purchaser's  
name**

**Date**

/ /

**+ Purchaser's  
signature**

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## 1. FINANCIAL MATTERS

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

- (a) \*Are contained in the attached certificate/s. \_\_\_\_\_
- (b) To the best of the vendor's knowledge the vendor declares that,
  - (i) the land is NOT tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024;
  - (ii) the AVPCC most recently allocated to the land is 140

### 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

N/A

To

Other particulars (including dates and times of payments): None to the vendor's knowledge save for any contained in the attached certificates.

### 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.

N/A .

### 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.

N/A .

## 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.

N/A

### 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.

N/A

### 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:

There is a small garden shed built over easement E 1

#### 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 under section 192A of the *Building Act* 1993 if the square box is marked with an "X"

☐

#### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

### 4. NOTICES

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

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

There are none to the vendor's knowledge.

#### 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:

N/A

#### 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:

N/A

### 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):

There are none.

### 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.

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.

### 7.1 Work-in-Kind Agreement - not applicable

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

### 7.2 GAIC Recording - not applicable

This section 7.2 only applies if there is a GAIC recording.

## 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 **Volume 11028 Folio 320**; and
- **PS600849P** being the document, or part of a document, referred to as the “diagram location” in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision - Not applicable

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

### 10.2 Staged Subdivision - Not applicable

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.

### 10.3 Further Plan of Subdivision - Not applicable

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.

## 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 1000m<sup>2</sup>; (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):

N/A

## 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.)*

See attached.

## 13. ATTACHMENTS

- Planning Certificate;
- Planning Report and Planning Property Report;
- VicRoads Certificate;
- Land Tax Certificate;
- Land Information Certificate;
- Building Certificate;
- Water Information Statement;
- Sewer and Drains Plan;
- Owners Corporation Certificate;
- EPA Priority Sites Register Plus; and
- Due Diligence Checklist.

# 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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 2

VOLUME 11028 FOLIO 320

Security no : 124122109495R  
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### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 600849P.  
PARENT TITLE Volume 10211 Folio 780  
Created by instrument PS600849P 12/09/2007

### REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
JUDITH ANN SOERINK of 9 ROYAL PARADE INVERLOCH VIC 3996  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
COLIN JOHN MCKENZIE HENRY of 9 ROYAL PARADE INVERLOCH VIC 3996  
AN082245W 07/09/2016

### ENCUMBRANCES, CAVEATS AND NOTICES

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

### DIAGRAM LOCATION

SEE PS600849P 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 1 85 ARGYLE AVENUE CHELSEA VIC 3196

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18372J PARTNERS OF BOOTHBY & BOOTHBY  
Effective from 07/09/2016

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS600849P

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

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Page 2 of 2

DOCUMENT END

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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS600849P</b>        |
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <h1 style="margin: 0;">PLAN OF SUBDIVISION</h1>                                                                                                                                                                                                                                                                                                                                        |          |                     |           | Stage No.<br><div style="border: 1px solid black; height: 40px; width: 100%;"></div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | LR use only<br><br>EDITION                                                                                                                                         | Plan Number<br><br>PS600849P |
| <b>Location of Land</b><br>Parish: LYNDHURST<br>Township: _____<br>Section: _____<br>Crown Allotment: 144 (PART)<br>Crown Portion: _____<br><br><b>Title References:</b><br>Vol 10211 Fol 780<br><br>Last Plan Reference: LOT 2 ON PS335640T<br>Postal Address: 85 ARGYLE AVENUE<br>CHELSEA<br><br>MGA Co-ordinates: E 335 780<br>(Of approx. centre of plan) N 5 786 740      Zone 55 |          |                     |           | <b>Council Certification and Endorsement</b><br>Council Name: KINGSTON CITY COUNCIL    Ref: KS240/06<br>1. This plan is certified under section 6 of the Subdivision Act 1988.<br><del>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</del><br><del>Date of original certification under section 6 / /</del><br>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.<br><br><b>Open Space</b><br>(i) A requirement for public open space under section 18 Subdivision Act 1988 <del>has</del> / has not been made.<br><del>(ii) The requirement has been satisfied</del><br><del>(iii) The requirement is to be satisfied in Stage /</del><br><br>Council Delegate<br><del>Council seal</del><br>Date 16/05/2007<br><br>Re-certified under section 11(7) of the Subdivision Act 1988<br>Council delegate<br>Council seal<br>Date / / |                                                                                                                                                                    |                              |
| <b>Vesting of Roads or Reserves</b>                                                                                                                                                                                                                                                                                                                                                    |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                    |                              |
| Identifier                                                                                                                                                                                                                                                                                                                                                                             |          | Council/Body/Person |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                    |                              |
| Nil                                                                                                                                                                                                                                                                                                                                                                                    |          | Nil                 |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                    |                              |
| <b>Notations</b>                                                                                                                                                                                                                                                                                                                                                                       |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                    |                              |
| <b>Depth Limitation:</b> Does not apply                                                                                                                                                                                                                                                                                                                                                |          |                     |           | <b>Staging</b> This <del>is</del> is not a staged subdivision Planning Permit No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                    |                              |
| <b>Other Notations</b><br><br>• BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS :<br>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:<br>MEDIAN: BOUNDARIES MARKED M<br>EXTERNAL FACE: ALL OTHER BOUNDARIES<br><br>• LOTS 2 TO 9 CONTAIN 2 PARTS                                                                                                                       |          |                     |           | Survey:- This plan is / <del>is not</del> based on survey.<br><br>To be completed where applicable.<br>This survey has been connected to permanent marks no(s). PM128 & PM129<br>In proclaimed Survey Area no.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                    |                              |
| <b>Easement Information</b>                                                                                                                                                                                                                                                                                                                                                            |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LR use only<br>Statement of Compliance / Exemption Statement<br><br>Received <input type="checkbox"/><br><br>Date / /                                              |                              |
| <b>Legend:</b> A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)<br>SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN                                                                                                                                                                                                   |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LR use only<br>PLAN REGISTERED<br>TIME 2:12 PM<br>DATE 12/09/2007<br><br>Assistant Registrar of Titles<br>                                                         |                              |
| Easement Reference                                                                                                                                                                                                                                                                                                                                                                     | Purpose  | Width (Metres)      | Origin    | Land Benefited/In Favour Of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                    |                              |
| E-1                                                                                                                                                                                                                                                                                                                                                                                    | SEWERAGE | 2.50                | LP207214T | LOTS ON LP207214T                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                    |                              |
| <b>Hellier McFarland</b><br>Land Surveyors Property Consultants Town Planners<br>342 Hawthorn Rd, Caulfield South, VIC 3162<br>Tel: 03 9532 9951 Fax: 9532 9941<br>www.hmf.com.au hmf@hmf.com.au                                                                                                                                                                                       |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | LICENSED SURVEYOR RAYMUND FRANCIS EARLS<br><br>SIGNATURE _____ DATE 11/4/07<br>REF 6354/1 VERSION C<br><small>C:\14_DATA\6354\JC lcd : comps: 6354.MGA.aee</small> |                              |
|                                                                                                                                                                                                                                                                                                                                                                                        |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DATE 16/05/2007<br>COUNCIL DELEGATE SIGNATURE<br><br>Original sheet size A3                                                                                        |                              |
|                                                                                                                                                                                                                                                                                                                                                                                        |          |                     |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Sheet 1 of 5 Sheets                                                                                                                                                |                              |





COUNCIL DELEGATE SIGNATURE

PS600849P

FOR CURRENT OWNERS CORPORATION DETAILS  
SEE OWNERS CORPORATION SEARCH REPORT



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 18/02/2025 10:27:33 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS600849P**

The land in PS600849P is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 9.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

LEVEL 2 222-225 BEACH ROAD MORDIALLOC VIC 3195

AS427863G 09/08/2019

### Owners Corporation Manager:

NIL

### Rules:

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

### Owners Corporation Rules:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

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

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0           | 0         |
| Lot 1             | 11          | 11        |
| Lot 2             | 10          | 10        |
| Lot 3             | 10          | 10        |
| Lot 4             | 10          | 10        |
| Lot 5             | 10          | 10        |
| Lot 6             | 11          | 11        |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 18/02/2025 10:27:33 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS600849P**

### Entitlement and Liability:

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

| Land Parcel  | Entitlement  | Liability    |
|--------------|--------------|--------------|
| Lot 7        | 10           | 10           |
| Lot 8        | 10           | 10           |
| Lot 9        | 11           | 11           |
| <b>Total</b> | <b>93.00</b> | <b>93.00</b> |

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

Statement End.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1111657

## APPLICANT'S NAME & ADDRESS

HICKS OAKLEY CHESSELL WILLIAMS C/- INFOTRACK  
(PRACTICE EVOLVE) C/- LANDATA

DOCKLANDS

## VENDOR

HENRY, COLIN JOHN MCKENZIE

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

416548

This certificate is issued for:

LOT 1 PLAN PS600849 ALSO KNOWN AS 1/85 ARGYLE AVENUE CHELSEA  
KINGSTON CITY

The land is covered by the:

KINGSTON PLANNING SCHEME

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

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

18 February 2025

**Sonya Kilkeny**  
Minister for Planning

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.

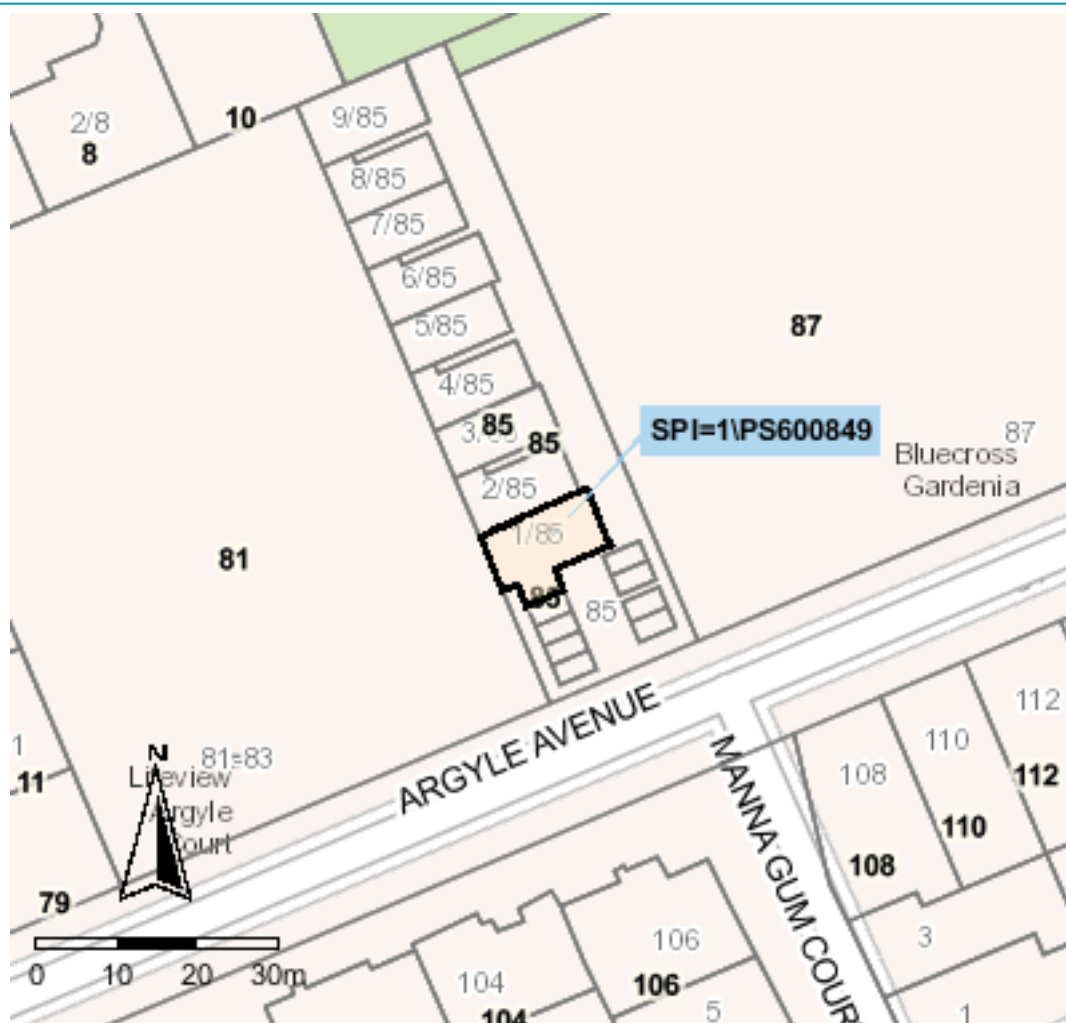
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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](mailto:landata.enquiries@servictoria.com.au)

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



Copyright © State Government of Victoria. Service provided by [maps.land.vic.gov.au](http://maps.land.vic.gov.au)

### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 March 2025 10:01 AM

## PROPERTY DETAILS

Address: **1/85 ARGYLE AVENUE CHELSEA 3196**  
Lot and Plan Number: **Lot 1 PS600849**  
Standard Parcel Identifier (SPI): **1\PS600849**  
Local Government Area (Council): **KINGSTON**  
Council Property Number: **437175**  
Planning Scheme: **Kingston**  
Directory Reference: **Melway 97 E1**

[www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

[Planning Scheme - Kingston](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MORDIALLOC**

## OTHER

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

[View location in VicPlan](#)

## Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 \(NRZ7\)](#)



**NRZ - Neighbourhood Residential**

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

## Planning Overlays

No planning overlay found

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**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

PLANNING PROPERTY REPORT: 1/85 ARGYLE AVENUE CHELSEA 3196

Page 1 of 4

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 26 February 2025.

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

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

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

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

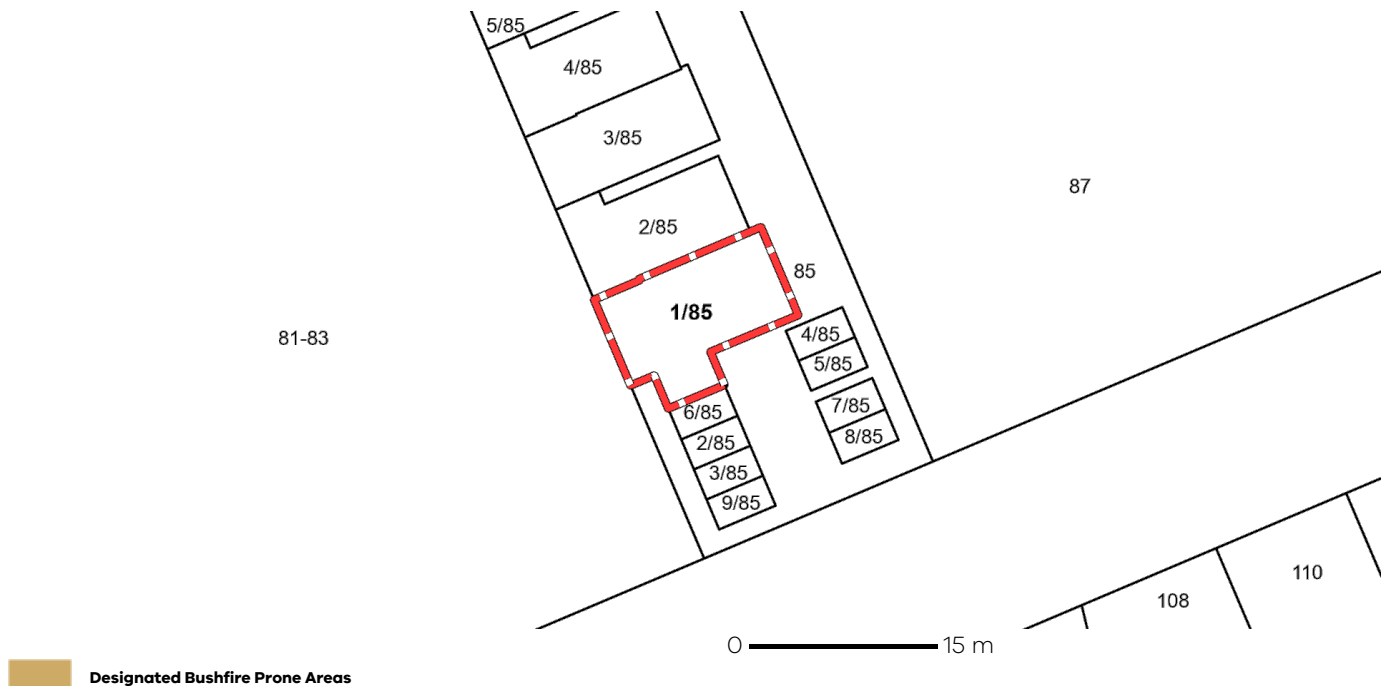
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 05 March 2025 10:01 AM

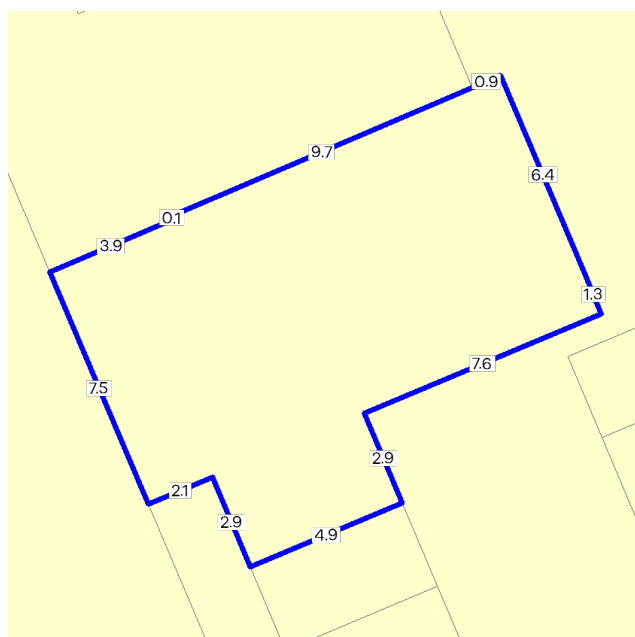
## PROPERTY DETAILS

Address: **1/85 ARGYLE AVENUE CHELSEA 3196**  
Lot and Plan Number: **Lot 1 PS600849**  
Standard Parcel Identifier (SPI): **1\PS600849**  
Local Government Area (Council): **KINGSTON**  
Council Property Number: **437175**  
Directory Reference: **Melway 97 E1**

[www.kingston.vic.gov.au](http://www.kingston.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 124 sq. m

**Perimeter:** 50 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**  
Legislative Assembly: **MORDIALLOC**

## PLANNING INFORMATION

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

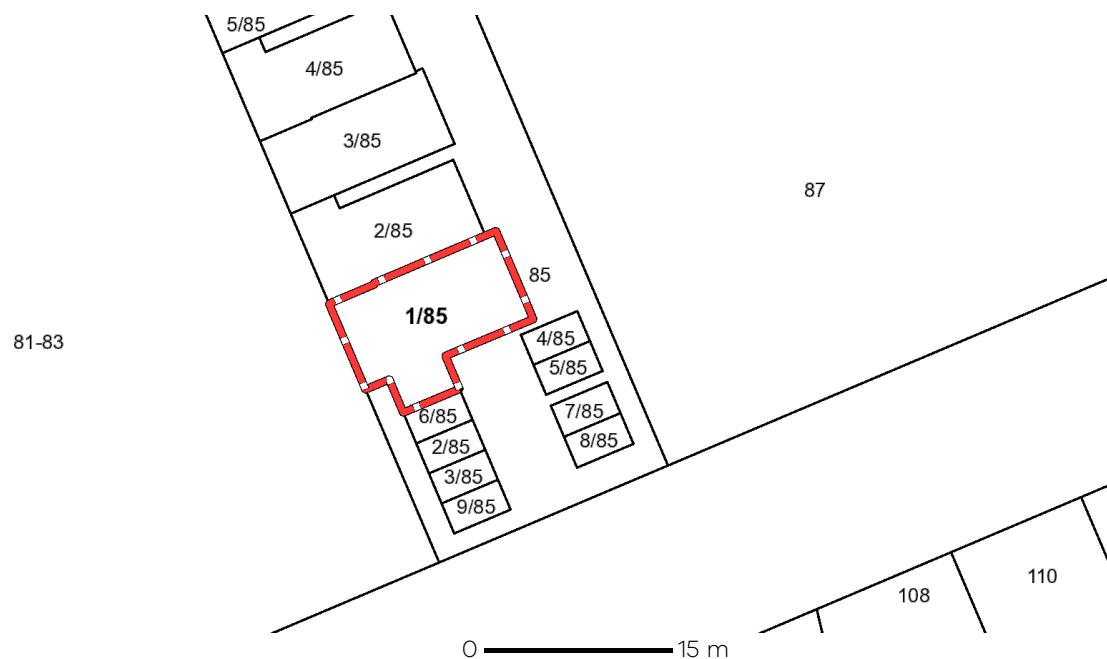
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

**BUILDING CERTIFICATE**  
**Building Regulations 2018**  
**Regulation 51 (1)**



**Certificate Number :** JA:KENNS2:437175  
**Your Reference:** 75877828-018-5:74676  
**Contact:** Susan Kennedy  
**Phone number:** 9581 4130

21 February 2025

**Property Address:** 1 / 85 Argyle Avenue, CHELSEA VIC 3196

**Regulation 51(1)**

There is no record of any Building Permits being issued for construction on the allotment during the last 10 years.

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

**Residential Notes:**

- As of 1 December 2019 all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11<sup>th</sup> March 2009 all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.

A handwritten signature in black ink, appearing to read 'John Anagianis'.

**John Anagianis**  
**Municipal Building Surveyor**

*community inspired leadership*

# Land Information Certificate

Local Government Act 1989 – Section 229  
Local Government (General) Regulations 2004



City of  
**KINGSTON**

Landata  
Dept of Environment, Land, Water and Planning  
570 Bourke St  
MELBOURNE VIC 3000

|                          |                                      |
|--------------------------|--------------------------------------|
| Date of Issue:           | 18 February 2025                     |
| Assessment No:           | 109574 2                             |
| Property Location:       | 1 85 Argyle Avenue, CHELSEA VIC 3196 |
| Parcel Details:          | Lot 1 PS600849                       |
| Certificate No:          | 152423                               |
| Certificate Expiry Date: | 19 May 2025                          |
| Applicants Reference:    | 75877828-016-1:74675                 |

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

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

|                                           |                         |         |
|-------------------------------------------|-------------------------|---------|
| Operative Date of Valuation: 01 July 2024 | Site Value:             | 132,500 |
| Relevant Date of Valuation: 01 Jan 2024   | Capital Improved Value: | 340,000 |
|                                           | Net Annual Value:       | 17,000  |

Council uses Capital Improved Value to determine the value of property for rating purposes

## RATES AND CHARGES 1<sup>st</sup> July 2024 to 30<sup>th</sup> June 2025

### Arrears

|                                       |        |
|---------------------------------------|--------|
| Arrears - Brought Forward 01/07/2024  | \$0.00 |
| Legal Fees Brought Forward 01/07/2024 | \$0.00 |

### Current Rate

|                             |          |
|-----------------------------|----------|
| General Rates               | \$538.49 |
| Fire Services Property Levy | \$161.58 |
| Municipal Charge            | \$100.00 |
| Waste Management            | \$307.00 |
|                             | \$       |
|                             | \$       |
| Legal Costs/Charges         | \$0.00   |
| Interest on Arrears         | \$0.00   |
| Interest on Current Rates   | \$0.00   |

**Payments** \$-553.57

**Property Debts** \$0.00 (Fire Hazard / Property Clearance)

**OUTSTANDING** **\$553.50**

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

|                         |             |
|-------------------------|-------------|
| Assessment No.          | 109574/2    |
| Certificate No.         | 152423      |
| Certificate Expiry Date | 19 May 2025 |

## ADDITIONAL INFORMATION

140 - Retirement Village Unit

**Please Note:** All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser.** If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$29.72.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 19 May 2025.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
  - In full 15 February 2025.
 Four instalments: 30 September 2024, 30 November 2024, 28 February 2025, 31 May 2025.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

**Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.**

## Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



**Biller Code: 8938**

**Ref: 1095742**

**Tanya Madhwani**

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

\*\*\*\*\*IMPORTANT INFORMATION REGARDING THIS CERTIFICATE\*\*\*\*\*  
No Conditions apply to this property.

Hicks Oakley Chessell Williams C/-  
InfoTrack (Practice Evolve)  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
UNIT 1 LOT 1 85 ARGYLE AVENUE  
CHELSEA 3196  
1 PS 600849

| REFERENCE NO.    | YOUR REFERENCE             | DATE OF ISSUE    | CASE NUMBER |
|------------------|----------------------------|------------------|-------------|
| 50B//09608/00226 | LANDATA CER 75877828-030-7 | 18 FEBRUARY 2025 | 48648779    |

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

|                                                          |                          |         |
|----------------------------------------------------------|--------------------------|---------|
| <b>Parks Victoria - Parks Service Charge</b>             | 01/01/2025 to 31/03/2025 | \$21.79 |
| <b>Melbourne Water Corporation Total Service Charges</b> | 01/01/2025 to 31/03/2025 | \$30.52 |

### (b) By South East Water

|                                 |                          |                 |
|---------------------------------|--------------------------|-----------------|
| <b>Water Service Charge</b>     | 01/01/2025 to 31/03/2025 | \$22.58         |
| <b>Sewerage Service Charge</b>  | 01/01/2025 to 31/03/2025 | \$98.05         |
| <b>Subtotal Service Charges</b> |                          | <u>\$172.94</u> |
| <b>TOTAL UNPAID BALANCE</b>     |                          | \$172.94        |

- The meter at the property was last read on 15/11/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** **\$0.21 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

## 2. Encumbrance Summary

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

This property is located within 50m of a South East Water main sewer vent. Should the property be redeveloped or alteration to the existing building be proposed, in closer proximity and/or which increases the height of the existing building, the vent location and/or height may require alteration to prevent sewer gases from affecting building amenity. You should note that any such alterations will need to be carried out by South East Water at the cost of the owner of the property. For details please contact Property Development on 131694.

The land is within an area declared an area of "Land Liable to Flooding" pursuant to Section 205 of the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

The land has been filled in accordance with Melbourne Water requirements and is no longer considered to be "Land Liable to Flooding".

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au) Part of the

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

**ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)**

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

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

**Important Warnings**

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

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

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

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

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

### 3. Disclaimer

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

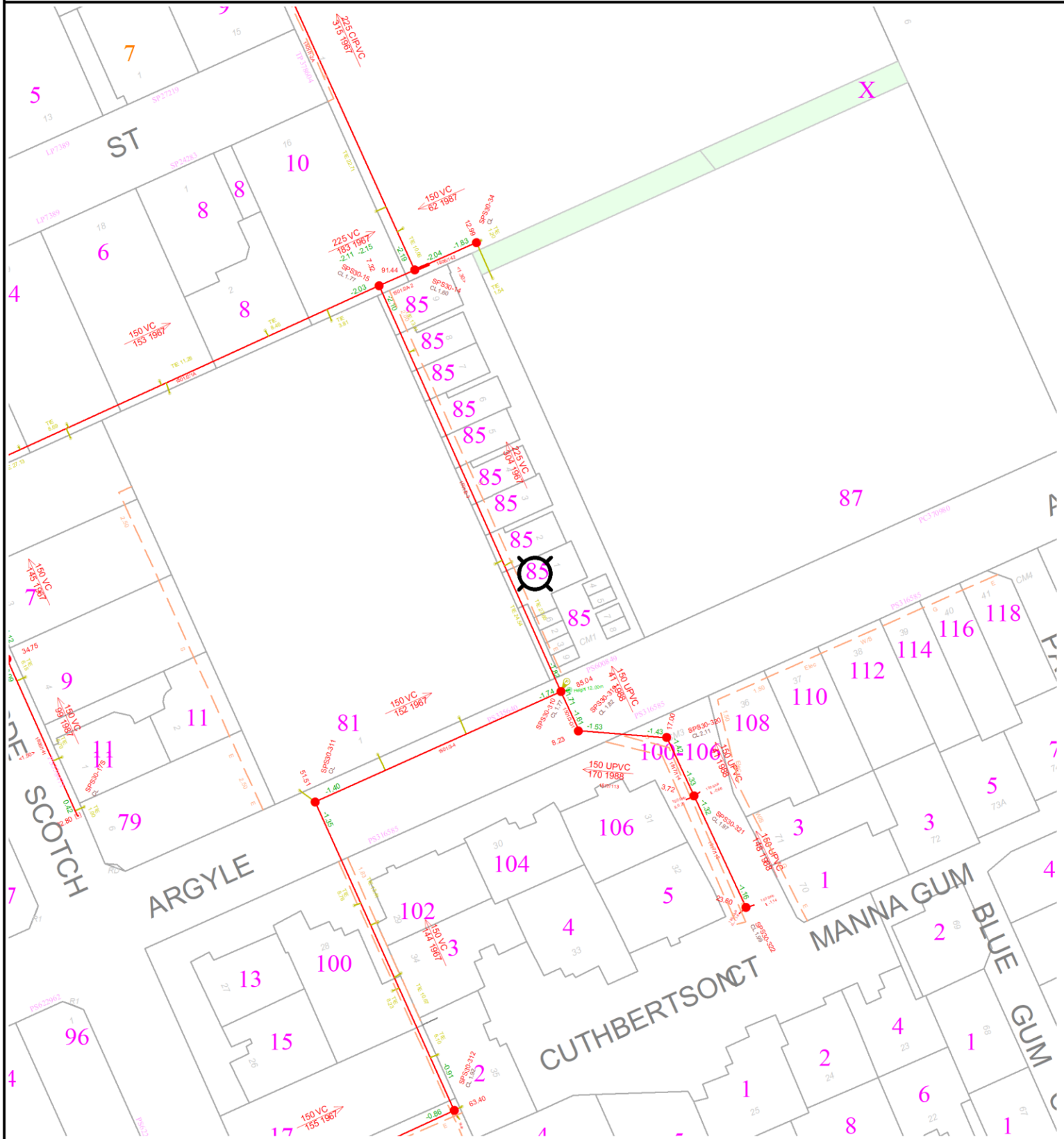
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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



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

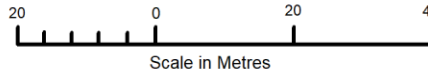
|  |                     |  |                                   |  |                      |
|--|---------------------|--|-----------------------------------|--|----------------------|
|  | Title/Road Boundary |  | Subject Property                  |  | Maintenance Hole     |
|  | Proposed Title/Road |  | Sewer Main & Property Connections |  | Inspection Shaft     |
|  | Easement            |  | Direction of Flow                 |  | Offset from Boundary |

<

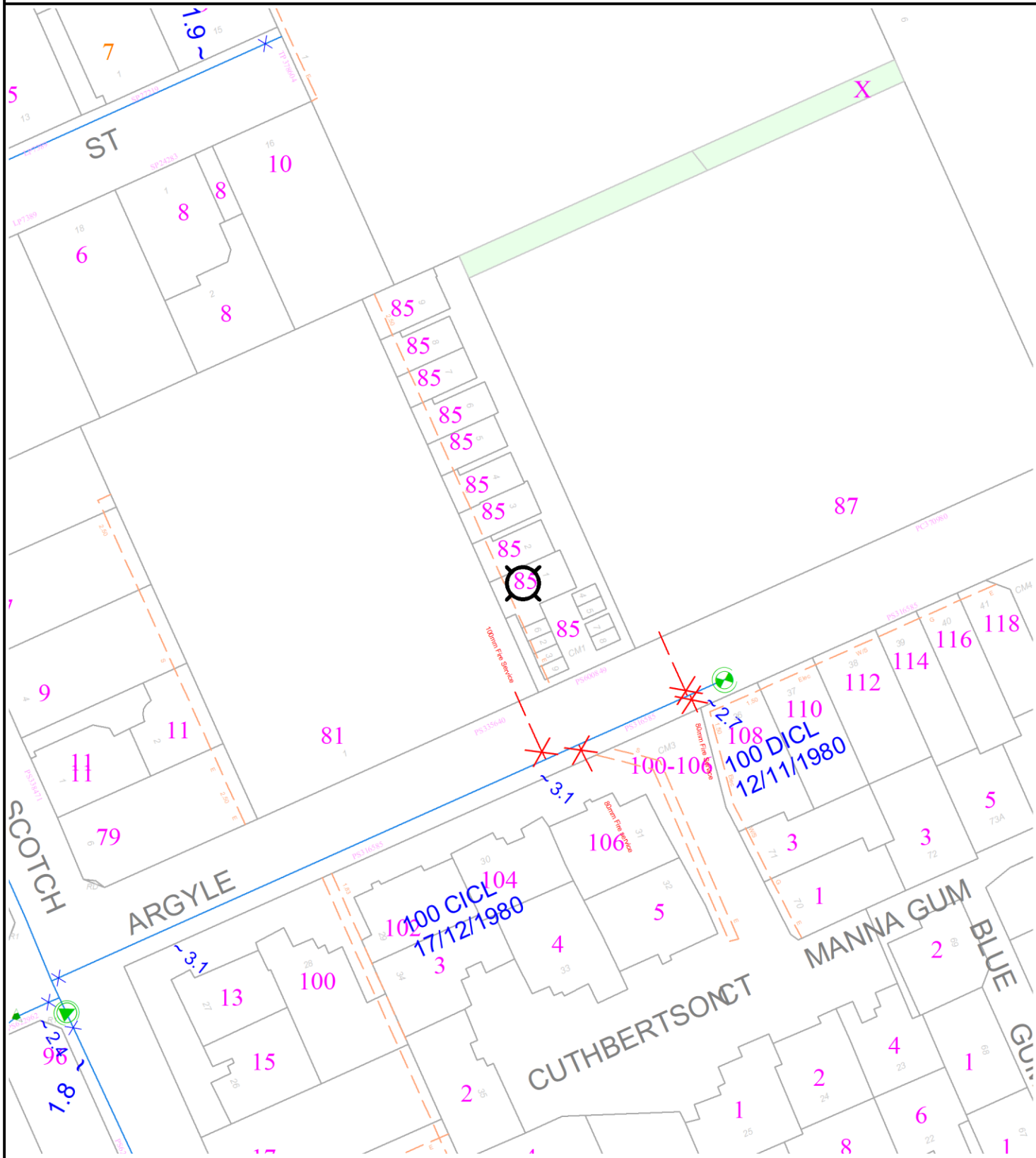


Property: Lot 1 UNIT 1 85 ARGYLE AVENUE CHELSEA 3196

Case Number: 48648779

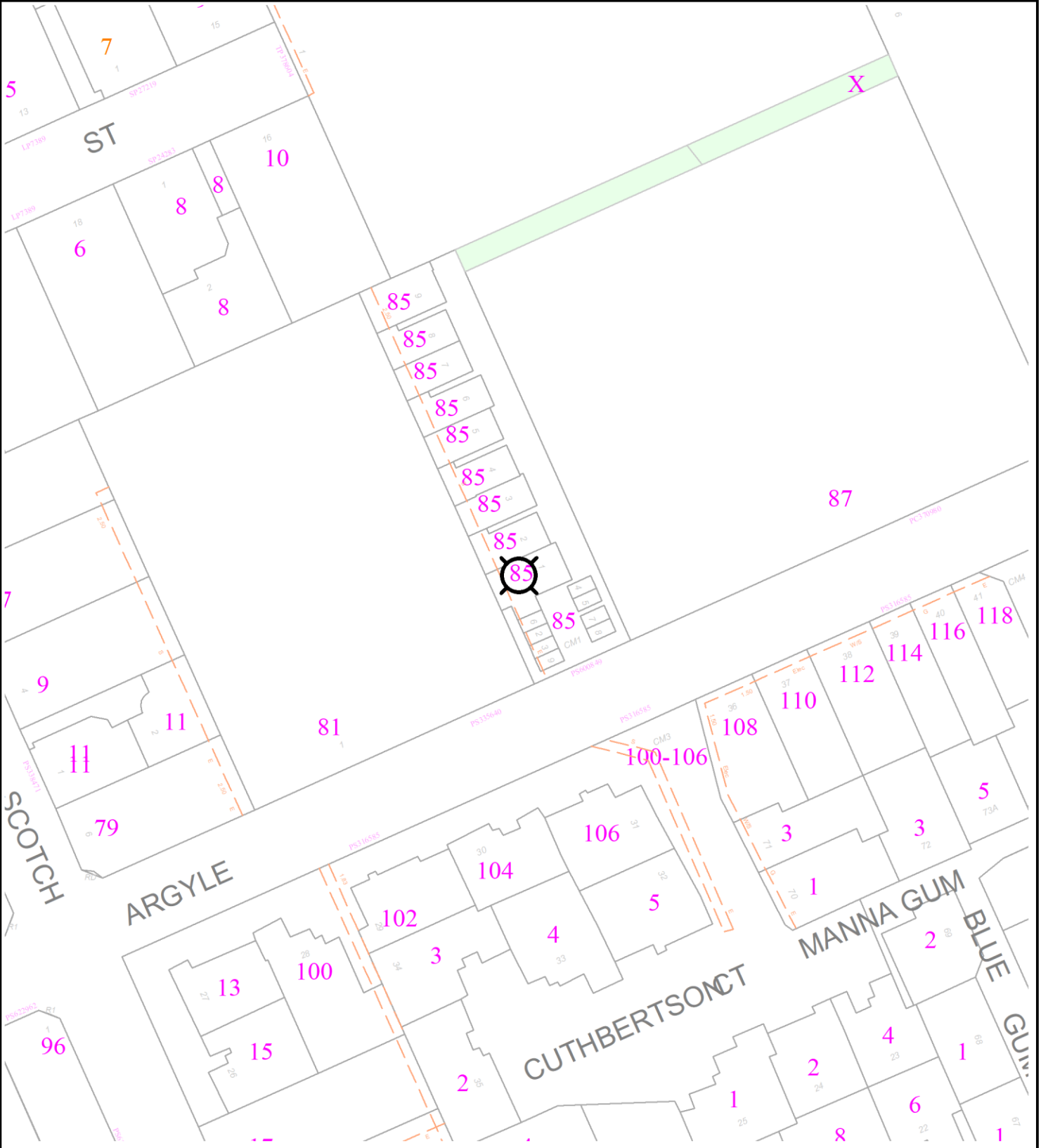
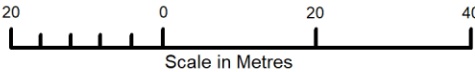


Date: 18FEBRUARY2025



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

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



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

| LEGEND |                     |  |                                |
|--------|---------------------|--|--------------------------------|
|        | Title/Road Boundary |  | Subject Property               |
|        | Proposed Title/Road |  | Recycled Water Main Valve      |
|        | Easement            |  | Recycled Water Main & Services |
|        |                     |  | Hydrant                        |
|        |                     |  | Fireplug/Washout               |
|        |                     |  | Offset from Boundary           |

19 FEBRUARY 2025

Secure Electronic Registries Victoria PSP  
E-mail: [landata.online@servictoria.com.au](mailto:landata.online@servictoria.com.au)

Dear Customer,

Please find attached information regarding your application.

**Our Reference: Case Number 48660684**  
**Applicant Reference: 75877828-031-4**  
**Property: Lot 1 UNIT 1 85 ARGYLE AVENUE CHELSEA 3196**  
**Service Requested: Property Sewerage Plan**  
**Order Number: 48053785**

**Receipt Number and Amount Paid:**

**230735074**

**\$34.35**

**Billed**

This plan is issued for the purpose of assisting you in identifying property service drainage information only and may not show all mains on the property. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. The information contained within this plan has been provided to South East Water from a third party, as such South East Water does not accept responsibility for the accuracy of this plan. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work.

If you have any enquiries please contact South East Water on 9552 3770.

Yours sincerely



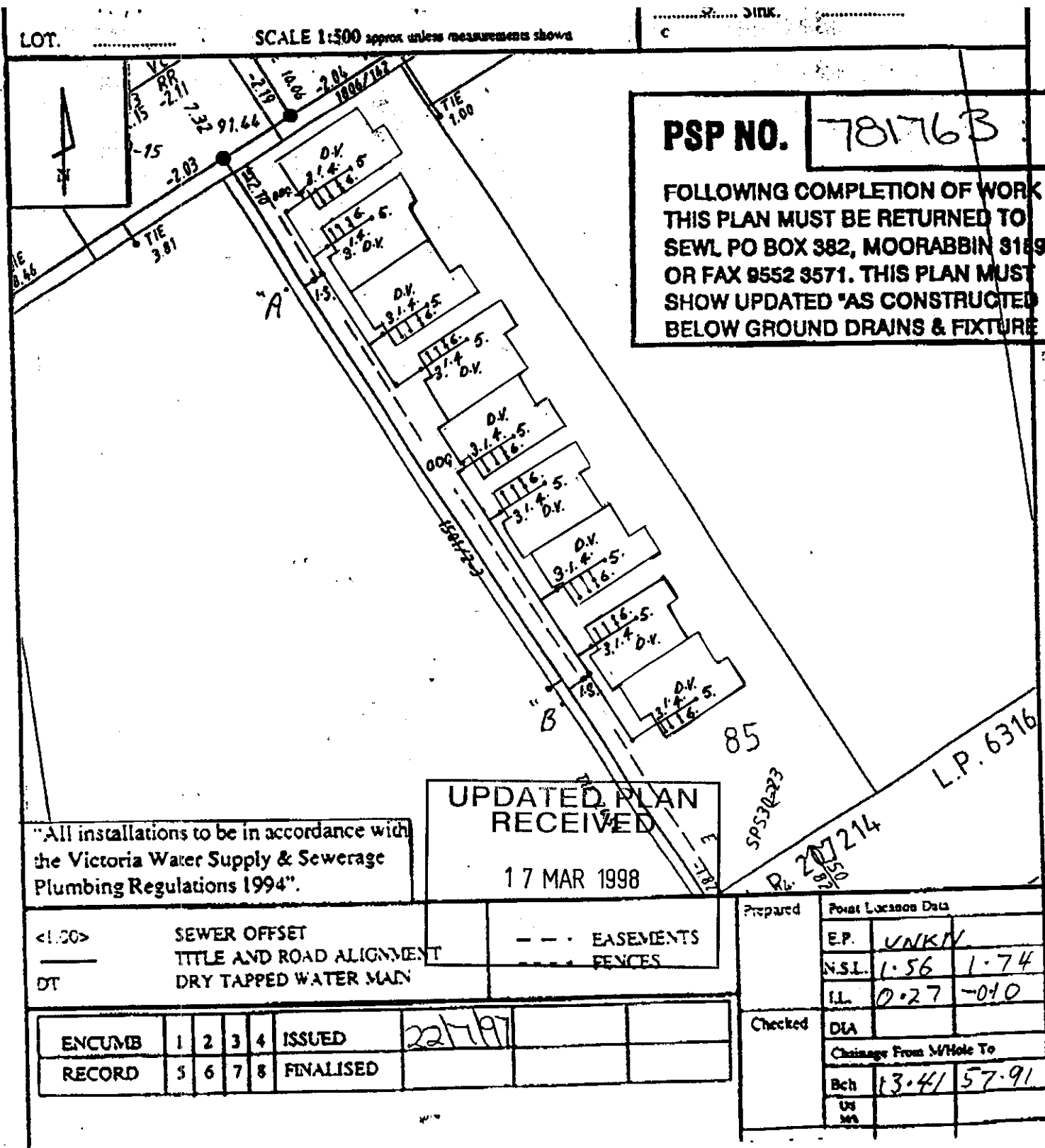
Sandra Fredericks  
**CONNECTIONS SUPPORT MANAGER**

Property: Lot 1 85 ARGYLE AVENUE CHELSEA 3196

## LEGEND

—— Title/Road boundary BT Boundary Trap - - - - Easement < 1.0 > Offset from Boundary

**WARNING:** This plan is issued solely for the purpose of assisting you in identifying property service drainage information only and may not show all sewer mains on the property. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details).



**LOTSEARCH REFERENCE**  
LS073641 PS

**REPORT DATE**  
18 Feb 2025 10:43:26

**CLIENT ID**  
155475477

**ADDRESS**  
1/85 ARGYLE AVENUE, CHELSEA VIC  
3196

**COUNCIL**  
Kingston City



**LOTSEARCH**  
Spatial Intelligence | Mapping Risk

**LOT/PLAN**  
Lot 1, PS600849

## EPA Priority Sites Register Plus+

**Disclaimer:**

The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.

You should obtain independent advice before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.



# LOTSEARCH

Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE  
LS073641 PS

REPORT DATE  
18 Feb 2025 10:43:26

## EPA Priority Sites Register Plus+

ADDRESS  
1/85 ARGYLE AVENUE, CHELSEA  
VIC 3196



- This report provides information sourced from freely available, public registers held by state environmental regulators and certain federal government agencies.
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries. Search results are provided for your property and the surrounding search area.
- Search results are categorised below, with search results and a site map provided on the following pages.



### 1. Contaminated Land Registers

No Records Identified

State environmental regulators have registers of known or notified contaminated land. These sites are typically those that pose the greatest environmental risk, and will often be actively managed, regulated or remediated.



### 2. Regulated Activities

No Records Identified

State regulators issue environmental licences, permits or authorisations, to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.



### 3. Contamination Investigations

No Records Identified

Government departments may undertake or enforce investigations into specific or suspected contamination issues. For example, investigation or management programs may be undertaken at airports or defence sites suspected of PFAS contamination. Further information on PFAS can be accessed [here](#).



### 4. Other Contamination Issues

Records Identified



Government registers can identify other contamination issues. These registers can include but are not limited to pollution, penalty or clean up notices, and records that indicate restrictions on the use of groundwater.

#### HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to multiple government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

#### WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- Visit our website or contact our support team to access more Lotsearch products & additional government searches
- Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies [ALGA](#) , [ACLCA](#) & [EIANZ](#).

 [support@lotsearch.com.au](mailto:support@lotsearch.com.au)

 +61 (02) 8287 0680

 [lotsearch.com.au](https://lotsearch.com.au)



# Site Map

1/85 ARGYLE AVENUE, CHELSEA VIC 3196

LOTSEARCH REFERENCE

LS073641 PS

REPORT DATE

18 Feb 2025



## LEGEND

-  Site Boundary
-  Search Area
-  Search Results

Data Source Aerial Imagery:  
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN,  
and the GIS UserCommunity





## Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

| Map ID | Record Type                                  | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------------------------|-------------------|------|----------|----------|--------------|--------|-----------|
|        | No records for your property were identified |                   |      |          |          |              |        |           |

The following table contains records that were identified in the surrounding search area:

| Map ID | Record Type                  | Category (Page 2) | Name                            | Location                      | Activity                                                                           | Further Info                                                      | Status                               | Reference |
|--------|------------------------------|-------------------|---------------------------------|-------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------|-----------|
| 1      | Pollution or Remedial Notice | 4                 | KINGSTON CITY COUNCIL           | SCOTCH PDE, CHELSEA           | Former Landfill, Requires ongoing management.                                      | 31A(1)                                                            | Legacy EPA Database Pollution Notice | NO2855    |
|        | Pollution or Remedial Notice | 4                 |                                 | 84 THAMES PROM, CHELSEA       | Industrial waste has been dumped at the site. Requires assessment and/or clean up. | Previous Priority Notice                                          | Previous Priority Notice             | 90007352  |
|        | Pollution or Remedial Notice | 4                 | KINGSTON CITY COUNCIL [CHELSEA] | 84 - 130 THAMES PROM, CHELSEA | Former Landfill. Requires ongoing management.                                      | Previous Priority Notice, Post-Closure Pollution Abatement Notice | Previous Priority Notice             | 90003613  |

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

| Map ID | Record Type                | Category (Page 2) | Name | Location | Activity | Further Info | Status | Reference |
|--------|----------------------------|-------------------|------|----------|----------|--------------|--------|-----------|
|        | No records were identified |                   |      |          |          |              |        |           |

## Data Sources

The results in this report are based upon the following datasets only:

| Dataset Name                                                          | Data Source                                              | Lotsearch Update Date |
|-----------------------------------------------------------------------|----------------------------------------------------------|-----------------------|
| Current EPA Priority Sites                                            | Environment Protection Authority Victoria                | 18/02/2025            |
| EPA Site Management Orders                                            | Environment Protection Authority Victoria                | 24/01/2025            |
| EPA Register of Permissions                                           | Environment Protection Authority Victoria                | 11/02/2025            |
| Legacy EPA Licensed Activities                                        | Environment Protection Authority Victoria                | 19/07/2022            |
| Legacy EPA Works Approvals                                            | Environment Protection Authority Victoria                | 13/12/2022            |
| Legacy EPA Prescribed Industrial Waste                                | Environment Protection Authority Victoria                | 12/08/2020            |
| EPA Preliminary Risk Screening Assessments                            | Environment Protection Authority Victoria                | 24/01/2025            |
| EPA Environmental Audit Reports                                       | Environment Protection Authority Victoria                | 24/01/2025            |
| Planning Scheme Overlay - Environmental Audits                        | VIC Department of Energy, Environment and Climate Action | 14/02/2025            |
| EPA PFAS Site Investigations                                          | Environment Protection Authority Victoria                | 24/01/2025            |
| Defence 3 Year Regional Contamination Investigation Program           | Australian Department of Defence                         | 18/02/2025            |
| Airservices Australia National PFAS Management Program                | Airservices Australia                                    | 04/02/2025            |
| Defence PFAS Investigation & Management Program - Investigation Sites | Australian Department of Defence                         | 04/02/2025            |
| Defence PFAS Investigation & Management Program - Management Sites    | Australian Department of Defence                         | 04/02/2025            |
| Former EPA Priority Sites & other Remedial Notices                    | Environment Protection Authority Victoria                | 25/10/2024            |
| EPA Groundwater Zones with Restricted Uses                            | Environment Protection Authority Victoria                | 20/01/2025            |
| EPA Victorian Landfill Register                                       | Environment Protection Authority Victoria                | 21/11/2024            |

## Useful Contacts

**Lotsearch Pty Ltd**  
[www.lotsearch.com.au](http://www.lotsearch.com.au)  
support@lotsearch.com.au  
(02) 8287 0680

**Environment Protection Authority Victoria**  
[www.epa.vic.gov.au](http://www.epa.vic.gov.au)  
contact@epa.vic.gov.au  
1300 372 842

**Kingston City**  
<http://www.kingston.vic.gov.au>  
info@kingston.vic.gov.au  
1300 653 356

[Click for USE OF REPORT - APPLICABLE TERMS](#)

# Property Clearance Certificate

## Land Tax



INFOTRACK / HICKS OAKLEY CHESSELL WILLIAMS

|                 |             |
|-----------------|-------------|
| Your Reference: | 2241263     |
| Certificate No: | 84906808    |
| Issue Date:     | 18 FEB 2025 |
| Enquiries:      | ESYSPROD    |

Land Address: UNIT 1, 85 ARGYLE AVENUE CHELSEA VIC 3196

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 26738649 | 1   | 600849 | 11028  | 320   | \$975.00    |

Vendor: JUDITH SOERINK & COLIN HENRY  
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax             | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total    |
|------------------------------|------|--------------------|------------------|------------------|----------|
| MR COLIN JOHN MCKENZIE HENRY | 2025 | \$132,500          | \$975.00         | \$0.00           | \$975.00 |

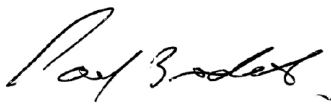
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

| Current Vacant Residential Land Tax | Year Taxable Value (CIV) | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|--------------------------|---------------|------------------|-------|
|-------------------------------------|--------------------------|---------------|------------------|-------|

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

  
Paul Broderick  
Commissioner of State Revenue

|                                                          |           |
|----------------------------------------------------------|-----------|
| CAPITAL IMPROVED VALUE (CIV):                            | \$340,000 |
| SITE VALUE (SV):                                         | \$132,500 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$975.00  |



# Notes to Certificate - Land Tax

**Certificate No:** 84906808

---

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$132,500

Calculated as \$975 plus ( \$132,500 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,400.00

Taxable Value = \$340,000

Calculated as \$340,000 multiplied by 1.000%.

---

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 84906808

### Telephone & Internet Banking - BPAY®

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

[www.bpay.com.au](http://www.bpay.com.au)

### CARD



Ref: 84906808

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / HICKS OAKLEY CHESSELL WILLIAMS

|                        |             |
|------------------------|-------------|
| <b>Your Reference:</b> | 2241263     |
| <b>Certificate No:</b> | 84906808    |
| <b>Issue Date:</b>     | 18 FEB 2025 |
| <b>Enquires:</b>       | ESYSPROD    |

**Land Address:** UNIT 1, 85 ARGYLE AVENUE CHELSEA VIC 3196

| Land Id  | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| 26738649 | 1                         | 600849         | 11028                               | 320                                                      | \$0.00      |
| AVPCC    | Date of entry into reform | Entry interest | Date land becomes CIPT taxable land | Comment                                                  |             |
| 140      | N/A                       | N/A            | N/A                                 | The AVPCC allocated to the land is not a qualifying use. |             |

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$340,000

**SITE VALUE:** \$132,500

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 84906808

---

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / HICKS OAKLEY CHESSELL WILLIAMS

|                 |             |
|-----------------|-------------|
| Your Reference: | 2241263     |
| Certificate No: | 84906808    |
| Issue Date:     | 18 FEB 2025 |

**Land Address:** UNIT 1, 85 ARGYLE AVENUE CHELSEA VIC 3196

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 1   | 600849 | 11028  | 320   |

**Vendor:** JUDITH SOERINK & COLIN HENRY

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

|                                           |
|-------------------------------------------|
| <b>CURRENT WINDFALL GAINS TAX CHARGE:</b> |
| <b>\$0.00</b>                             |



# Notes to Certificate - Windfall Gains Tax

Certificate No: 84906808

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

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

## Windfall Gains Tax - Payment Options

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><div><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 84906809</div></div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div> | <div><div><div>CARD</div><div></div></div><div><div>Ref: 84906809</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div> | <div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Hicks Oakley Chessell Williams C/- InfoTrack (Practice Evolve)  
12/201 Kent Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 416548

NO PROPOSALS. As at the 18th February 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 1 85 ARGYLE AVENUE, CHELSEA 3196  
CITY OF KINGSTON

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

Date of issue: 18th February 2025

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 75877828 - 75877828103156 '416548'**

# OWNERS CORPORATION CERTIFICATE

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

**As at 27th February 2025**

## 1. OWNERS CORPORATION DETAILS

Plan Number: PS600849P

Address of Plan: 85 Argyle Avenue CHELSEA 3196

Lot Number this statement relates to: 

|   |
|---|
| 1 |
|---|

Unit Number this statement relates to: 

|   |
|---|
| 1 |
|---|

Postal Address: P O. Box 5583 MORDIALLOC VIC 3195

## 2. CERTIFICATE DETAILS

Vendor: Colin Henry & Judith Soerink

Postal Address for Lot 1: P.O. Box 499 WONTHAGGI Victoria 3995

Person requesting Certificate: Infotrack

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 1

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 1 are **1,419.36 per annum** commencing on 1 May 2024. Levies for this plan are raised over **4 periods**

| Period               | Amount | Due Date | Status |
|----------------------|--------|----------|--------|
| 01/05/24 to 31/07/24 | 337.10 | 01/05/24 | Paid   |
| 01/08/24 to 31/10/24 | 337.10 | 01/08/24 | Paid   |
| 01/11/24 to 31/01/25 | 372.58 | 01/11/24 | Paid   |
| 01/02/25 to 30/04/25 | 372.58 | 01/02/25 | Paid   |

### Maintenance Fund

The annual maintenance levy fees for Lot 1 are **212.92 per annum** commencing on 1 May 2024. Levies for this plan are raised over **4 periods**

| Period               | Amount | Due Date | Status |
|----------------------|--------|----------|--------|
| 01/05/24 to 31/07/24 | 53.23  | 01/05/24 | Paid   |
| 01/08/24 to 31/10/24 | 53.23  | 01/08/24 | Paid   |
| 01/11/24 to 31/01/25 | 53.23  | 01/11/24 | Paid   |
| 01/02/25 to 30/04/25 | 53.23  | 01/02/25 | Paid   |

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 27th February 2025

For Plan No. PS600849P - Lot 1

## 4. CURRENT LEVY POSITION FOR LOT 1

| Fund             | Balance     | Paid To       |
|------------------|-------------|---------------|
| Administrative   | 0.00        | 30 April 2025 |
| Maintenance Fund | 0.00        | 30 April 2025 |
| <b>BALANCE</b>   | <b>0.00</b> |               |

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 1 that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 27 February 2025:

| Account / Fund                                 | Amount             |
|------------------------------------------------|--------------------|
| <b>TOTAL FUNDS HELD AS AT 27 FEBRUARY 2025</b> | <b>\$12,314.30</b> |

## 8. INSURANCE

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

### Policy

|                   |                            |
|-------------------|----------------------------|
| Policy No.        | HRS11042795                |
| Expiry Date       | 12-February-2026           |
| Insurance Company | Hutch Underwriting Pty Ltd |
| Broker            | RESOLUTE PROPERTY PROTECT  |
| Premium           | 4936.32                    |

### Cover Type

| Cover Type                                    | Amount of Cover   |
|-----------------------------------------------|-------------------|
| Appeal Expenses                               | \$100,000         |
| Building Catastrophe                          | \$360,000         |
| Common Area Contents                          | \$24,000          |
| Damage (i.e. Building) Policy                 | \$2,400,000       |
| Fidelity Guarantee Insurance                  | \$100,000         |
| Government Audit Costs                        | \$25,000          |
| Legal Defense Expenses                        | \$50,000          |
| Loss of Rent                                  | \$360,000         |
| Office Bearers Liability Insurance            | \$1,000,000       |
| Property, Death and Injury (Public Liability) | \$30,000,000      |
| Voluntary Workers Insurance                   | \$200,000/\$2,000 |

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 27th February 2025

For Plan No. PS600849P - Lot 1

## 9. CONTINGENT LIABILITIES

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

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

| Date of Contract | Name of Contractor            | Status  | Brief Description       |
|------------------|-------------------------------|---------|-------------------------|
| 05/07/2024       | Ace Body Corporate Consulting | Current | Contract of appointment |

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

## 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

| Date of Agreement        | Name of Service Provider              | Agreement provided to | Status             | Brief Description                    |
|--------------------------|---------------------------------------|-----------------------|--------------------|--------------------------------------|
| 12/09/2018<br>28/01/2021 | Tango Energy Pty Ltd<br>Alinta Energy |                       | Current<br>Current | supply of electricity<br>Electricity |

## 13. NOTICES OR ORDERS

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

## 14. CURRENT OR FUTURE PROCEEDINGS

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

## 15. APPOINTMENT OF AN ADMINISTRATOR

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

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 27th February 2025  
For Plan No. PS600849P - Lot 1

## 16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Ace Body Corporate Consulting  
ABN / ACN:  
Address of Manager: Ground Floor, 244 Boundary Road Braeside Victoria 3195  
Telephone: 85861300  
Facsimile: 85953825  
E-mail Address: [consulting@acebcm.com.au](mailto:consulting@acebcm.com.au)

## 17. ADDITIONAL INFORMATION

Nil.

## SIGNING

The common seal of Plan No. PS600849P, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

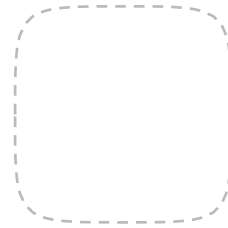


Registered Manager

Full name: Das Jayasinghe | GTU  
Company: Ace Body Corporate Consulting  
Address of registered office: Ground Floor, 244 Boundary Road  
Braeside Victoria 3195

27/02/2025

Date



Common Seal  
of Owners Corporation



## ACE BODY CORPORATE CONSULTING

PROFESSIONAL PERSONAL SERVICE

Phone: (03) 8586 1300

Address: 244 Boundary Road (Ground Floor) Braeside, VIC 3195

Post: PO Box 5583, Mordialloc VIC 3195

Email: [consulting@acebcm.com.au](mailto:consulting@acebcm.com.au)

Web: [www.acebodycorp.com.au](http://www.acebodycorp.com.au)

Infotrack

27th February 2025

Dear Infotrack

**Re: OWNERS CORPORATION CERTIFICATE - LOT 1, PLAN NO. PS600849P**

In response to your request, we now attach an Owners Corporation Certificate for Lot 1 in Plan No. PS600849P dated 27th February 2025. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

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

Yours faithfully

---

Registered Manager

Full name: Das Jayasinghe | GTU

Company: Ace Body Corporate Consulting

Address of registered office: Ground Floor, 244 Boundary Road  
Braeside Victoria 3195

27/02/2025

---

Date

Ace Body Corporate Consulting  
ABN 50108688231

PO Box 5583, Mordialloc VIC 3195

www.acebodycorp.com.au  
consulting@acebcm.com.au

Ph:(03)85861300



# MINUTES OF ANNUAL GENERAL MEETING

**Owners Corporation Plan No PS600849P**

Argyle Avenue, 85  
85 Argyle Avenue, CHELSEA, VIC, 3196

**These are the minutes of the Annual General Meeting for Owners Corporation Plan No PS600849P held at Video Conference: <https://meet.acebcm.com.au/366800280> commencing at 3:30 AM on Friday 05 July 2024.**

## Lots Represented

---

| <u>Lot No</u> | <u>Name</u>                            |
|---------------|----------------------------------------|
| Lot 6         | Lester Nair                            |
| Lot 8         | Stephen Bryce                          |
| Lot 4         | Housing Choice Australia (Online Vote) |
| Lot 5         | Housing Choice Australia (Online Vote) |
| Lot 7         | Housing Choice Australia (Online Vote) |

## Present by Proxy

---

| <u>Lot</u> | <u>In Favour of:</u>                           |
|------------|------------------------------------------------|
| Lot 1      | Colin Henry & Judith Soerink (Rob Henry – Son) |

## Apologies

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NIL

## In Attendance

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Maria Knott representing Ace Body Corporate Consulting.

## Quorum

---

A quorum was declared.

## Chairperson

---

Maria Knott from Ace Body Corporate Consulting.

## Motions

### 1 MINUTES

#### 1.1 Minutes of Last AGM

#### Ordinary Resolution

That the Minutes of the last Annual General Meeting of the Owners Corporation held 2 September 2021 be adopted and confirmed as a true record and account of the decisions made at that meeting.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

### 2 REPORTS

#### 2.1 Managers Report

#### Ordinary Resolution

In accordance with Sections 71 (2) (h) and 115 of the Owners Corporation Act 2006, please find attached to the notice a copy of the Owners Corporation Manager's Report.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

#### 2.2 Dispute Resolution Report

#### Ordinary Resolution

In accordance with Sections 29 (4) of the Owners Corporations ACE 2006 the Owners Corporations discloses the below Dispute Resolution Report.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

#### 2.3 Penalty Interest

#### Ordinary Resolution

In accordance with Section 29 of the Owners Corporation Act \$0.00 of penalty interest was waved.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

#### 2.4 Expenditure from the Maintenance fund

#### Ordinary Resolution

In accordance with Sections 39 and 71 (h) of the Owners Corporation Act 2006, please see the attached financial report outlining the expenditure from the Maintenance fund.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

### 3 FINANCIAL STATEMENTS

#### 3.1 Financial Statements

#### Ordinary Resolution

That the financial statements for the period ending 30 April 2024 (which report total members' funds of \$15,235.34 as per report attached) be adopted.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 4 DETERMINATION OF BUDGET AND FEES

### 4.1 Budget and Fees - Operation

#### Ordinary Resolution

In accordance with sections 23 (1), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 May 2024 at the amount \$13,000.00 (not GST registered), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

Please find attached to the notice of meeting the breakdown of the budget.

**NOTE: The members resolved to reduce the proposed budget by \$1,000.00. The approved budget is now reduced to \$12,000.00.**

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

### 4.2 Budget and Fees - Maintenance Fund

#### Ordinary Resolution

In accordance with sections 23 (2), 71 (2) (d) and 71 (2) (f) of the Owners Corporations Act 2006, the budget for the financial year commencing 1 May 2024 at the amount \$1,800.00 (not GST registered), be adopted and that fees be charged in accordance with the lot liability schedule as per the plan of sub-division with fees charged in advance.

Note to the Budget - In order to correctly answer any financial questions please submit questions to the manager not less than 48 hours prior to the meeting.

**NOTE: The maintenance budget remains the same.**

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 5 PENALTY INTEREST AND DEBT RECOVERY

### 5.1 Charging of Penalty Interest

#### Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

### 5.2 Waiver of Penalty Interest and Late Payment Fees

#### Ordinary Resolution

That the Owners Corporation No. PS600849P resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **\$25** of penalty interest and **\$75** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 5 Negative: 0 Abstained: 1

### 5.3 Payment Plans

#### Ordinary Resolution

That the Owners Corporation No. PS600849P resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

#### 5.4 Debt Recovery Process

#### Ordinary Resolution

- a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;
- b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;
- c. That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;
- d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

**Motion Result:** Motion CARRIED.

**Voting:**

Affirmative: 5

Negative: 0

Abstained: 1

**6.1 Acknowledge Insurance****Ordinary Resolution**

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and  
 resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

| Policy Number             | Underwriter                | Current To  | Risk Type                                     | Coverage Amount           |
|---------------------------|----------------------------|-------------|-----------------------------------------------|---------------------------|
| HRS11042795               | Hutch Underwriting Pty Ltd | 12 Feb 2025 | Damage (i.e. Building) Policy                 | \$2,400,000.00            |
|                           |                            |             | Lot Owner's Fixtures and Improvements         | \$215,000.00              |
|                           |                            |             | Legal Defense Expenses                        | \$50,000.00               |
|                           |                            |             | Appeal Expenses                               | \$100,000.00              |
|                           |                            |             | Government Audit Costs                        | \$25,000.00               |
|                           |                            |             | Building Catastrophe                          | 15%                       |
|                           |                            |             | Machinery Breakdown Insurance                 | Not Selected              |
|                           |                            |             | Office Bearers Liability Insurance            | \$1,000,000.00            |
|                           |                            |             | Fidelity Guarantee Insurance                  | \$100,000.00              |
|                           |                            |             | Voluntary Workers Insurance                   | \$200,000.00 / \$2,000.00 |
|                           |                            |             | Property, Death and Injury (Public Liability) | \$30,000,000.00           |
|                           |                            |             | Loss of Rent                                  | \$360,000.00              |
|                           |                            |             | Common Area Contents                          | \$24,000.00               |
|                           |                            |             | Other                                         | \$10,000.00               |
| TOTAL PREMIUM: \$4,869.94 |                            |             |                                               |                           |

**NOTE:** The members have requested a copy of the recent insurance certificate of currency. The manager will obtain the copy from the insurance team and forward it to the members.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

**6.2 Obtain a new Valuation****Ordinary Resolution**

That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

**Motion Result:** Motion LOST.

**Voting:** Affirmative: 1 Negative: 5 Abstained: 0

**6.3 Acknowledge Insurance Valuation****Ordinary Resolution**

That the Owners Corporation acknowledge the insurance valuation report dated 1 March 2024 with a recommended building sum insured of \$2,360,000.00.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 7 MANAGER

### 7.1 Appointment of Manager

#### Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

- a. Ace Body Corporate Consulting be appointed as Manager of the Owners Corporation for 3 years from and including the date of this meeting and that members of the Owners Corporation will sign the contract of appointment upon approval of the motion and appointment of the manager;
- b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);
- c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;
- d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and

In accordance with Section 119 (5) of the Owners Corporations Act 2006 and Section 10 of the Owners Corporations Regulations, Trylean East acting as ACE Consulting confirms it carries Professional Indemnity Insurance and the details are as follows.

Insurer  
Policy Number  
Limit \$15,000,000 for one claim  
Expiry

**NOTE:** The members resolved to re-appoint ACE Body Corporate as the manager for one (1) year without a 5% increase, from 2024 to 2025. The contract will be reviewed on the anniversary of the contract, and an increase of 5% will be applied.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 8 ENGAGEMENT OF CONTRACTORS

### 8.1 Engagement of Contractors

#### Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 9 ESSENTIAL SAFETY

### 9.1 Essential Safety

#### Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

The following OHS issues were identified;

#### Smoke Alarms

Members were advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners should ensure that the rental agent is instructed to undertake the annual test while carrying out their periodic inspections.

#### Asbestos

Owners should note that a liability may exist in the event that a person residing, working in or visiting a building containing asbestos, that has not been properly managed, can identify that they contracted an asbestos related illness from the Owners Corporation. There is a requirement under Sect 226 of the OHS Regulations 2017 to identify whether asbestos is present. As the Owners Corporation is in charge of the common property an asbestos audit is required. Any buildings built before 2003 is considered to contain asbestos. The last Asbestos report was conducted in 3 April 2019.

**NOTE:** The manager will send a reminder to all lot owners to carry out an inspection of their individual smoke alarms to ensure that the batteries are replaced frequently and that they are in working condition. The inspection should be done annually.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 10 USE OF COMMON SEAL

### 10.1 Use of Common Seal

#### Ordinary Resolution

That the Owners Corporation authorize the destruction of the common seal as it is no longer requirement under Section 18 of the Owners Corporations Acts.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 11 COMMITTEE

### 11.1 To Elect a Committee

#### Ordinary Resolution

That, pursuant to Sections 100 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of at least three (3) and no more than seven (7) members.

**NOTE:** The members resolved to form a committee consisting of two members.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

### 11.2 Election of Committee

#### Ordinary Resolution

In accordance with section 103 members of the Committee be elected and that the size of the Committee is declared as a maximum number and be equal to the number of members elected.

**NOTE:** The following lot owners are nominated to be members of the committee:

Lot 6 – Lester Nair

Lot 8 – Stephen Bryce

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

**11.3 Committee To Elect a Chairperson**

**Ordinary Resolution**

In accordance with Section 105 of the owners corporations act 2006 the Owners Corporation elect a Chairperson of the Owners Corporation.

**NOTE:** The following lot owner are nominated to be the Chairperson of the committee members:  
Lot 6 Lester Nair

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

**11.4 Committee To Elect a Secretary**

**Ordinary Resolution**

In accordance with Sections 99 and 107 of the Owners Corporations Act 2006 the Owners Corporation appoint a Secretary of the Owners Corporation and of the Committee.

**NOTE:** The members nominate the current Strata Manager to act as the Secretary of the Owners Corporation.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

**11.5 Delegation of Powers to Committee**

**Ordinary Resolution**

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

**11.6 Committee to also serve as Grievance Committee**

**Ordinary Resolution**

That the members of the owner's corporation committee be elected as members of the grievance committee to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act pursuant to Schedule 2, Section 7 of the Owners Corporations Regulations 2018.

**Motion Result:** Motion CARRIED.

**Voting:** Affirmative: 6 Negative: 0 Abstained: 0

## 12 GENERAL BUSINESS

Discussion on additional items raised by any of the members will be forwarded to the elected committee at the first meeting of the Owners Committee for further instructions.

**#1: Ongoing Concrete work** – The quote of \$3,245.00 from SBS was accepted by the committee members, and the work order for the concrete repair was issued to SBS on 14 June 2024. SBS initially scheduled the job for 1 July 2024 (weather permitting); however, the members noted that SBS did not commence work on the proposed date. The manager will contact SBS to follow up and confirm the commencement date once again. SBS will be advised to coordinate the commencement date with Lester from Unit 6 and inform the Strata Manager of the agreed date. This will allow the manager to send out notification letters to all residents prior to the commencement date.

**#2: Letter Box Flaps of Unit 1 & 10** – The committee members have agreed to repair the letterbox flap of Unit 1 by straightening it, and to remove the letterbox flap of Unit 10, leaving it open as it is not in use. The cost of repairing the two letterbox flaps will be covered by the Owners Corporation. The quote of \$198.00 including GST from SBS has been accepted, and a work order has been sent to SBS. The manager will request SBS to conduct the repair at the same time as the concrete works.

**#3: Shared Fence with the Age Facilities** – The members raised concerns about the shared fence with Liferview Argyle Court (Age Facilities). They noted that some sections of the fence in individual units are deteriorated. As the fence on the Age Facilities side is considered their common property, and the fence from 85 Argyle is private, the manager will assist in contacting Liferview Argyle to propose fence replacements.

If the Age Facilities agree to replace the fence, the manager will request that Liferview Argyle obtain and submit a quote. Additionally, the manager will assist in obtaining quotes on behalf of the lot owners of 85 Argyle.

**#4: Roof Inspection & Report (Gutter, Storm drains and Storm Drainage)** – The members suggested getting the entire roof inspected by a roof plumber and obtaining a report. The manager will obtain two quotes from roof plumbers and will submit the quotes to the committee members for approval. The chosen contractor will then be instructed to carry out the inspection and provide a report.

## 13 NEXT MEETING

Proposal for a tentative date for the next Annual General Meeting.

**NOTE:** The next Annual General Meeting (AGM) will be proposed for either late May or early June 2025 to align with the end of the financial year on 30 April 2025.

### Closure

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There being no further business the Chairperson declared the meeting closed at **4:35pm**.

# Owners Corporation for Plan No. PS600849P

85 Argyle Avenue CHELSEA VIC 3196

ABN/ACN 64482775751

## DEBTOR STATEMENT - LOT: 1

OWNER: Colin Henry & Judith Soerink

For the period 1 May 2024 to 30 Apr 2025 - sorted by Due Date

### Levy Account

| Due Date                                 | Issue Date | Payment Date | Payment Method | Description               | Period (if applicable) | Admin Fund  | Maint Fund  | BALANCE       |
|------------------------------------------|------------|--------------|----------------|---------------------------|------------------------|-------------|-------------|---------------|
|                                          |            |              |                | Brought forward           |                        | 337.10      | 53.23       | 390.33        |
| 01-05-24                                 | 18-03-24   |              |                | Levies - normal (interim) | 01-05-24 to 31-07-24   |             | -53.23      | 337.10        |
| 01-05-24                                 | 18-03-24   |              |                | Levies - normal (interim) | 01-05-24 to 31-07-24   | -337.10     |             | 0.00          |
|                                          |            | 30-07-24     | TRANSFER       | Payment 390.33            |                        | 337.10      | 53.23       | 390.33        |
| 01-08-24                                 | 18-06-24   |              |                | Levies - normal (interim) | 01-08-24 to 31-10-24   |             | -53.23      | 337.10        |
| 01-08-24                                 | 18-06-24   |              |                | Levies - normal (interim) | 01-08-24 to 31-10-24   | -337.10     |             | 0.00          |
|                                          |            | 25-10-24     | TRANSFER       | Payment 425.81            |                        | 372.58      | 53.23       | 425.81        |
| 01-11-24                                 | 18-09-24   |              |                | Levies - normal           | 01-11-24 to 31-01-25   |             | -53.23      | 372.58        |
| 01-11-24                                 | 18-09-24   |              |                | Levies - normal           | 01-11-24 to 31-01-25   | -372.58     |             | 0.00          |
|                                          |            | 28-01-25     | TRANSFER       | Payment 425.81            |                        | 372.58      | 53.23       | 425.81        |
| 01-02-25                                 | 19-12-24   |              |                | Levies - normal           | 01-02-25 to 30-04-25   |             | -53.23      | 372.58        |
| 01-02-25                                 | 19-12-24   |              |                | Levies - normal           | 01-02-25 to 30-04-25   | -372.58     |             | 0.00          |
| Balance as at 27 Feb 2025                |            |              |                |                           |                        | 0.00        | 0.00        | 0.00          |
| * Invoice is a debt to the Lot           |            |              |                |                           |                        | TOTAL ADMIN | TOTAL MAINT | TOTAL BALANCE |
| ^ Invoice is a debt to the Sundry Debtor |            |              |                |                           |                        |             |             |               |
| \$                                       |            |              |                |                           |                        | 0.00        | 0.00        | 0.00          |

# **Model rules for an owners corporation**

## **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**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### **1.5 Fire safety information**

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

## **2. Committees 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.
- (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.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. Behaviour of persons**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

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

## **7. Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
  - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on 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.
  - (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*.

# **Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

## **What is an Owners Corporation?**

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

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

## **How are decisions made by an Owners Corporation?**

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

## **Owners Corporation rules**

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

## **Lot entitlement and lot liability**

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

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

## **Further information**

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

## **Management of an Owners Corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.**