

Contract of Sale of Land

Property: Unit G04, 310 Station Street, Chelsea VIC 3196

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of Conveyancers (Victorian Division)



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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This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

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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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

EDWARD JOHN ELLIS

.....
Name of individual

.....

Signature of individual

for and on behalf of:

SARAH ANN LEEF

.....
Name of individual

.....

Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:

in accordance with the requirements of s.127

Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: jo.barclay@obre.com.au
Tel: 03 9772 7077 Mob: 0439 394 434 Fax: 03 9772 7022 Ref: Jo Barclay

Vendor

Name: Edward John Ellis and Sarah Ann Leef
Address: Unit 4, 310 Station Street, Chelsea VIC 3196
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing
Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195
Email: enquiries@sunnyoaks.com.au
Tel: 03 9782 1432 Mob: Fax: Ref: 26/349

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	12254	Folio 122	5
			PS 733265Y

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 G04, 310 Station Street, 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 (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 / / 2026

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 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:

Loan amount: no more than Approval date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

SPECIAL CONDITION 1 - Settlement Rescheduling Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of \$330.00 plus GST at settlement for each rescheduled settlement.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

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- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

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

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

eCOSID: 197504376 (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

18.6 Settlement occurs when the workspace records that –

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

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

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

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

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

18.9 The vendor must before settlement –

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

eCOSID: 197504376 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

eCOSID: 197504376 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that –

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

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

27.4 Any document properly sent by –

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

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

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

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

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

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

eCOSID: 197504376
35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

4 310 STATION STREET CHELSEA VIC 3196

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

(Called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

- a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- c) by time given to the Purchaser for any such payment performance or observance;
- d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

SECTION 32

STATEMENT

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Edward John Ellis and Sarah Ann Leef
Property:	Unit G04, 310 Station Street, Chelsea VIC 3196 Being Lot 5 on Plan of Subdivision 733265Y being all the Land described in Certificate of Title Volume 12254 Folio 122

VENDORS REPRESENTATIVE

Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

Tel: 03 9782 1432
Email: enquiries@sunnyoaks.com.au

Ref: ZP:26/349

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 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

Vendor Statement

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

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

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

Land	UNIT G04, 310 STATION STREET, CHELSEA VIC 3196
-------------	--

Vendor's name	Edward John Ellis	Date
		22/06/2026
Vendor's signature		
		_____
Vendor's name	Sarah Ann Leef	Date
		22/06/2026
Vendor's signature		
		_____

Purchaser's name	Date
	/ /
Purchaser's signature	

Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$9,000.00

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Notice to Purchaser

(GST Withholding Regime)

Property: Unit G04, 310 Station Street, Chelsea VIC 3196

Vendor: Edward John Ellis and Sarah Ann Leef

The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not required to withhold GST

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

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

VOLUME 12254 FOLIO 122

Security no : 124135565877P
Produced 16/06/2026 09:33 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 733265Y.

PARENT TITLES :

Volume 04361 Folio 009 Volume 10159 Folio 756
Created by instrument PS733265Y 06/10/2020

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

SARAH ANN LEEF

EDWARD JOHN ELLIS both of 310 STATION STREET CHELSEA VIC 3196

AW920369F 09/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW920370W 09/06/2023

HSBC BANK AUSTRALIA LTD

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987

S941242N 16/02/1994

DIAGRAM LOCATION

SEE PS733265Y 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 310 STATION STREET CHELSEA VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 09/06/2023

OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS733265Y

DOCUMENT END

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SUBDIVISION ACT 1988		PLAN OF SUBDIVISION		EDITION 1	PLAN NUMBER PS733265Y
LOCATION OF LAND PARISH: LYNDHURST TOWNSHIP: -- SECTION: -- CROWN ALLOTMENT: -- CROWN PORTION: 143 (PART) TITLE REFERENCES: VOL. 4361 FOL. 009, VOL. 10159 FOL. 756 LAST PLAN REFERENCE: LP 5316, LOT 5 AND PS 327151F, LOT 1 POSTAL ADDRESS: 307-310 STATION STREET (at time of subdivision) CHELSEA VIC 3196 MGA CO-ORDINATES: E 334 675 ZONE: 55 (of approximate centre of land in plan) N 5 786 940 GDA 2020				Council Name: Kingston City Council Council Reference Number: KS36/2018 Planning Permit Reference: KP97/2018 SPEAR Reference Number: S117252C Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Jaclyn Murdoch for Kingston City Council on 22/09/2020	
VESTING OF ROADS OR RESERVES				STATION STREET	
IDENTIFIER		COUNCIL / BODY / PERSON		NUMBER OF LOTS IN THIS PLAN: 26 LOTS	
NIL		NIL		TOTAL AREA OF LAND IN THIS PLAN: 1,356m ²	
				DEPTH LIMITATION: DOES NOT APPLY	
NOTATIONS					
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS LOT 6 HAS BEEN OMITTED FROM THIS PLAN BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES (REFER TO SEC 10 (4) SUBDIVISION (REGISTRARS REQUIREMENTS) REGULATIONS 2011). THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINES BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1.				ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION. REFER TO SHEET 2 FOR LOT INDEX EASEMENTS ARE SHOWN THUS ————— BUILDING ELEMENTS (NON-BOUNDARY) ARE SHOWN THUS	
EASEMENT INFORMATION					
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 PART OF THE LAND IN THE PLAN MAY BE AFFECTED BY IMPLIED EASEMENTS SET APART IN PS327151F					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	
				STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). ----- IN PROCLAIMED SURVEY AREA No. -----	
REF: 22427/PS	VERSION: J	DATE: 25/08/20 22427-0-PS-J.DGN	ORIGINAL SHEET SIZE A3		SHEET 1 OF 10 SHEETS
REEDS Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: Robin Margaret McDowell, Licensed Surveyor, Surveyor's Plan Version (J), 05/10/2020, SPEAR Ref: S117252C		PLAN REGISTERED TIME: 11:26am DATE: 6/10/20 Assistant Registrar of Titles G Venn

LOT INDEX SHEET							PLAN NUMBER PS733265Y				
LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS	LOT	NUMBER OF PARTS	APPEARS ON SHEETS
1	2	3, 4 (5)									
2	3	3, 4 (5)									
3	2	3, 4 (5)									
4	2	3, 4 (6)									
5	2	3, 4 (5)									
7	2	3, 4 (6)									
8	2	3, 4 (6)									
9	2	3, 4 (6)									
10	2	3, 4 (6)									
11	2	3, 4 (6)									
12	2	3, 4 (6)									
13	2	4, 7 (6)									
14	3	4, 7 (5) (6)									
15	3	4, 7 (5) (6)									
16	3	4, 7 (5) (6)									
17	3	4, 7 (5) (6)									
18	2	4, 7 (6)									
19	2	4, 7 (6)									
20	2	4, 7 (6)									
21	3	4, 7 (5)									
22	3	4, 7 (5)									
23	3	4, 7 (5)									
24	4	4, 8 (5)									
25	3	4, 8 (5)									
26	2	4, 8 (5)									
27	2	4, 8 (5)									

(No.) - INDICATES ENLARGEMENT SHEET NUMBER

REF: 22427/PS

VERSION: J

DATE: 25/08/2022427-0-PS-J.DGN

ORIGINAL SHEET SIZE A3

SHEET 2

REEDS

CONSULTING

Reeds Consulting Pty Ltd

Lvl 6, 440 Elizabeth Street

Melbourne Victoria 3000

p (03) 8660 3000

www.reedsconsulting.com.au

survey@reedsconsulting.com.au

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Surveyor's Plan Version (J),

05/10/2020, SPEAR Ref: S117252C

Digitally signed by:

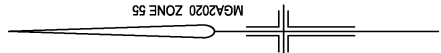
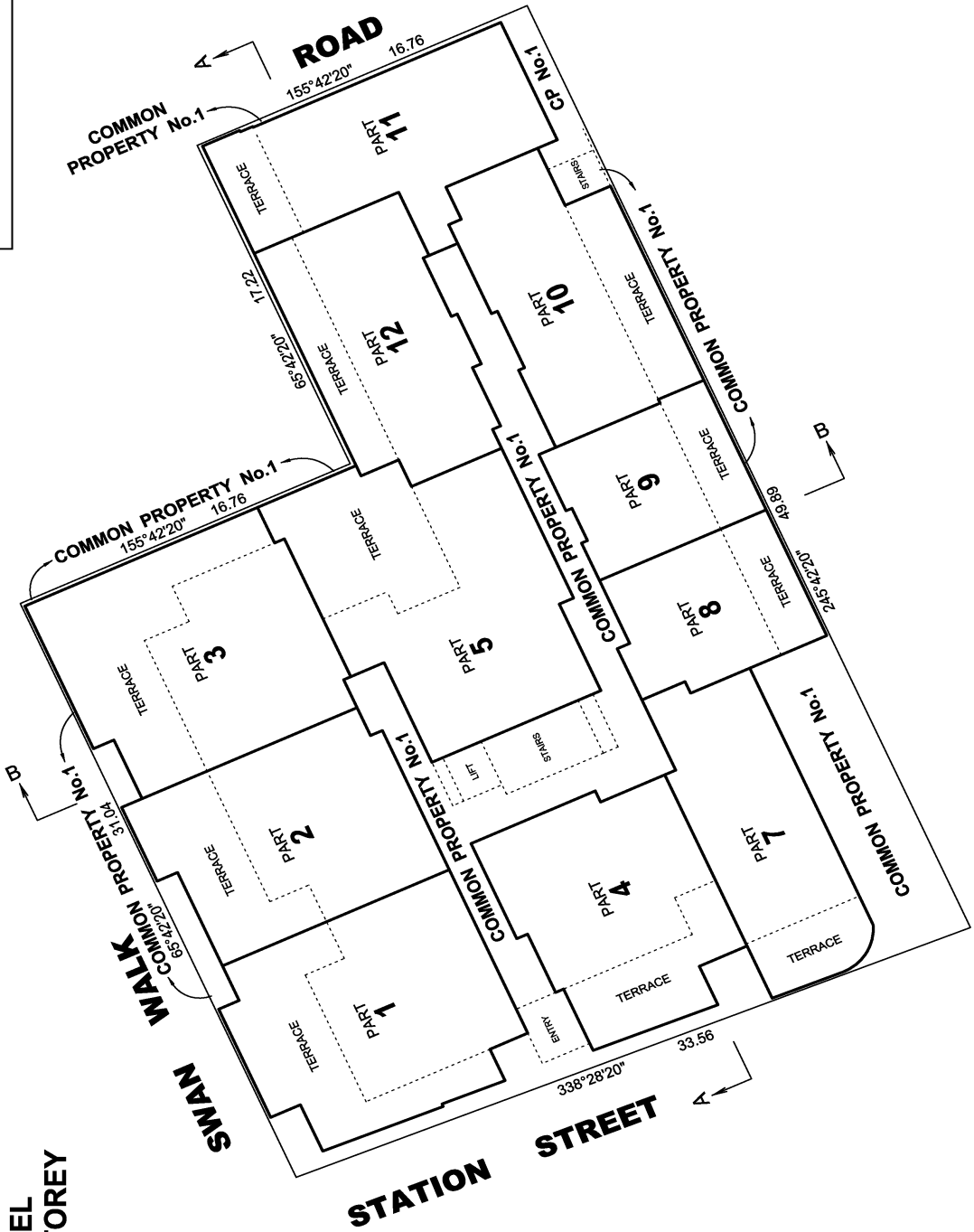
Kingston City Council,

22/09/2020,

SPEAR Ref: S117252C

DIAGRAM 1
GROUND LEVEL
AND GROUND STOREY

PLAN NUMBER
PS733265Y



REF: **22427/PS** VERSION: **J** DATE: 25/08/20
22427-Q-PS-J.DGN
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P 03 8660 3000
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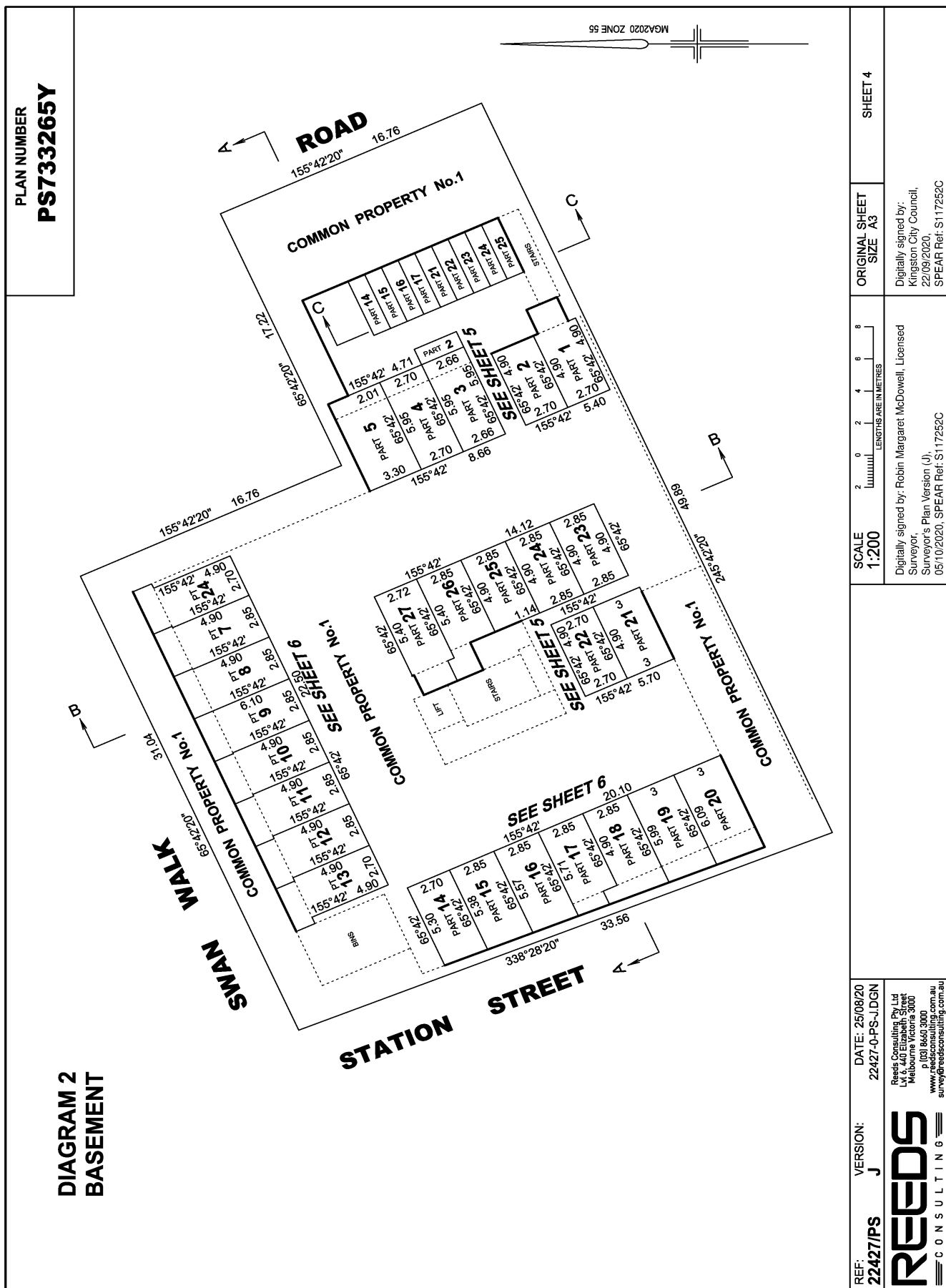


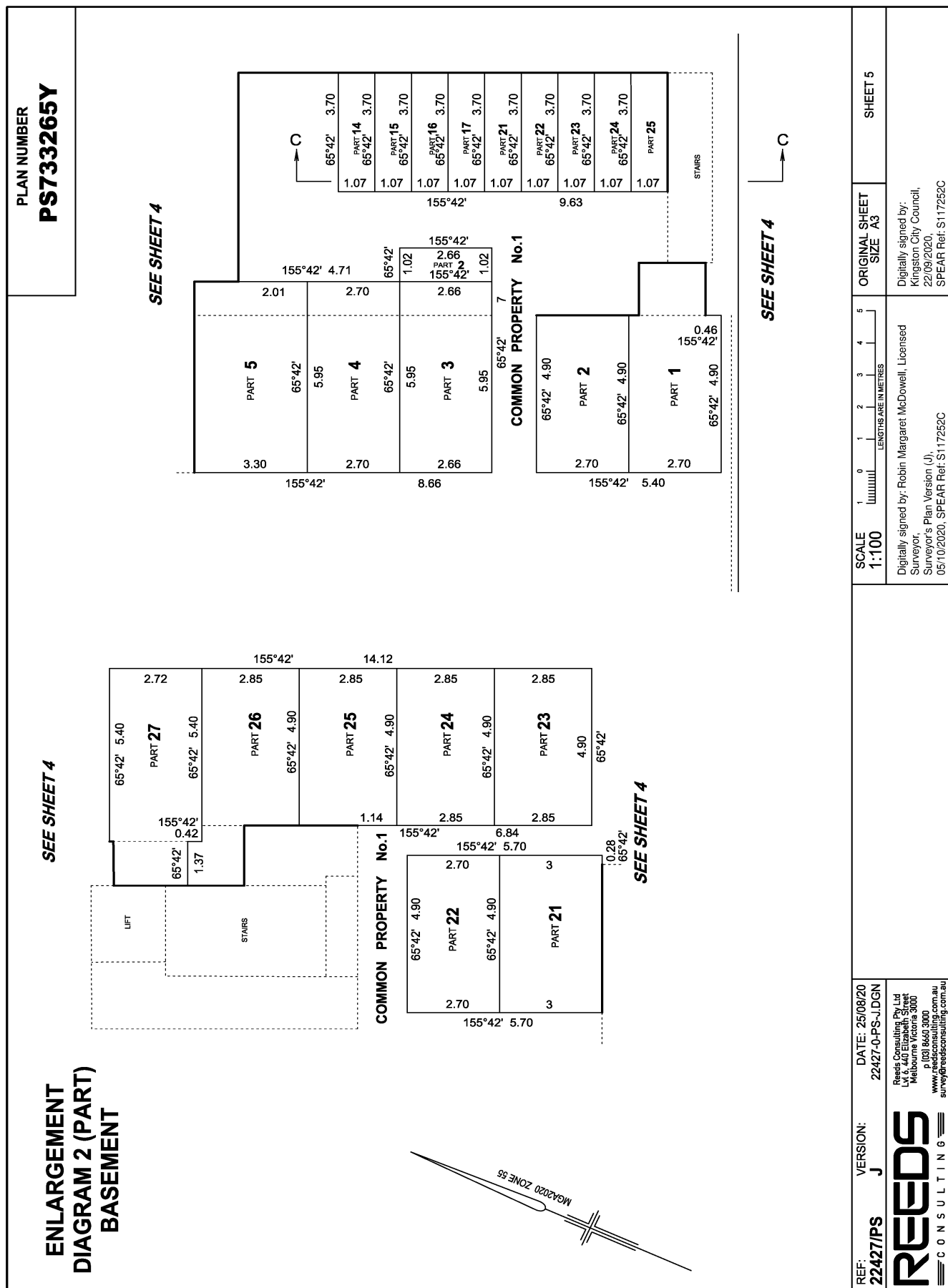
DATE: 25/08/20
22427-Q-PS-J.DGN
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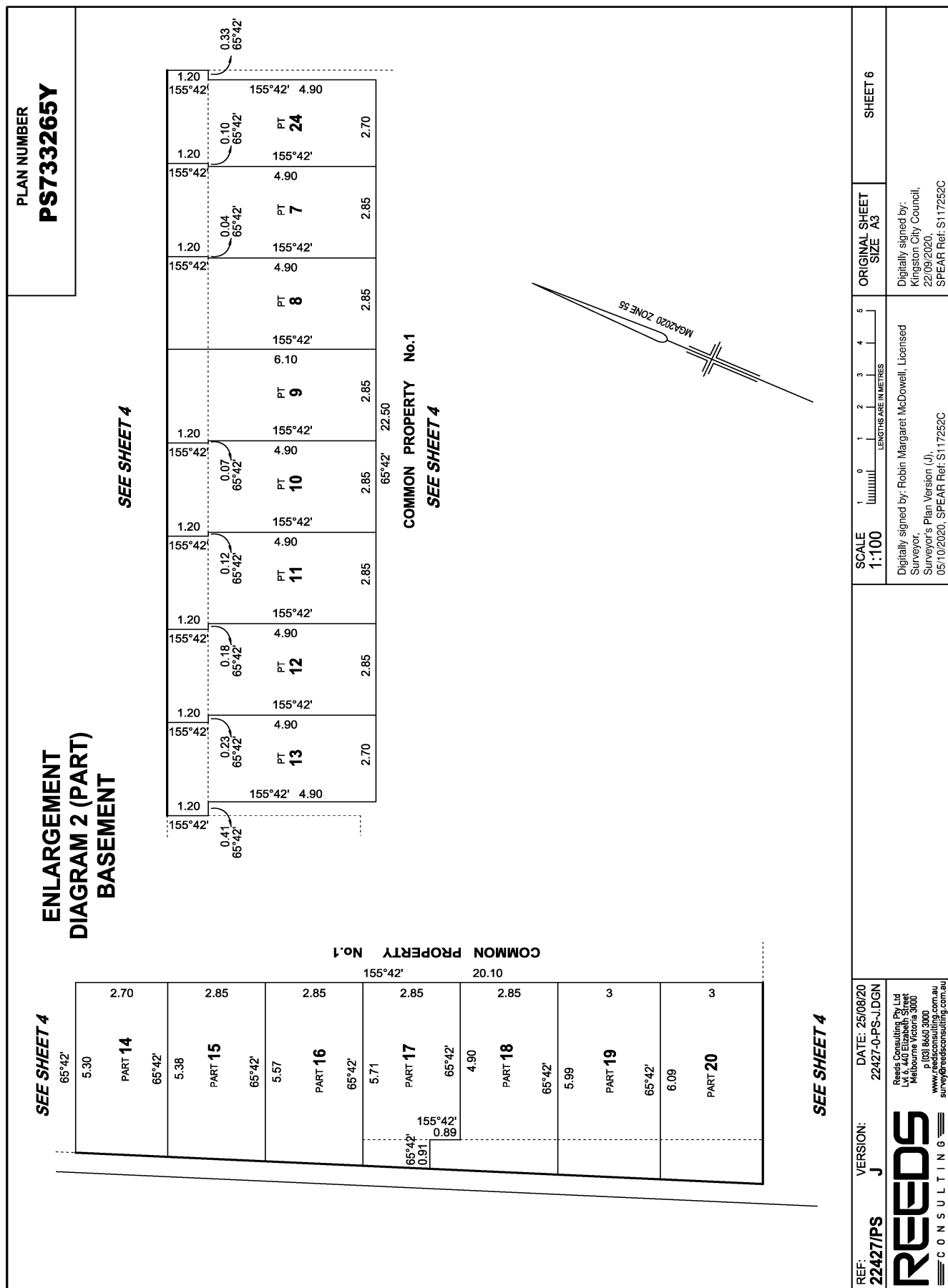
SCALE: **1:200**
LENGTHS ARE IN METRES
0 2 4 6 8
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Surveyor's Plan Version (J),
05/10/2020, SPEAR Ref: S117252C

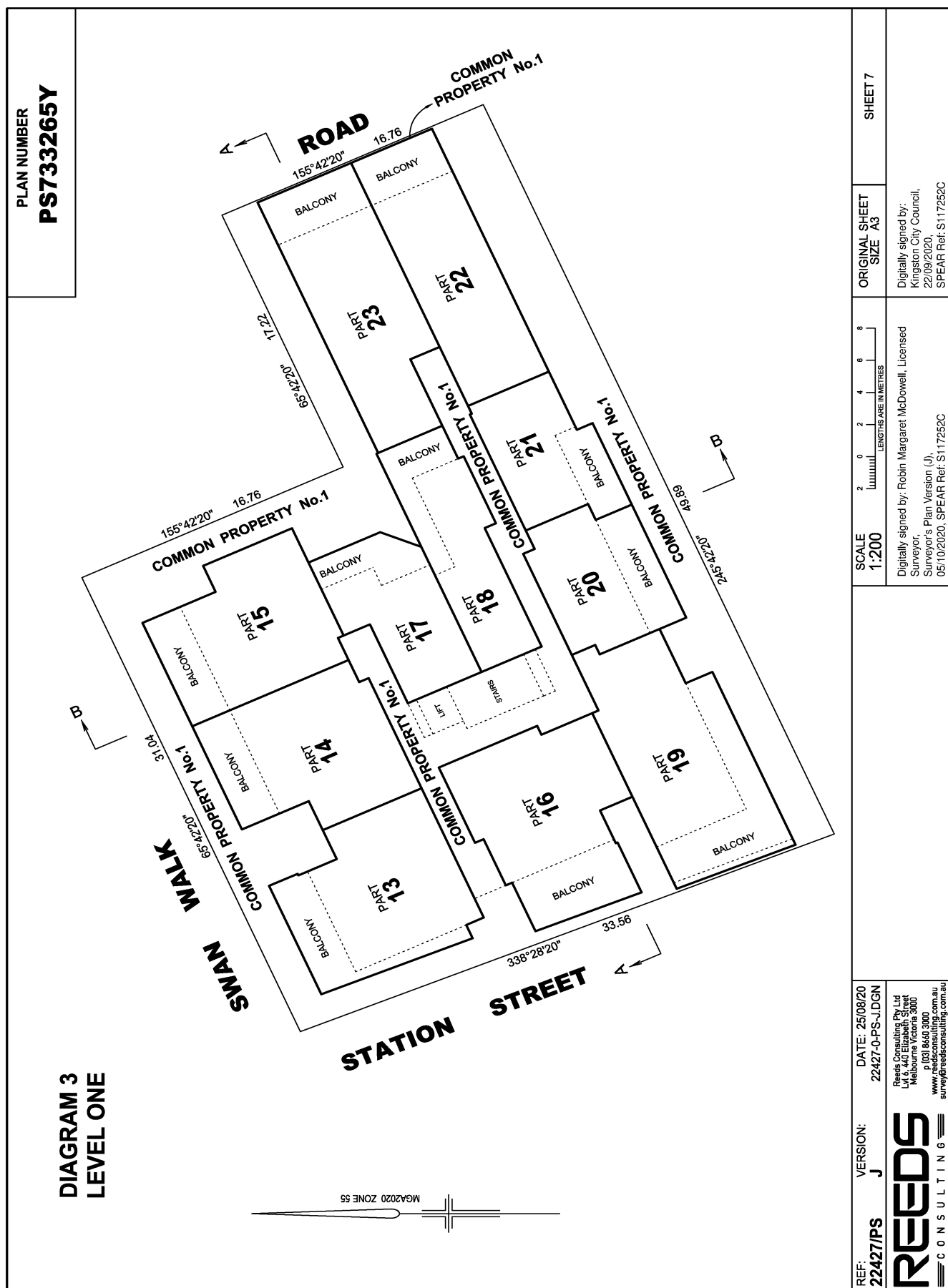
ORIGINAL SHEET SIZE: **A3**
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22/09/2020, SPEAR Ref: S117252C

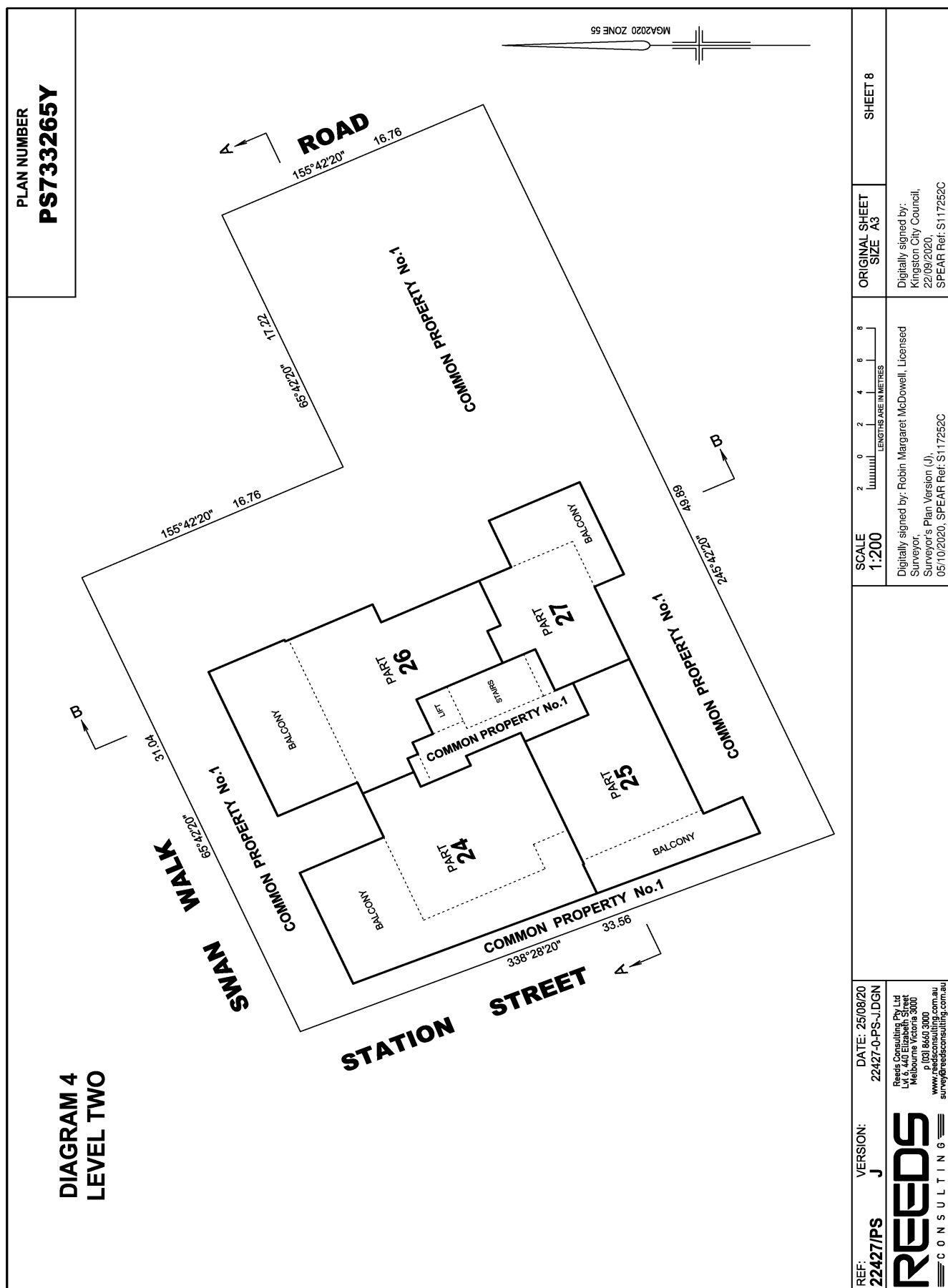
SHEET **3**











CROSS SECTION B-B

NOT TO SCALE

WALK

SWAN

SITE LEVEL

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

BALCONY

**PART 15
(TYPICAL PARTS
13 AND 14
AT THIS LEVEL)**

**PART 3
CAL PARTS 1 AND 2
AT THIS LEVEL)**

10.1

PART 18

4

PART 27
(TYPICAL
PART 25
AT THIS LEVEL)

PART 20
(TYPICAL
PARTS
19 AND 21
AT THIS LEVEL)

**PART 8
(TYPICAL PARTS
9 AND 10
AT THIS LEVEL)**

BALCONY

BALCONY

LEVEL TWO
DIAGRAM 4
SHEET 8

LEVEL ONE
DIAGRAM 3
SHEET 7

GROUND LEVEL AND
GROUND STOREY
DIAGRAM 1
SHEET 3

**PART 8
(TYPICAL PARTS
7, 9-13 AND 24
AT THIS LEVEL)**

PARTS 23-27

2m

COMMON PROPERTY No.1

COMMON PROPERTY No.1

COMMON PROPERTY No.1

PAIN

PAR:

TERR.

GROUND LEVEL AND
GROUND STOREY

BASEMENT LEVEL
DIAGRAM 2
SHEET 4

CROSS SECTION C-C

NOT TO SCALE

REF: **22427/PS** VERSION: **J** DATE: 25/08/20
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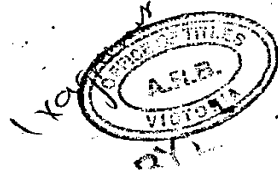
SHEET 10

ORIGINAL SHEET
SIZE A3

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160294 2023 173 \$60 S941242N

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S941242N

Form 9.1

VICTORIA

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

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

LAND (insert Certificate of Title Volume and Folio)

Volume 3912
Folio 782292

10159-756 }
-757 } as 13-4-94

ADDRESS OF THE LAND

307 STATION STREET, CHELSEA

RESPONSIBLE AUTHORITY (name and address)

City of Chelsea
Municipal Offices, 1 Chelsea Road
CHELSEA 3196

PLANNING SCHEME

Chelsea Planning Scheme

AGREEMENT DATE

7th February 1994

AGREEMENT WITH (Name and Address)

Perorad Developments P/L
43 Patterson Street, Carrum 3197

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

Name of Officer WARWICK EDWARD SMITH

Date 14/2/94

as 14-4-94

DATED 7TH FEBRUAR

\$60 5941242N

THE MAYOR COUNCILLORS AND CITIZENS
OF THE CITY OF CHELSEA

and

PERORAD DEVELOPMENTS P/L

A.C.N. 006119919 of

43 PATTERSON STREET, CARRUM 3197

AGREEMENT PURSUANT TO SECTION 173

PLANNING AND ENVIRONMENT

ACT 1987 (AS AMENDED)

1.

THIS AGREEMENT made the 7th day of February, 1994 pursuant to Section 173 of the Planning and Environment Act 1987 (as amended) ("the Act")

BETWEEN: THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF CHELSEA
of Municipal Offices 1 Chelsea Road, Chelsea ("the Responsible Authority") of the one part

AND

PERORAD DEVELOPMENTS P/L of

43 PATTERSON STREET, CARRUM 3197

("the owners") of the other part.

WHEREAS: -

- A. The Owners are or are entitled to be the registered proprietors of 307 Station Street, Chelsea and being the land more particularly described in Certificate of Title Volume 3912 Folio 782292 ("the land") which is to be subdivided to create lots 1 and 2 on Plan of Subdivision No. PS 327151 F.
- B. The owner made application to Council, pursuant to the Subdivision Act 1988 (as amended), to subdivide the land into two lots for the purpose of using; Lot 1 as a medical centre pursuant to Town Planning Permit 2288 issued on the 4th November, 1993 and Lot 2 for the purpose of erecting a single dwelling to be built within a building envelope approved pursuant to Town Planning Permit 2306 issued on the 24th December, 1993.
- C. The Responsible Authority and the Owners have agreed that, without restricting or limiting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement shall be treated as being an Agreement under Section 173 of the Act.

2.

NOW IT IS AGREED as follows:

1. "The subject land" shall mean the land described as Lot 6, L.P. 5316 in Certificate of Title Volume 3912 Folio 782292 as comprised in its current title or Lots 1 and 2 on Plan of Subdivision No. PS_327151 F.
2. The Owners (which term shall include the Owners or Owners of the land from time to time) with the intent that their covenants hereunder shall run with the land hereby covenants and agrees that:-
 - A. Lot 1 on Plan of Subdivision No. P.S. 327151 F, will only be used for the erection and construction of buildings and works for the purpose of a medical centre, in accordance with Planning Permit No. 2288.
 - B. Lots 2 on Plan of Subdivision No. P.S. 327151 F will only be used for the erection and construction of buildings and works for the purpose of a single dwelling to be built within a building envelope approved pursuant to Town Planning Permit 2306.
 - C. Should the use of Lot 1 change to contain a single dwelling, lots 1 and 2 must continue to be referred to as the whole, or a part, of a dual occupancy despite the subdivision of the site which created the 2 separate lots.

3.

- D. (i) Pursuant to the Subdivision Act of 1988 (as amended) as the land is capable, subject to Council's consent, of being subdivided into more than 2 lots a public open space contribution is required. Council is prepared to defer the 2% public open space requirement for the current 2 lot subdivision. In the event of further subdivision of Lot 1 on P.S. 327151 F, the public open space requirement owing will be required for all that land in the parent title from which Lots 1 and 2 on P.S. 327151 F were created. The owner of Lot 1 will be required to pay all of the 2% public open space requirement which is owing.
- (ii) In the event that Council consents to the further subdivision of Lot 1 on P.S. 327151 F and the outstanding open space contribution has been paid, point D(i) of this agreement shall cease to have any force or effect over the said lot.
- E. A planning permit may be granted by the Responsible Authority to amend, alter, vary or delete the restrictions contained hereon.
- F. The Owners covenant and agree to do all things necessary including the signing of any further agreements or other documents that maybe required to ensure that the covenants and agreements hereunder are carried out and effected and the successors in title agree to do all things necessary to enable the council to enter memoranda of this Agreement on the Certificates of Titles to the subject land in accordance with Section 181 of the Planning and Environment Act including signing any further agreement acknowledgement or document to enable the said memoranda to be registered under that section.
- G. The Owners shall pay the Responsible Authority's reasonable costs in respect to the preparation, execution and subsequent registration of a Memorandum of the Agreement.

4.

IN WITNESS WHEREOF the parties have hereunto set their hands
and seals the day and year first hereinbefore written.

THE COMMON SEAL OF THE MAYOR,

COUNCILLORS AND CITIZENS OF THE

CITY OF CHELSEA

was hereunto affixed in
the presence of:

.....*Michael*.....Mayor

.....*John*.....Councillor

.....*Paul*.....Municipal Clerk

THE COMMON SEAL of

was hereunto affixed in accordance
with its Articles of Association in
the presence of:

.....*Paul Perovic*.....Director
Paul Perovic

.....*Vaso Perovic*.....Director
Vaso Perovic





Department of Transport and Planning

Owners Corporation Search Report

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Produced: 16/06/2026 09:33:15 AM

OWNERS CORPORATION 1
PLAN NO. PS733265Y

The land in PS733265Y is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 5, 7 - 27.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AU711087A 20/08/2021

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:

OC049738T 06/10/2020

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	128	128
Lot 2	123	123
Lot 3	122	122
Lot 4	127	127
Lot 5	161	161
Lot 7	124	124



Department of Transport and Planning

Owners Corporation Search Report

Produced: 16/06/2026 09:33:15 AM

OWNERS CORPORATION 1
PLAN NO. PS733265Y

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 8	76	76
Lot 9	74	74
Lot 10	127	127
Lot 11	144	144
Lot 12	120	120
Lot 13	123	123
Lot 14	121	121
Lot 15	116	116
Lot 16	126	126
Lot 17	72	72
Lot 18	80	80
Lot 19	127	127
Lot 20	72	72
Lot 21	69	69
Lot 22	125	125
Lot 23	135	135
Lot 24	146	146
Lot 25	125	125
Lot 26	123	123
Lot 27	114	114
Total	3000.00	3000.00

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

Statement End.

Land Information Certificate

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



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

Date of Issue:	16 June 2026
Assessment No:	184669 8
Property Location:	G0 4 310 Station Street, CHELSEA VIC 3196
Parcel Details:	Lot 5 PS733265
Certificate No:	166709
Certificate Expiry Date:	14 September 2026
Applicants Reference:	80856224-001-4:93716

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 2025	Site Value:	112,500
Relevant Date of Valuation: 01 Jan 2025	Capital Improved Value:	625,000
	Net Annual Value:	31,250

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

RATES AND CHARGES 1st July 2025 to 30th June 2026

Arrears

Arrears - Brought Forward 01/07/2025	\$0.00
Legal Fees Brought Forward 01/07/2025	\$0.00

Current Rate

General Rates	\$1,137.56
Emergency Services & Volunteers Fund	\$244.13
Municipal Charge	\$100.00
Waste Management	\$187.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$-1,668.69

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

OUTSTANDING \$0.00

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

Assessment No.	184669/8
Certificate No.	166709
Certificate Expiry Date	14 September 2026

ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

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 \$30.60.

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 14 September 2026.
- 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 2026.
 Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.
- 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: 1846698

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

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

Sunnyoaks Conveyancing Pty Ltd
E-mail: enquiries@sunnyoaks.com.au

Statement for property:
UNIT G04 LOT 5 310 STATION
STREET CHELSEA 3196
5 PS 733265

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50D//09733/00452	Leef 26/349	22 JUNE 2026	52447905

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$31.25

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$100.41
Subtotal Service Charges		\$176.08
Usage Charges*	Billed until 20/5/2026	\$64.06
Payments		\$0.04
TOTAL UNPAID BALANCE		\$240.10

- The meter at the property was last read on 20/05/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.58 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.
- 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.

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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.

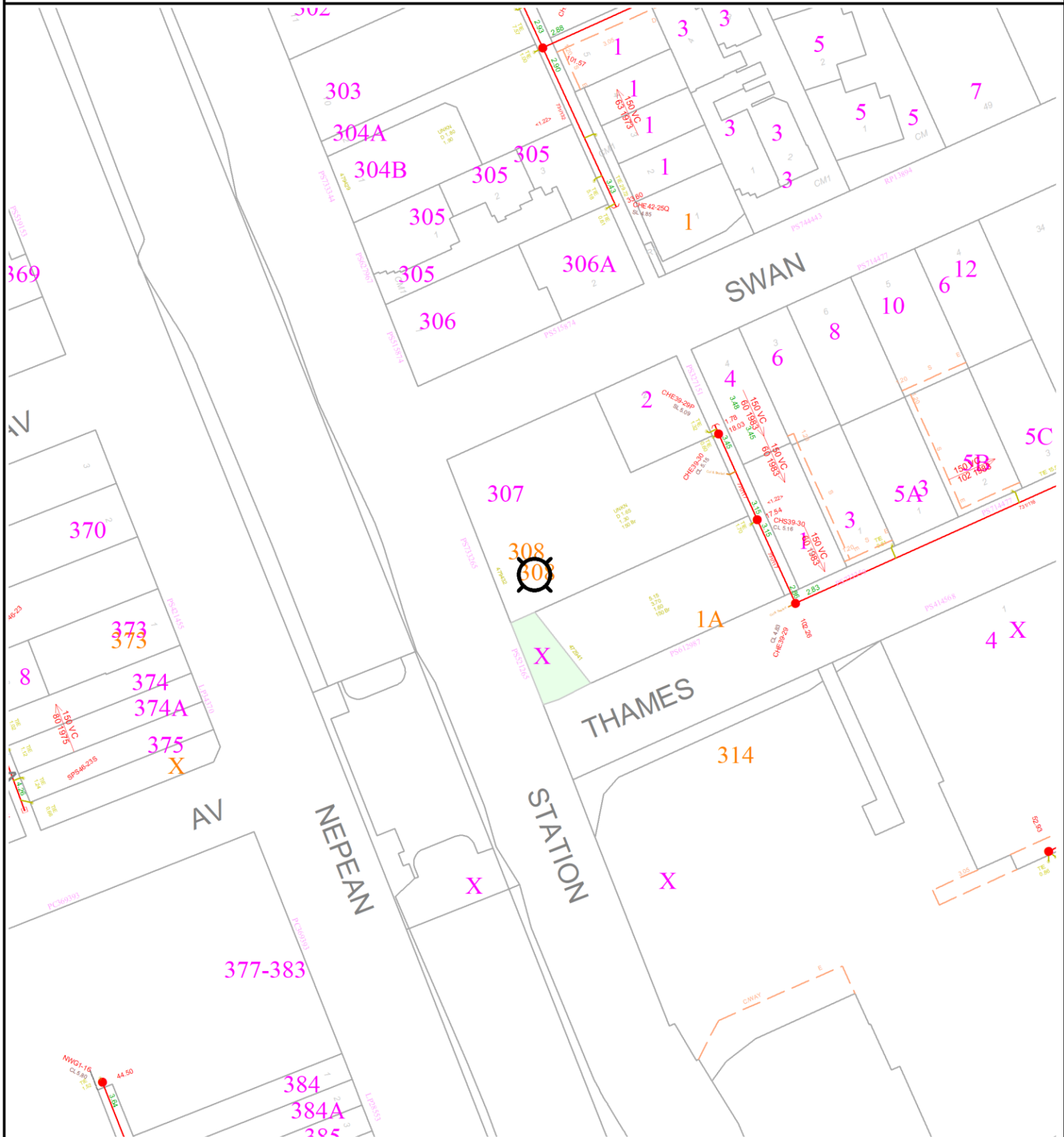
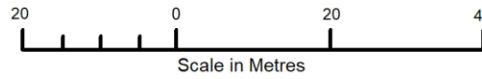
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian 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  Proposed Title/Road  Easement	  	Subject Property Sewer Main & Property Connections Direction of Flow	 Maintenance Hole  Inspection Shaft  Offset from Boundary	 Abandoned Sewer
---	---	--	--	---

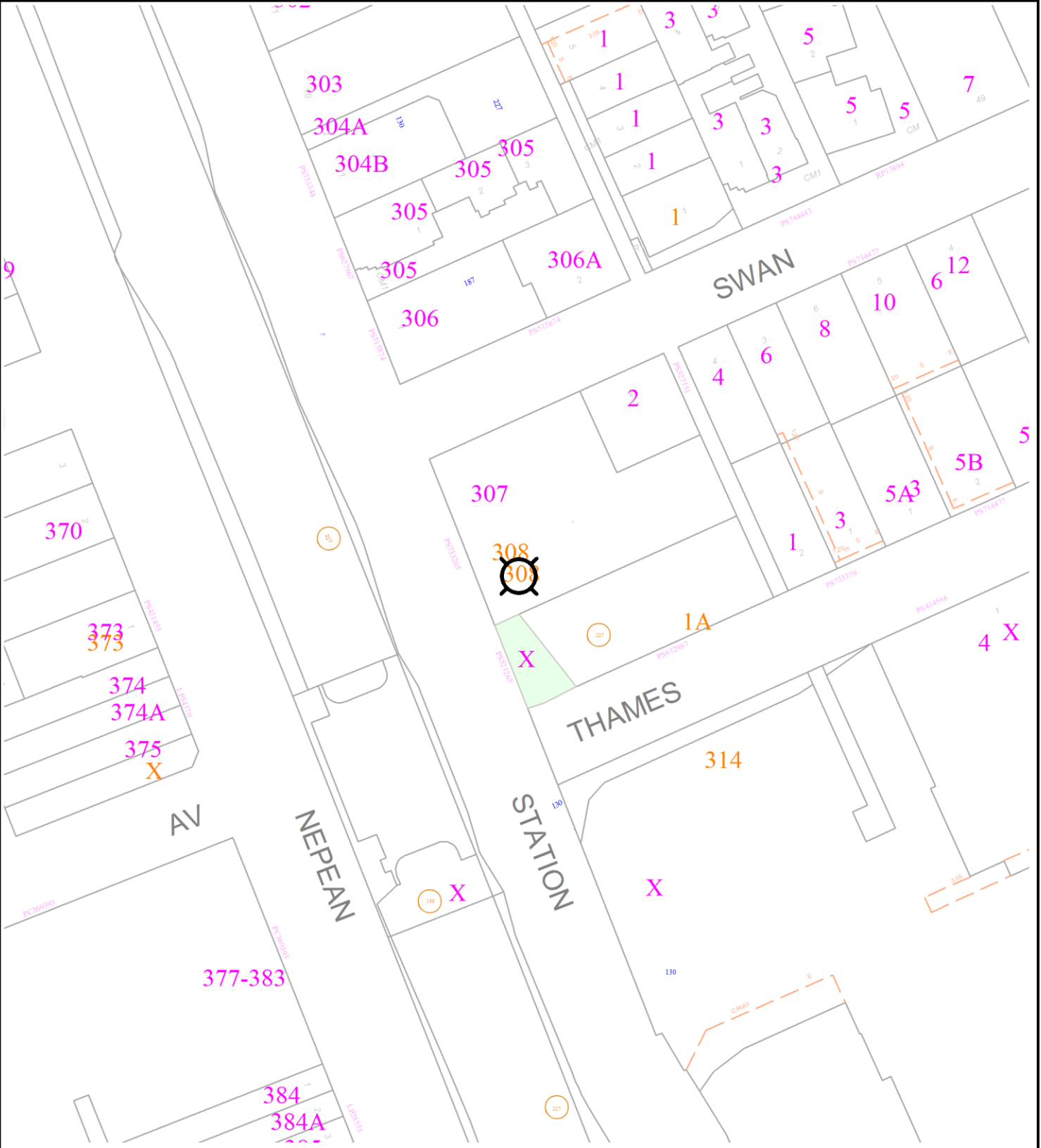
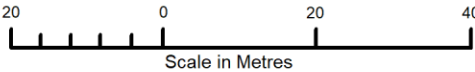
Melbourne Water Assets		
 Sewer Main  Maintenance Hole	 Underground Drain  Channel Drain	 Natural Waterway  Underground Drain M.H.

20 0 20 4

Scale in Metres

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.

 Hydrant
 Fireplug/Washout
 ~ 1.0 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.

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

Property Clearance Certificate

Land Tax



SUNNY OAKS CONVEYANCING

Your Reference:	LEEF 26/349
Certificate No:	10169794
Issue Date:	22 JUN 2026
Enquiries:	ESYSPROD

Land Address:	UNIT G04, 310 STATION STREET CHELSEA VIC 3196
---------------	---

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47797941	5	733265	12254	122	\$0.00

Vendor: SARAH LEEF & EDWARD ELLIS
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS SARAH ANN LEEF	2026	\$112,500	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

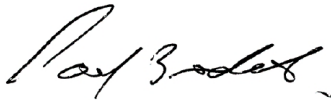
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
-------------------------------------	--------------------------	---------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential 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):	\$625,000
SITE VALUE (SV):	\$112,500
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 10169794

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 = \$112,500

Calculated as \$975 plus (\$112,500 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,250.00

Taxable Value = \$625,000

Calculated as \$625,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 10169794

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 10169794

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



SUNNY OAKS CONVEYANCING

Your Reference: leef 26/349

Certificate No: 10169794

Issue Date: 22 JUN 2026

Enquires: ESYSPROD

Land Address: UNIT G04, 310 STATION STREET CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
47797941	5	733265	12254	122	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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: \$625,000

SITE VALUE: \$112,500

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10169794

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.
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



SUNNY OAKS CONVEYANCING

Your Reference:	LEEF 26/349
Certificate No:	10169794
Issue Date:	22 JUN 2026

Land Address: UNIT G04, 310 STATION STREET CHELSEA VIC 3196

Lot	Plan	Volume	Folio
5	733265	12254	122

Vendor: SARAH LEEF & EDWARD ELLIS

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 10169794

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

BPAY  Billers Code: 416073 Ref: 10169795 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 10169795 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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22 June 2026

SUNNYOAKS CONVEYANCING
6 / 200 NEPEAN HIGHWAY
ASPENDALE VIC 3195

Ref

Re	Lot 5	Plan of Subdivision No. PS733265Y
Fee	267.38	Paid

Please find enclosed Owners Corporation Certificate pursuant to Section 151 of the Owners Corporations Act 2006.

Fees paid pursuant to Section 184 are payable to Victoria Body Corporate Services Pty Ltd ABN 85 007 034 522.

It is recommended that confirmation of balances due should be checked again as close as possible to the actual settlement date.

Finally, please ensure that the prescribed change of ownership form is sent to our office within 28 days of settlement so that all future correspondence relating to this lot is issued correctly to the new owner. Please direct your change of ownership information to our office via email to updates@smartercommunities.com.au.

Should you require any further information regarding this document, please contact Victoria Body Corporate Services on (03) 8531 8100.

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation 307-310 STATION STREET
 307-310 Station Street Chelsea 3196

Plan Number: PS733265Y

Vendor E Ellis & S Leef

Reference

This certificate is issued for Lot 5 on Plan Number PS733265Y
 the postal address of which is: G04/310 Station Street, Chelsea 3196

Lot Liability 161.00

Lot Entitlement 161.00

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/04/25 to 30/06/25	939.17	01/04/25	27/03/25	18/02/25
01/07/25 to 30/09/25	1,475.83	16/07/25	11/07/25	17/06/25
01/10/25 to 31/12/25	1,475.83	01/10/25	26/09/25	22/08/25
01/01/26 to 31/03/26	1,475.83	01/01/26	22/04/26	23/11/25
01/04/26 to 30/06/26	1,341.67	01/04/26	22/04/26	21/02/26
01/07/26 to 30/09/26	1,341.67	01/07/26		24/05/26
01/10/26 to 31/12/26	1,341.67	01/10/26		
01/01/27 to 31/03/27	1,341.67	01/01/27		

Regulation 16(b)

The Administration Fund fees are paid up until 30/06/26
 Amount unpaid including billed not yet due \$1,341.67

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/04/25 to 30/06/25	60.38	01/04/25	27/03/25	18/02/25
01/07/25 to 30/09/25	60.38	01/07/25	26/06/25	23/05/25
01/10/25 to 31/12/25	60.37	01/10/25	26/09/25	22/08/25
01/01/26 to 31/03/26	60.37	01/01/26	22/04/26	23/11/25
01/04/26 to 30/06/26	60.38	01/04/26	22/04/26	21/02/26
01/07/26 to 30/09/26	60.38	01/07/26		24/05/26
01/10/26 to 31/12/26	60.38	01/10/26		
01/01/27 to 31/03/27	60.38	01/01/27		

Regulation 16(b)

The Maintenance Fund fees are paid up until 30/06/26
 Amount unpaid including billed not yet due \$60.38

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
Deficit Levy	322.00	06/12/24	03/12/24	08/11/24

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
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Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

Victoria

Lot 5	On	Plan Number	PS733265Y
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5	Section 151(4)(a)(iii) Other amounts owing				
	Purpose	Fund	Amount	Due Date	Amount Unpaid

Interest Rate: 10.00 Interest to Certificate Date: \$9.25 Daily Interest Accruing: Nil

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	Nil
Special Fees	Nil
Other Payments	Nil
Interest	\$9.25

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$1,411.30)	\$9.25
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6 Section 151(4)(a)(v) Regulation 16(e)
The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

7 Section 151(4)(a)(iv) Regulation 16(f)
The owners corporation has the following insurance cover:
INSURANCE DETAILS
307-310 STATION STREET

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	13,214,756.00	26/03/27	15/04/26	23,629.12
PUBLIC LIABILITY SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	20,000,000.00	26/03/27	15/04/26	
CATASTROPHE SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	1,982,213.00	26/03/27	15/04/26	
VOLUNTARY WORKERS SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	200,000.00	26/03/27	15/04/26	
FIDELITY GUARANTEE SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	100,000.00	26/03/27	15/04/26	
LOT OWNERS FIXTURES SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	300,000 (per lot)	26/03/27	15/04/26	
GOVERNMENT AUDIT SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	25,000.00	26/03/27	15/04/26	
APPEAL EXPENSES WHS SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	100,000.00	26/03/27	15/04/26	
LEGAL DEFENCE SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	50,000.00	26/03/27	15/04/26	
FLOATING BOARDS SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	Included	26/03/27	15/04/26	
LOSS RENT/TEMP ACCOM SCI (ALLIANZ)	VRSC22001600 BODY CORPORATE BROKERS	1,982,213.00	26/03/27	15/04/26	

8 Section 151(4)(a)(iv) Regulation 16(g)
The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

9 Section 151(4)(a)(vi) Regulation 16(h)
Total funds held by owners corporation (including any investment accounts): \$22,295.43

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 5

On

Plan Number

PS733265Y

- 10 Section 151(4)(a)(vii) Regulation 16(i)
The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

SPECIAL LEVIES MAY BE RAISED TO COVER EXTRAORDINARY EXPENSES. PROSPECTIVE OWNERS SHOULD NOTE THAT SPECIAL LEVIES MAY BE RAISED BY THE OWNERS CORPORATION AT ANY POINT IF ADDITIONAL NON-BUDGETED EXPENSES ARISE WHICH ARE CURRENTLY UNKNOWN TO THE MANAGER.

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDED 31/3/27 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

ESM REPORTS IDENTIFIED A NUMBER OF DEFECTS WITH THE FIRE EQUIPMENT AT THE PROPERTY. THE OWNERS CORPORATION WILL LIKELY COMPELTE THESE REPAIRS IN STAGES. A SPECIAL LEVY MAY BE REQUIRED IN ORDER TO COMPELTE THESE WORKS. TO DATE, A SPECIAL LEVY HAS NOT YET BEEN RAISED.

THE OWNERS CORPORATION IS CURRENTLY PAYING THE INSURANCE PREMIUM BY PREMIUM FUNDING 910 MONTHLY INSTALMENTS). IF THE OWNERS CORPORATION IS UNABLE TO MEET THESE PAYMENTS, A SPECIAL LEVY MAY BE RAISED.
- 11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:

FOR CONTRACTS REFER BELOW.

ESM SERVICE AGREEMENT
VBCS MANAGEMENT AGREEMENT
- 12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:
- 13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:
- 14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:
- 15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Victoria Body Corporate Services Pty Ltd ACN 007 034 522 Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email:
- 16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 5

On

Plan Number

PS733265Y

- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters
FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.
- BUILDING INSURANCE CLAIM SUBMITTED WITH VMIA. THE COMMON PROPERTY DEFECTS HAVE NOW BEEN COMPELTED.
FURTHER CLAIMS MAY BE MADE DEPENDING ON INFORMATION FROM PROPERTY OWNERS/RESIDENTS.

Dated: **22/06/2026**

Owners Corporation Manager
Jared Jones

Plan of Subdivision No. PS733265Y

ABN 97 675 437 105

STATEMENT

Transfer Date:
09/06/23

E Ellis & S Leef
G04/310 Station Street
CHELSEA VIC 3196

Statement Period			
01 Apr 25 to 22 Jun 26			
A/c No	5	Lot No	5
Page Number	1 of 2	Unit No	G04

Date	Type	Details	Reference	Debit	Credit	Balance
01/04/25	Admin Fund	Brought forward	I0000889		999.55	-999.55
01/04/25	Maintenance Fund	01/04/25 To 30/06/25	I0000915	939.17		-60.38
23/05/25	Maintenance Fund	01/04/25 To 30/06/25	I0000967	60.38		0.00
17/06/25	Admin Fund	01/07/25 To 30/09/25	I0000993	60.38		60.38
26/06/25	Receipt	01/07/25 To 30/09/25	I0000993	1,475.83		1,536.21
11/07/25	Receipt	Maintenance Fund	R0000541		60.38	1,475.83
22/08/25	Admin Fund	Admin Fund	R0000557		1,475.83	0.00
22/08/25	Maintenance Fund	01/10/25 To 31/12/25	I0001020	1,475.83		1,475.83
26/09/25	Receipt	01/10/25 To 31/12/25	I0001046	60.37		1,536.20
26/09/25	Receipt	Admin Fund	R0000587		1,475.83	60.37
23/11/25	Admin Fund	Maintenance Fund	RA000587		60.37	0.00
23/11/25	Maintenance Fund	01/01/26 To 31/03/26	I0001072	1,475.83		1,475.83
15/01/26	Other	01/01/26 To 31/03/26	I0001098	60.37		1,536.20
29/01/26	Other	Arrears Notice Fee	M0000094	27.50		1,563.70
31/01/26	Interest Jnl	Arrears Notice Fee	M0000099	38.50		1,602.20
15/02/26	Other	Interest To 31/01/26	J0003354	13.04		1,615.24
21/02/26	Admin Fund	Arrears Notice Fee	M0000103	53.90		1,669.14
		01/04/26 To 30/06/26	I0001124	1,341.67		3,010.81
More details on next page...				\$7,082.77	\$4,071.96	\$3,010.81
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$1,411.30	
0.00	0.00	9.25	0.00	1,402.05	Date Paid	Amount Paid

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All cheques must be made payable to: OCP 733265

307-310 STATION STREET

LOT/UNIT

Lot 5/ Unit G04

STRATAPAY REFERENCE NO.

9734 9300 3

DUE DATE

307-310 STATION STREET

MANAGED BY

VBCS PTY LTD

AMOUNT

\$1,411.30



*496 258744457 10000000053

Plan of Subdivision No. PS733265Y

STATEMENT

E Ellis & S Leef G04/310 Station Street CHELSEA VIC 3196		Statement Period	
		01 Apr 25 to 22 Jun 26	
		A/c No	5
		Lot No	5
		Page Number	2 of 2

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		7,082.77	4,071.96	3,010.81
21/02/26	Maintenance Fund	01/04/26 To 30/06/26	I0001150	60.38		3,071.19
27/02/26	Other	Arrears Notice Fee	M0000106	86.90		3,158.09
28/02/26	Interest Jnl	Interest To 28/02/26	J0003408	11.78		3,169.87
31/03/26	Interest Jnl	Interest To 31/03/26	J0003452	13.04		3,182.91
14/04/26	Other	Legal Fees	M0000108	88.00		3,270.91
14/04/26	Other	Letter Of Demand	M0000110	79.80		3,350.71
22/04/26	Receipt	Admin Fund	R0000658		2,817.50	533.21
22/04/26	Receipt	Maintenance Fund	RA000658		120.75	412.46
22/04/26	Receipt	Interest	RB000658		37.86	374.60
22/04/26	Receipt	Other	RC000658		374.60	0.00
22/04/26	Interest Jnl	Interest To 22/04/26	J0003585	9.25		9.25
24/05/26	Admin Fund	01/07/26 To 30/09/26	I0001176	1,341.67		1,350.92
24/05/26	Maintenance Fund	01/07/26 To 30/09/26	I0001202	60.38		1,411.30
				\$8,833.97	\$7,422.67	\$1,411.30



INTERIM DECISIONS OF ANNUAL GENERAL MEETING

**OWNERS CORPORATION PLAN NO. 733265
AT 307-310 STATION STREET, CHELSEA, VIC 3196**

**Prepared by: Kaitlin Denney
Phone: 03 8531 8100
Email: kdenney@vbcs.com.au
Date of Meeting: 3 June 2025**

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 733265
Address: 307-310 STATION STREET, CHELSEA, VIC 3196
Held: Microsoft Teams Video / Phone Conference
Date: 3 June 2025 at 6:00 PM

PRESENT:

<u>Name</u>	<u>Lot</u>
Concetta (Tina) Melatti	4
Maria Mongelli	13, 25
Karen Fallon	14
Amelia Tragardh	15
Warren John & Marion Alexander	16
Geoffrey Isbell	22
Rhiannon Laporte	23
Fiona Melican	26

IN ATTENDANCE: Kaitlin Denney, Victoria Body Corporate Services

Motion 1.	Chairperson for the Meeting	Ordinary Resolution
IT WAS RESOLVED THAT Kaitlin Denney be appointed to act as the Chairperson of the Meeting.		

Motion 2.	Minutes	Ordinary Resolution
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 09/10/2024 be confirmed as a true and accurate account of proceedings at that Meeting.		

Motion 3.	Financial Statements & Position	Ordinary Resolution
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2025 be adopted.		
Managers Note: As the insurance premium for the 2025-2026 period is being paid via instalments payments (Premium Funding), this is listed as a Creditor Liability of the Statement of Financial Position.		

Motion 4.	Annual Budget & Contributions	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Administration Fund Proposed Budget for the period 01/04/2025 to 31/03/2026 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows: Administrative Fund: \$100,000.00 Maintenance Fund: \$4,500.00 Total: \$104,500.00 This Fund is to remain in force until the next Annual General Meeting. FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy. Managers Note: Members present resolved not to increase the Maintenance Fund for the financial year 01/04/2025 to 31/03/2026.		

Motion 5.	Fees Due - Administration Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Administration Fund fee notices in accordance with the following schedule:						
Administration Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$17,500.01	\$5.83334
To be Issued	Current	1 Jul 2025	30 Sep 2025	1 Jul 2025	\$27,499.99	\$9.16666
To be Issued	Current	1 Oct 2025	31 Dec 2025	1 Oct 2025	\$27,499.99	\$9.16666
To be Issued	Current	1 Jan 2026	31 Mar 2026	1 Jan 2026	\$27,499.99	\$9.16666
Total		1 Apr 2025	31 Mar 2026		\$99,999.98	\$33.33332
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Apr 2026	30 Jun 2026	1 Apr 2026	\$25,000.01	\$8.33333
Total		1 Apr 2026	30 Jun 2026		\$25,000.01	\$8.33333

Motion 6.	Fees Due - Maintenance / Sinking Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Maintenance / Sinking Fund fee notices in accordance with the following schedule:						
Maintenance / Sinking Fund						
Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Liability
Already Issued	Current	1 Apr 2025	30 Jun 2025	1 Apr 2025	\$1,125.06	\$0.37500
To be Issued	Current	1 Jul 2025	30 Sep 2025	1 Jul 2025	\$1,124.94	\$0.37499
To be Issued	Current	1 Oct 2025	31 Dec 2025	1 Oct 2025	\$1,124.94	\$0.37499
To be Issued	Current	1 Jan 2026	31 Mar 2026	1 Jan 2026	\$1,124.94	\$0.37499
Total		1 Apr 2025	31 Mar 2026		\$4,499.88	\$1.49997
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Liability
To be Issued	Next	1 Apr 2026	30 Jun 2026	1 Apr 2026	\$1,125.06	\$0.37500
Total		1 Apr 2026	30 Jun 2026		\$1,125.06	\$0.37500

Motion 7.	Management of Levy Arrears	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation approve pursuant to the <i>Owners Corporations Act 2006</i> (including Sections 29, 31 & 32) for the purpose of collecting levy contributions to authorise Victoria Body Corporate Services Pty Ltd to do any one or more of the following: 1. To issue arrears notices, reminder notices and/or letters to seek recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs/expenses and arrange and monitor payment plans; 2. To charge Lot Owners interest on any levies which are overdue, such interest is at a rate of 10% per annum, pursuant to Section 29 of the <i>Owners Corporations Act 2006</i>. Important Note: The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the <i>Owners Corporations Act 2006</i>, the <i>Owners Corporation Regulations 2007</i> or the Owners Corporation Rules 3. To engage or appoint the services of a debt collection agency, obtain legal advice and/or retain legal representation and/or experts on behalf of the Owners Corporation; 4. To issue demands, commence, pursue, continue or defend any court, tribunal or any other proceedings against any Lot Owner, mortgagee in possession and/or former Lot Owner in relation to all matters arising out of the recovery of levy contributions and the recovery of other debts, including penalties, interest, legal and other costs; 5. Enter and enforce any judgement obtained in the collection of levy contributions including issuing writ for levy of property (personal and real property), garnishee orders, examination notices/orders/hearings, bankruptcy notices, statutory demands and commencing and maintaining bankruptcy proceedings or winding up proceedings; 6. Liaise, instruct and prepare all matters with the Owners Corporations debt collection agents, lawyers and experts in relation to any levy recovery proceedings; and 7. Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.		

Motion 8.	Appointment of Owners Corporation Manager - Victoria Body Corporate Service Pty Ltd	Ordinary Resolution
IT WAS RESOLVED THAT in accordance with Section 119 of the <i>Owners Corporations Act 2006</i> that: • Victoria Body Corporate Services Pty Ltd be appointed as Owner's Corporation Manager of the Owners Corporation; • The Owners Corporation execute the written agreement to give effect to this appointment and have two members be authorised to sign the agreement on behalf of the Owners Corporation in accordance with Section 20 of the <i>Owners Corporations Act 2006</i>; • The delegation is subject to the conditions and limitations set out in the Agreement; and • That upon execution on the Agreement, the Owners Corporation and the Victoria Body Corporate Services Pty Ltd mutually agrees that this Agreement supersedes and cancels all previous delegations and Agreements between the Owners Corporation and Victoria Body Corporate Services Pty Ltd.		

Motion 9.	Delegation to Manager	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.		

Motion 10.	Confirmation of Insurance		Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the Owners Corporations Act 2006, the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.				
Schedule of Insurance				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
VRSC22001600	SCI (ALLIANZ)	26 Mar 2026	BUILDING	\$12,585,482.00
			PUBLIC LIABILITY	\$20,000,000.00
			CATASTROPHE	\$1,887,822.00
			VOLUNTARY WORKERS	\$200,000.00
			FIDELITY GUARANTEE	\$100,000.00
			LOT OWNERS FIXTURES	\$300,000.00 (per lot)
			GOVERNMENT AUDIT	\$25,000.00
			APPEAL EXPENSES WHS	\$100,000.00
			LEGAL DEFENCE	\$50,000.00
			FLOATING BOARDS	Included
			LOSS RENT/TEMP ACCOM	\$1,887,822.00
TOTAL PREMIUM: \$25,220.40				

Motion 11.	<i>Renewal of Insurance Policy</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the Insurer as recommended by the broker.		

Motion 12.	Insurance Excess Payment	Ordinary Resolution
IT WAS RESOLVED THAT if an excess is applied to any claim made on an insurance policy held by the Owners Corporation, the excess will be payable by the party responsible for the damage and for the avoidance of doubt the following will apply: • where damage is caused by an event or action on common property or by a shared service and rectification to common property and/or a lot or lots is required because of that action, the Owners Corporation will meet the excess; or • where damage is caused by an event or action from within a lot or a service specific to one lot, and rectification is required to common property and/or a lot or lots, the Owners Corporation will apply the benefit principle pursuant as set out in Section 24 of the <i>Owners Corporations Act 2006</i>. In that the lot/s responsible for the damage will be required to meet the amount of the insurance excess, and that the Owners Corporation may require that the excess is paid either to the Owners Corporation or the contractor undertaking the works prior to works commencing.		

Motion 13.	Common Property Safety	Ordinary Resolution
DEFEATED BY SIMPLE MAJORITY THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health & Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law. The Manager reminded members that compliance with the OH&S regulations is an ongoing obligation. Members should regularly monitor the property and advise the Manager of any new issues that may arise. Manager's Note: Obtaining an Occupational Health and Safety report will be discussed at the 2026 Annual General Meeting.		

Motion 14.	Approved Minor Works	Ordinary Resolution
IT WAS RESOLVED THAT the Manager is authorised to approve works for non-urgent matters where the cost is anticipated to be less than \$2,500.00 inclusive of GST without obtaining the prior approval of the Owners Corporation and arrange payment of the invoice using Owners Corporation surplus funds.		

Motion 15.	After Hours Service	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to section 24(2A) of the <i>Owners Corporations Act 2006</i> that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to a lot with the levy apportioned to the caller's lot based upon the benefit principle.		

Item 16.	Committee Report	
A committee report was not presented at the Annual General Meeting.		

Motion 17.	Delegation to Committee/Chairperson	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation delegates by these minutes to the incoming elected Committee/Chairperson of the Owners Corporation all the powers it may properly delegate pursuant to the provisions of Section 11 of the <i>Owners Corporations Act 2006</i> with the exclusion of a unanimous resolution, a special resolution, a resolution at a General Meeting.		

Motion 18.	Election of Owners Corporation Committee/Chairperson of Owners Corporation	Ordinary Resolution
IT WAS RESOLVED THAT in accordance with Sections 98.1 and 100 of the <i>Owners Corporations Act 2006</i>, the election of the Owners Corporation Committee/Chairperson of the Owners Corporation takes place and that: • The Chairperson of the meeting announce the names of the candidates already nominated in writing for election to the Owners Corporation Committee; and • The Chairperson of the meeting calls for any oral nominations of candidates eligible/ financial for elections to the Owners Corporation Committee; • The Chairperson of the meeting declares that nominations are closed; • That the number of members to the Owners Corporation Committee or Chairperson of the Owners Corporation be set; • That the elected Committee may determine that notice to be given for committee meeting and is not required to give three (3) days notice as set down in Section 109 of the <i>Owners Corporations Act 2006</i>; and • Where a Committee or Chairperson of the Owners Corporation is not elected, the Chairperson of the meeting will advise members that the Owners Corporation is in breach of Part 5 (including Section 98.1) of the Owners Corporations Act and any decision of the Owners Corporation will be determined by Postal Ballot.		

Motion 19.	Members	
Election of Ordinary Member		
IT WAS RESOLVED that the following Members be appointed until the next Annual General Meeting.		
IT WAS FURTHER RESOLVED pursuant to Section 105 of the <i>Owners Corporations Act 2006</i> to appoint Geoffrey Isbell as Chairperson of the Owners Corporation Committee.		
Name	Lot	Details
Maria Mongelli	13	Committee Member
Karen Fallon	14	Committee Member
Marion Alexander	16	Committee Member
Geoffrey Isbell	22	Chairperson

Item 20.	General Business	
Owners Corporation Compensation Request		
Members present discussed a compensation request received by the Owners Corporation. Defect repairs completed at the property resulted in private balconies being inaccessible. Due to this loss of amenity, an owner was taken to VCAT and compensation was awarded to their tenant. The owner is now seeking payment of this compensation amount from the Owners Corporation. A discussion was held seeking feedback from other lot owners how this request should be addressed by the committee.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 7:24 PM



Kaitlin Denney
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 3 June 2025

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that Section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to Section 78(4).

- (1) Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.
- (1A) Subject to subsections (1B) and (1C), the Manager of an Owners Corporation may pass an interim resolution at a general meeting of the Owners Corporation if no lot Owner is present (whether in person or by proxy) at the meeting.
- (1B) The Manager must not pass an interim resolution under subsection (1) that—
 - (a) affects the contract of appointment of the Manager; or
 - (b) involves an amount that is greater than 10% of the annual budget of the Owners Corporation; or
 - (c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the Owners Corporation for the previous year.
- (1C) An Owners Corporation, by ordinary resolution, may exclude or alter the power of the Manager to make an interim resolution under subsection (1A).
- (2) Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot Owners within 14 days of the meeting.
- (3) The minutes must be accompanied by a notice setting out the effect of subsection (4).
- (4) Interim resolutions become resolutions of the Owners Corporation—
 - (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
 - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
 - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note

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

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.
4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.

6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the Owners Corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- | | | |
|--------------------------------|-------------------|---------------------------------|
| ✓ Minutes of AGM | ✓ Notices of AGM | ✓ Registered Rules |
| ✓ Insurance valuation & report | ✓ VBCS Newsletter | ✓ Account balance & fin. status |

Information for Committee Members (in addition to the Owners reports):

- | | |
|----------------------------------|---------------------|
| ✓ Financial reports (all owners) | ✓ Aged balance list |
| ✓ Bank balances | ✓ Committee reports |

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login".

On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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 28 calendar 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**.

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY
DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION
YOU SHOULD SEEK EXPERT ADVICE.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC22001600
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Owners Corporation Plan No. PS 733265Y 310 Station Street, Chelsea, VIC, 3196
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 26/03/2026 Expiry Date: 4:00pm on 26/03/2027
INTERMEDIARY	Body Corporate Brokers
ADDRESS	Level 12, 390 St Kilda Road, Melbourne, VIC, 3004
DATE OF ISSUE	24/02/2026

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$13,214,756
		Common Area Contents	Not Included
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$1,982,213
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$1,982,213
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

PROPERTY REPORT



Energy,
Environment
and Climate Action

Created at 22 June 2026 11:10 AM

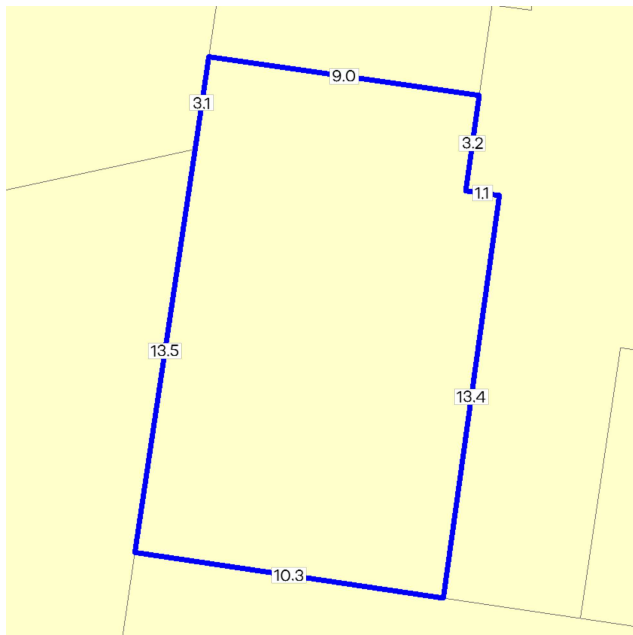
PROPERTY DETAILS

Address: **2/42-44 BURDOO DRIVE GROVEDALE 3216**
Lot and Plan Number: **Lot 2 PS300637**
Standard Parcel Identifier (SPI): **2\PS300637**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **222462**
Directory Reference: **Melway 465 F5**

www.geelongaustralia.com.au

SITE DIMENSIONS

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



Area: 166 sq. m

Perimeter: 54 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**
Urban Water Corporation: **Barwon Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**

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>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



 Selected Property

 Water course

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 22 June 2026 10:54 AM

PROPERTY DETAILS

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www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

UTILITIES

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Urban Water Corporation: **Barwon Water**
Melbourne Water: **Outside drainage boundary**
Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **SOUTH BARWON**
OTHER
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



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

Planning Overlays

No planning overlay found

Further Planning Information

Planning scheme data last updated on 11 June 2026.

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.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT 011884/01

approved location

This occupancy permit must be displayed in the following approved location:
Main entry lobby to the building

property details

CHELSEA APARTMENTS
307-310 Station Street, CHELSEA VIC 3196

Lot(s): 5	LP/PS: 5316	Volume: 4361	Folio: 009
Crown allotment:	Section:	Parish: Lyndhurst	County: Mornington
Municipal district: Kingston City Council			Allotment area (m2): 1,356

building permit details

Building Permit number: 20178782/1, 20178782/2, 20178782/3, 8774452305093

Approved works: **New Apartment development**

Version of BCA applicable to Building Permit: Volume 1 - 2016

Planning Permit number: KP872/2010

building details

Part of building: Basement

Permitted use: Carpark – 27 spaces and
associated stores

BCA class: 7a

Maximum permissible floor load: 2.0kPa

Maximum number of people to be accommodated: 30

Part of building: Ground Floor

Permitted use: Apartments 1 to 12 (inclusive) and
common areas

BCA class: 2

Maximum permissible floor load: 2kPa

Maximum number of people to be accommodated: 40

Part of building: Level 1

Permitted use: Apartments 13 to 23 (inclusive)
and common areas

BCA class: 2

Maximum permissible floor load: 2kPa

Maximum number of people to be accommodated: 36

Part of building: Level 2

Permitted use: Apartments 24 to 27 (inclusive)
and common areas

BCA class: 2

Maximum permissible floor load: 2kPa

Maximum number of people to be accommodated: 16

performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to this project:

<u>Relevant performance requirement</u>	<u>Details of performance solution</u>
CP1, CP2	Fire Resistance Levels associated with top most storey internal walls within Class 2 parts (residential) to be 60 minutes, in lieu of 90 minute
CP1, CP2	Concrete floor slabs within the SOU wet areas be reduced to 170mm thick (i.e. 30mm set down), in lieu of achieving a slab thickness of 200mm, which achieves an FRL of 90 minutes
CP2	External façade construction to incorporate intumescent cavity barriers at Ground Level and Level 1 floor slab within the flue space formed between the external non-combustible cladding and the external wall
CP2	Hitek load-bearing, concrete core filled wall system forming the external walls in a building of Type A construction to incorporate combustible elements, in lieu being non-combustible
CP2, CP8	Openings to be located within 3m of the south allotment boundary or within 6m of the far boundary of a road, river, lake or the like adjoining the allotment without the required protection in accordance with BCA DTS Clause C3.4
CP2, CP8, DP5	Fire services test drain pipe to be located within the fire isolated stairway.
DP4, DP6, EP2.2	Increase in exit travel distance from the entrance door of any SOU to: a) an exit is to be not more than (in lieu of 6m) 23m on Level 1 b) a single exit serving the storey at the level of egress to road or open space is to be not more than (in lieu of 20m) i. 47m from Ground Level
DP6	The unobstructed egress width to be not less than 930mm within the south-east egress stair on Ground Floor, in lieu of 1,000mm.
DP5, EP2.2	Fire isolated stair to discharge internally, in lieu of discharging directly or by way of its own fire isolated passageway to a road or open space
DP4, EP2.2	Fire isolated stair to have a direct connection between rising and descending stair flights at the level of discharge, in lieu of being separate
DP2, DP4	Doors to swing against the direction of egress, as shown in Appendix D, in lieu of the door swinging in the direction of egress
EP1.1	Fire hose reel coverage need not be provided to

OCCUPANCY PERMIT 011884/01 (continued)

Basement Floor smoke lobbies

FP1.4

Weatherproofing of external walls

building appeals board determinations and orders

The following determinations and orders of the Building Appeals Board (the BAB) relate to the building work to which this permit applies:

<u>Date of determination or order</u>	<u>Determination or order</u>	<u>Section of Building Act 1993 under which application to BAB made</u>
13/01/2020	Pursuant to s160A of the Building Act 1993, the external proprietary modular form-work wall system refereed as Hi Tek Wall System and depicted in the fire engineering report prepared by Omnii Consulting Fire Engineers dated September 2019 complies with the Performance Requirements CP2 of Volume One of the Building Code of Australia 2019, insofar as that element of design forms part of the holistic fire safety design for the building located on the Subject Land	160A

reporting authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

<u>Prescribed reporting authority</u>	<u>Matter reported on</u>	<u>Regulation</u>
City Kingston	Legal point of Discharge	130
City Kingston	Public Precautions	116
FRV	– Magnetic Flow Device – Booster Assembly – Shortfall pressure – Fire Hose reels – Hydrants Shortfall coverage	129, 187 (a)&(b)

conditions to which this permit is subject

Occupation is subject to the following conditions:

1. Essential safety measures

The essential safety measures listed Appendix A of this permit must be inspected, tested and maintained in accordance with the maintenance requirements set out in the table shown in Appendix A of this permit.

2. Other conditions

Fire Sprinkler System

- Prior to fire sprinkler isolation, formal approval by the building management is required.
- Fire sprinkler isolation must be limited to one floor at any one time.

Window Protection

- Any window protection required must be inspected on a yearly basis for compliance with this

OCCUPANCY PERMIT 011884/01 (continued)

document and recorded in a log book or other appropriate tracking/maintenance system accessible on site.

Paths of Egress, Smoke lobbies and Discharge fire Exits

- 6 monthly inspections must be undertaken to ensure areas are kept clear of items that constitute as a fuel load or impede occupant egress.

Equipment and Safety Installations must be maintained in accordance with current and future building maintenance legislation. Failure to do so will render the outcomes of this document invalid, null and void.

Maintenance of Equipment and Safety Installations must be undertaken by an independent, suitably qualified and/or competent representative, i.e. qualified maintenance company or Building Manager's representative – not by the Building Owner.

Up to date logbooks must be provided on site

A no-smoking policy must be implemented in accordance with State legislation.

Fire orders must be prepared and displayed in accordance with BCA DTS Clause G4.9 for the specific building fire safety systems.

A copy of the approved Fire Engineering Report must be provided at building handover and be located at either of the following:

- within the FIP; or
- in the Essential Safety Measures log book cabinet; or
- Management In Use Plan manual; or
- Maintenance manual for the fire protection systems

No changes to the fire safety strategy without the express written consent of Omnii Pty Ltd.

**suitability for
occupation**

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**relevant building
surveyor**



Glenn Driscoll

Registration #: 1587

Occupancy Permit no: 011884/01

Date: 26/03/2021

Date of final inspection: 19/03/2021

Appendix A ESSENTIAL SAFETY MEASURES MAINTENANCE REQUIREMENTS in accordance with Regulation 194

property details CHELSEA Apartments - 307-310 Station Street, CHELSEA VIC 3196

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table.

Essential safety measures required to be provided in the building~ as prescribed in Schedule 8 of the Regulations where applicable	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
PART 1 – BUILDING FIRE INTEGRITY				
Item 1. Building elements required to satisfy prescribed fire-resistance levels	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.3, EP1.6,	Yearly	As per AS1851-2012
Item 2. Materials and assemblies required to have fire hazard properties	BCA C1.10, FER*	BCA CP2, CP4	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 3. Elements required to be non-combustible, provide fire protection, compartmentation or separation	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER* & BAB	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.3, EP1.6	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration
Item 4. Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	BCA C1.1, C3.2, C3.3, C3.4, C3.8, C3.11, D1.7, D1.8 & FER*, FRV	BCA CP1, CP2, EP1.5	Yearly	AS1851-2012 Section 2 if Sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability.
Item 5. Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	BCA Section C, D1.7, D1.12, D2.8, D2.11, D2.19, D2.20, D2.21, D2.22, FER*	BCA CP2, CP3, CP4, DP5, DP6	Six Monthly	As per AS1851-2012
Item 6. Fire windows (including windows that are automatic or permanently fixed in the closed position)	BCA C1.1, C3.2, C3.3, C3.4, C3.8, C3.11, D1.7, D1.8	BCA CP2, CP8, DP5	Yearly	As per AS1851-2012
Item 7. Fire shutters	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012
Item 8. Solid core doors and associated self-closing, automatic closing and latching mechanisms	BCA C1.1, C3.11, D1.4, D2.19, D2.20, D2.21	BCA CP2, CP8, DP2, DP5	Yearly	Annual Inspection for damage, deterioration, or unauthorised alteration

OCCUPANCY PERMIT 011884/01 *(continued)*

Item 9. Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012
Item 10. Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	BCA Section C, D1.12, D2.2, D2.8, D2.11, E1.3, FER*	BCA CP1, CP2, CP3, CP4, CP5, CP6, CP7, CP8, CP9, DP5, EP1.3, EP1.6	Yearly	As per AS1851-2012
Item 11. Smoke doors and associated self-closing, automatic closing and latching mechanisms	BCA C1.1, C2.5, C2.14, D2.6, D2.19, D2.20, D2.21	BCA CP2, CP8, DP2, DP5	Six Monthly	As per AS1851-2012
PART 2 – MEANS OF EGRESS				
Item 1. Paths of travel to exits	BCA Section D1, Section D2	BCA DP1, DP2, DP3, DP4, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 2. Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP3, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 3. Exits (including fire-isolated stairways and ramps, non-fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP3, DP4, DP5, DP6, GP4.1	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
Item 4. Smoke lobbies to fire-isolated exits	BCA Section D1, Section D2	BCA DP1, DP2, DP4, DP5, DP6	Three Monthly	As per AS1851-2012
Item 6. Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	BCA Section D1, Section D2, FER*	BCA DP1, DP2, DP4, DP5, DP6	Three Monthly	Three Monthly Inspection for damage, deterioration, obstructions, or unauthorised alteration
PART 3 – SIGNS				
Item 1. Exit signs (including direction signs)	BCA E4.2, E4.3, E4.5, E4.6, E4.8	BCA EP4.1, EP4.2	Six monthly	As per AS2293.2-1995
Item 2. Signs warning against the use of lifts in the event of fire	BCA E3.3	BCA EP3.3	Yearly	Annual Inspection to ensure the warning signs are in place and legible.

OCCUPANCY PERMIT 011884/01 (continued)

Item 5. Signs alerting persons that the operation of doors must not be impaired	BCA D2.23	BCA DP4, DP5	Yearly	Annual Inspection to ensure the warning signs are in place and legible. Signage within fire isolated exit at Ground Floor 'EXIT AT THIS LEVEL TO OUTSIDE OR IF SMOKE PRESENT IN PUBLIC CORRIDOR EXIT AT BASEMENT LEVEL' check for deterioration and replace if no longer legible. Signage to Apartment 11 SOU entry door (side facing evacuation occupants) 'EXIT VIA TERRACE GATE UPON GENERAL FIRE ALARM' check for deterioration or authorized use, replace if no longer legible. Signage to Ground Floor fire isolated door "PULL TO EXIT" check for deterioration or authorized use, replace if no longer legible.
Item 7. Fire order notices	BCA G4.9 & FER*	BCA GP4.4	Yearly	Annual Inspection to ensure the fire orders are in place and legible.
PART 4 – LIGHTING				
Item 1. Emergency lighting	BCA E4.2, E4.4	BCA EP4.1, EP4.2	Six Monthly	As per AS2293.2-1995
PART 5 – FIRE FIGHTING SERVICES & EQUIPMENT				
Item 1. Fire hydrant system (including on-site pump set and fire-service booster connection)	BCA E1.3, FER*, MFB*	BCA EP1.3, EP1.6	Six Monthly	As per AS1851-2012
Item 2. Fire hose reel system	BCA E1.4	BCA EP1.1	Six Monthly	As per AS1851-2012
Item 3. Sprinkler system	BCA E1.5, FER*	BCA EP1.4, EP2.1, EP2.2	Monthly	As per AS1851-2012
Item 4. Portable fire extinguishers	BCA E1.6	BCA EP1.2	Six monthly	As per AS1851-2012
PART 6 – AIR HANDLING SYSTEMS				
Item 2. Car park mechanical ventilation system	BCA E2.2, F4.11	BCA EP2.2	Three Monthly	As per AS1851-2012
PART 7 – AUTOMATIC FIRE DETECTION & ALARM SYSTEMS				
Item 1. Smoke and heat alarm system	BCA E2.2	BCA EP2.1, EP2.2	Monthly	As per AS1851-2012
Item 2..Smoke and heat detection system	BCA E2.2, FER*	BCA EP2.1, EP2.2	Monthly	As per AS1851-2012
PART 8 – OCCUPANT WARNING SYSTEMS				

OCCUPANCY PERMIT 011884/01 *(continued)*

Item 2. Building occupant warning system	BCA E1.5, E2.2, FER*	BCA EP2.1, EP2.2, EP4.3	Monthly	As per AS1851-2012
PART 9 – LIFTS				
Item 3. Passenger lift	BCA E3.7, E3.9, E3.10	BCA EP3.2	Yearly	As per manufacturers specification, however no less than annual inspection.
PART 12 – MECHANICAL VENTILATION AND HOT, WARM & COOLING WATER SYSTEMS				
Item 2. Mechanical ventilation systems incorporating hot and warm water systems (other than a system serving only a single sole-occupancy unit in a Class 2 or 3 building or a Class 4 part of a building)	BCA F2.7	BCA	Monthly	As per AS 3666.2-2011
ADDITIONAL REQUIREMENTS PRESCRIBED BY FER*				
See condition 2				

FER denotes Fire Engineering Report 3177101 Rev J dated September 2019 prepared by Omnii.*

FRV denotes the FRV Reg 309 (now 129) consents issued for this building – see FRV Report no..*

TERMS OF SETTLEMENT

BETWEEN

CRAIG THORNE

(**'Claimant'**)

and

VICTORIAN MANAGED INSURANCE AUTHORITY

(**'VMIA'**)

WHEREAS

- A. By contract dated 25 May 2016, Chelsea Group Pty Ltd (ACN 166 396 747) engaged Hewcon Group Pty Ltd (ACN 070 289 011) (**'Builder'**) to undertake the construction of a multi-unit development, including lot 5/Apartment G04, 310 Station Street, Chelsea, Victoria (**'Unit'**).
- B. On or about 14 December 2017, VMIA issued a policy of domestic building insurance (C308680) (**'Policy'**) in respect of the construction of the Unit.
- C. On or about 26 March 2021, construction of the Unit was completed.
- D. On 22 April 2021, the Builder entered external administration.
- E. On 10 May 2021, 2 June 2021 and 10 June 2021, the Claimant lodged claims for indemnity with the VMIA, subsequently assigned claim numbers 00020863, 00021267 and 00021416 respectively seeking indemnity under the Policy for losses arising from alleged defects in the Unit (**'Claims'**).
- F. On 28 June 2022, the VMIA issued a decision for the Claims (**'Liability Decision'**). The Liability Decision included a scope of work to rectify the claimed items that were accepted by the VMIA (**'Scope'**).
- G. On 25 November 2022, the VMIA issued a decision in relation to the quantum of the Claims (**'Quantum Decision'**).

IN ORDER TO GIVE EFFECT TO THE QUANTUM DECISION, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Within 28 days of the execution of these terms, the Claimant must enter into an agreement (**'Remedial Contract'**) with R&N Building Services (ACN 087 279 981) (**'Remedial Builder'**) to carry out the Scope (**'Remedial Work'**) in accordance with the quotation of the Remedial Builder approved by the VMIA.

2. Subject to, and in accordance with, these terms of settlement, the VMIA shall indemnify the Claimant in respect of the Claim by paying the sum of \$53,493.00 (including GST) (**'Settlement Sum'**).
3. Subject to clause 6, the Claimant hereby releases and forever discharges the VMIA, and each and all of its past and present employees, officers, servants, agents, successors and assigns (collectively, the **'Releasees'**) from, and indemnifies them against, any claims, causes of action, suits, demands, or liability for, or entitlement to, interest, costs, compensation, damages, indemnity, contribution, or any other relief whatsoever which the Claimant or any other person has or may have against the Releasees in relation to:
 - (a) The Claim;
 - (b) The Liability Decision and the Quantum Decision;
 - (c) The Scope, the Remedial Work and any variations approved under clause 7 and paid pursuant to clause 8 below, and the Remedial Contract; and
 - (d) Any defects in the Unit that are known, visible or otherwise evident, or ought reasonably to have been known or evident, to the Claimant at the time of entering into these terms.

Payment to Remedial Builder

4. Subject to all other provisions of these terms of settlement, the VMIA will pay the Settlement Sum directly to the Remedial Builder by paying each progress claim issued in accordance with the Remedial Contract and submitted by the Claimant to the VMIA within 21 days of receipt of the progress claim. The VMIA will not pay any progress claim not due to be paid under the Remedial Contract.
5. Notwithstanding any other provisions of these terms, the VMIA will not be liable to pay under these terms:
 - (a) An amount greater than the Settlement Sum;
 - (b) The GST component of any progress claim issued under the Remedial Contract, if the Claimant are registered for GST;
 - (c) Any amount due under the Remedial Contract or otherwise, due to negligence, delay, breach or omission by the Claimant.

Variations

6. If, whilst the Remedial Work is being undertaken, the Remedial Builder or the Claimant consider that the Remedial Work needs to be varied to properly rectify any

of the accepted items or any resultant damage, the Remedial Builder or the Claimant must provide written notice to the VMIA, which:

- (a) Describes the alleged variation; and
- (b) States why the alleged variation is required; and
- (c) Sets out the Remedial Builder's quotation to perform the alleged variation.

7. If, in the opinion of the VMIA:

- (a) The alleged variation is in fact a variation; and
- (b) The sole reason for the variation is to properly rectify an accepted item in the Liability Decision or resultant damage in relation to an accepted item in the Liability Decision; and
- (c) The cost of performing the variation is covered by the Policy; and
- (d) The Remedial Builder, at the time of preparing its quotation for the Remedial Work, could not reasonably have ascertained that the work the subject of the variation would be required, then the VMIA shall issue a written notice ('**Notice**') to the Claimant accepting the variation in the amount the VMIA considers fair and reasonable to carry out the variation, and the Claimant shall approve the Notice by returning an executed copy of the variation to the VMIA.

8. Upon completion of the works the subject of the variation, the VMIA shall pay the Remedial Builder the amount shown on the Notice within 21 days upon receipt of:

- (a) A copy of the variation executed in accordance with the Remedial Contract; and
- (a) The progress claim issued in respect of the variation and submitted by the Claimant to the VMIA.

9. If, in the opinion of the VMIA, the alleged variation does not satisfy the criteria set out in sub-clauses 7(a) to 7(d) above, the VMIA shall have no liability to the Claimant for the variation. Nothing in this clause prevents the Claimant from lodging another claim on the Policy for loss resulting from any latent defect or omission that is unrelated in any way to any items or loss the subject of the Claim.

General provisions

10. Each party warrants that they have, before executing these terms, taken such legal advice and/or made all such enquiries as they consider necessary and have received all such information and explanations as they require.

11. Should the Claimant elect to sell the Unit within 6 years of the date of the occupancy permit, he shall disclose to any prospective purchaser in writing before the purchaser signs the contract to purchase the Property the particulars of the Claim, that the Claimant have received the Settlement Sum from the VMIA by way of indemnity under the Policy and that the limit of indemnity under the Policy has been reduced by that amount.
12. These terms may be pleaded as a bar to any claim made by a party which is the subject of the releases contained in clause 3 above.
13. These terms shall inure for the benefit of and be binding on each party, and that party's executors.
14. These terms shall be governed by the laws of Victoria.
15. If any provision of these terms is deemed to be or becomes void, voidable or unenforceable, it shall be read down, or if incapable of being read down, severed and the remaining provisions of these terms of settlement shall continue to have full force and effect.
16. These terms may be executed in any number of counterparts each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document and the date of these terms will be the date on which a counterpart is executed by the last party.
17. The exchange of executed counterparts by email or fax will create a binding agreement.

EXECUTED

Dated:

2022

Signed by **CRAIG THORNE**

Witnessed by:

Signature:

Signature:

Name:

PLEASE PRINT NAME OF WITNESS

Signed by **MORAY & AGNEW LAWYERS**
on behalf of the **VICTORIAN MANAGED
INSURANCE AUTHORITY**

Signature:

28 June 2022

Craig Thorne
Unit 5
307 Station Street
CHELSEA VIC 3196

BY EMAIL: craig.thorne41@gmail.com.au

ABN 51 537 426 182

Contact
Joshua Kolle
Lawyer
JKolle@moray.com.au

Partner
James Collier

Our reference
JTC:JAK:443836

Dear Craig

Owner: Craig Thorne
Claim No: 00020863, 00021267, 00021416
Builder: Hewcon Group Pty Ltd (ACN 070 289 011)
Property: G04, 310 Station St, Chelsea (Lot 5)

1. We act for the Victorian Managed Insurance Authority ('**VMIA**'). We refer to the above claims for indemnity you submitted to our client on 10 May 2021, 2 June 2021 and 10 June 2021 for defective building work by Hewcon Group Pty Ltd (ACN 070 289 011) ('**builder**') in the construction of apartment G04 as part of the multi-unit development at 310 Station St, Chelsea ('**your property**').
2. We **enclose** a copy of the policy wording applicable to your claim and set out below our client's determination of your claim.

Decision

3. Our client accepts that the builder is insolvent within the meaning of the policy and that you are entitled to cover subject to the terms, conditions and exclusions of the policy.
4. Please find **enclosed** schedule setting out our client's position in relation to each of the claimed items the subject of the claim form.

Quantum

5. We request that you obtain at least 1 quotation from your preferred registered builder and forward copies to us for consideration. Our client is also arranging quotes from registered builders for defective work detailed in the schedule of works. The builders will contact you to arrange a suitable time for inspection of your property. Once we receive all quotes, our client will issue a determination in respect of the quantum of your claim.

Appeal Rights

6. Should you disagree with any part of this decision, please contact Joshua Kolle of our office on +61 3 9600 0877 in the first instance. You also have a right of appeal to the Victorian Civil

LEVEL 6, 505 LITTLE COLLINS STREET, MELBOURNE VIC 3000
PO BOX 254, COLLINS ST WEST VIC 8007
T +61 3 9600 0877 | F +61 3 9600 0894

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moray.com.au

Sydney Melbourne Brisbane Canberra Newcastle Perth

IN NSW, VIC, QLD, WA: LIABILITY LIMITED BY A SCHEME APPROVED UNDER PROFESSIONAL STANDARDS LEGISLATION

(JAK) 11342417_1.docx

& Administrative Tribunal. Please note that if you wish to appeal our client's decision to the Tribunal, you must lodge an application with the Tribunal no later than 28 days after receipt of this letter.

7. This decision is based on facts presently known. Our client reserves the right to vary or affirm its decision in relation to the claim on any basis whatsoever.

Yours faithfully
MORAY & AGNEW

A handwritten signature in blue ink, appearing to read "Moray Agnew". The signature is written in a cursive, flowing style.

Encl

DECISION SCHEDULE

Claim 00020863

Denied Incomplete Works		
Item No.	Owner's Description	Scope
1	Incomplete work	As the certificate of occupancy has been issued, the work under the contract is considered to be complete.

Accepted Defective Works		
Item No.	Owner's Description	Scope
5	Pavers are loose and require edge restraints to pedestal manufacturer's requirements. Submit statement from manufacturer confirming detail required.	Provide a suitable edge restraint feature to the outside edge of the suspended segmental paving in accordance with the manufacturer's requirements.
6	Install Toilet Roll Holder	Install the unfixed toilet roll holder.
8	All Robes - Make good paint finish & ensure neat junctions of jambs/head	Rectify the gaps in the built in robe cabinetry at the corner joints and wall junctions to ensure a uniform finish with sealed junctions and make good to all consequential damage.
9	Front Door - Rectify door lever. Remove paint & clean all door hardware	Clean and polish the door handle fitting to remove paint and blemishes from the surface.
11	All joinery fixings to be concealed.	Complete the installation of the cabinetry, including fixing screw caps in accordance with the original contract documents.
12	Replace Chipped Tile	Rectify / replace the chipped wall tile and make good to all consequential damage.
13	Make good finish at door jamb	Rectify the gaps in the corner junctions of the metal door jamb, remove the overpaint from the surface of the aluminium tile edge trim and make good to the affected paint finish.
14	All - Rectify skirt & make good paint finish	Prepare and paint the unfinished skirting board in colour to match existing joinery.
15	Paint finish to skirting, rectify flooring jambs, clean & make good jambs	Rectify the paint finish to the skirting board and door jambs to provide uniform coverage.
17	Island - Caulk junction timber to substrate. Clean.	Caulk the junction between the top of the island bench back panel and the underside of the bench top.
22	Paving Pods - Seek advice from Ken Hitchcock at Versipave 0419 579 437 on the installation of edge restraints to pod-pavers.	Refer to Item 5.
24	DOOR CLOSERS Door closers must operate effectively to close doors. We noted multiple apartment entry doors, common area doors, stair fire doors were not latching when relying on the door closer. It may be a simple adjustment or the closers may need to be replaced.	Adjust the self close mechanism to increase the pre-load tension to allow full automatic closure of the entry door in accordance with the manufacturer's recommendations.

Accepted Defective Works		
Item No.	Owner's Description	Scope
27	BINS: Kitchen bins were specified and required to be installed under kitchen sinks to comply with ESD requirements. The joiner incorrectly installed a shelf in this space. The shelf should be removed and bins installed as specified.	Allow to supply and install a suitable kitchen bin.
28	BATHROOM SHELVES Install black plate to conceal bracket as per prototype.	Rectify the exposed gaps around the exposed aluminium brackets beneath the wall shelves to provide a neat appearance.
29	INTERNAL CAULKING Missing caulk. This is to be rectified throughout.	Allow to complete any unfinished caulking where required.
30	Joinery - Make good or replace damaged joinery	Rectify the exposed gaps around the pipe and cable penetrations in the kitchen cabinetry with suitably sized and coloured trim.
31	All - Multiple Pencil/Marker marks been left on walls, skirting, dirt marks, holes/scrapes in plaster. All need to be made good and repainted	Remove / conceal the pencil marks and make good to the affected paint finish.
33	Dishwasher - Not filling with water (hoses appear to be connected)	Rectify the installation and connection to the dishwasher with repair / replacement of damaged cabinetry and make good to all consequential damage.
34	Guest Bathroom - Toilet Seat not attached correctly/faulty and falls off/comes out with no force	Rectify the toilet seat and cistern to provide a secure fixing in accordance with the manufacturer's installation requirements.
36	Sliding Doors - No decals on glass to signify door (not sure if required as part of regs?)	Provide suitable decal markings on the full height glazing panels to reduce the likelihood of human impact in accordance with BCA requirements and AS1288.
38	Skirting - Poor unfinished skirting under Dishwasher	Prepare and paint the unfinished skirting adjacent to the dishwasher.
40	Black Cable Plugs to be installed in hole between microwave cupboard and powerpoint	Supply and install suitable cable plug trim.
42	Holes to be plugged in cabinetry left behind by incorrect assembly (drilled holes in wrong positions)	Rectify the exposed fixing holes with a suitable cover strip to match the finish of the cabinetry.
44	Carpets - Have paint dripped on them and dried, already fraying and pulling after less than 1 month from settlement	Rectify the carpet to remove the paint marks in accordance with the manufacturer's recommendations. Note: The fraying and pulling of the carpet pile cannot be attributed to the workmanship of the builder and is more likely caused by occupancy events.
45	Guest Toilet - Toilet Refill Tub not attached (loose and can come off)	Provide a secure fixing to the toilet cistern in accordance with Item 34.
46	Ensuite Shower has leak, needs plugging	Rectify the leaking shower screen with sealant to the frame joints and junctions in accordance with the manufacturer's requirements.

Accepted Defective Works		
Item No.	Owner's Description	Scope
47	Dishwasher Installed Incorrectly - Had Fisher and Paykel come out to look at dishwasher fault. Discovered that incorrect installation had caused major kinking of the hose leading to no water being fed. Upon further investigation noted that the cabinetry behind the dishwasher was broken, incorrectly assembled and had been pushed in with so much force it has permanently damaged the hose and cabinetry. Cabinetry needs repairing with correct sized holes drilled for dishwasher cables to fit. Currently cannot push dishwasher back into island bench due to defect. Fisher and Paykel Investigated 14/05/21 @ 15:00pm	Rectify the installation and connection to the dishwasher with repair / replacement damaged cabinetry and make good to all consequential damage in connection with Item 33.

Denied Defective Works		
Item No.	Owner's Description	Reason
2	Ensuite - Replace Cupboard Doors	The metal plate fixed drawer fronted cabinet doors function as intended and provide an acceptable finish when they are closed providing an operable space for storage that is adequate for the intended purpose. The original contract documents have not been provided to determine the configuration of the bathroom cabinetry required.
3	Complete Installation of Screen, Render finished wall	The screen forms part of the site boundary fence and is specifically excluded under section 48(d) of the policy.
4	External - Make Good & Seal Overflow Pops	The unsealed gaps in the render finished cladding around the overflow pops through the external wall are an element of Common Property and do not form part of the Lot owner's property.
7	Linen/Broom Cupboard - Install joinery as per documentation and shop drawings	No detailed drawings have been provided to determine the extent of cabinetry or establish that any doors were to be installed. No defect or breach of warranty could be established.
10	Replace stopper to align with door pull. Install stopper to shower screen. Noting incorrect setout of joinery and previous instruction to rectify.	No joinery detail drawings or contract specification has been provided to show the intended design or set out of the joinery to determine that a defect exists due to the workmanship of the builder.
16	Kitchen Island - Make good or replace damaged benchtop	The stone bench appears to be performing as intended with adequate support on the top of the floor mounted cabinets with no visible failure or damage evident at the time of the inspection.
18	Install door stop	There is no evidence that the builder was required to install a door stop fitting. No defect or breach of warranty could be established
19	Full Height Screens - Refer to Attached	There are no full height screens found to be present to this apartment at the time of the inspection.

Denied Defective Works		
Item No.	Owner's Description	Reason
20	Glazed Sliding Doors - All external window/door openings to be reviewed. Many require flashing to seal gaps between tiles, cladding and frames. All windows, external and internal frames, require a final clean. There is excess debris in the frames which may be affecting the operation of windows/doors. All stickers must be removed from glazing.	There is no tiled external cladding to this apartment and no missing flashing or unsealed gaps to tile junctions adjacent to the patio doors. There was no visible debris in the door frame or stickers observed on the glazing of the doors at the time of the inspection.
21	External Caulking - Multiple control joints remain unfinished.	The unsealed gaps in the cladding of the external wall and soffit lining on the underside of the balcony floor structure are ~~also~~ considered to be elements of the common property and not part of the lot owner's property.
23	ALL POST CONNECTIONS TO BALUSTRADE CAPPING Caps required to conceal silicon at steel post junction with capping. Also rectify silicon visible at joints in balustrade capping.	There is no requirement for the junction between the privacy screen posts and cap fittings to be sealed with silicone and no visible silicone to the privacy screen of this apartment at the time of the inspection. The privacy screens also form a component of the boundary fence external wall and an element of Common Property and not part of the lot owners property.
25	benchtops require full substrate panel below stone.	This issue has been addressed under Item 16.
26	ALL BASINS & SINKS Silicon bead all basins & sinks to benchtops.	It is evident that the undermount fixed basins and sinks have been sealed to the underside of the benchtop.
32	Robes - Master bedroom has no hanging rails in robes	The missing hanging rails had been installed prior to the inspection.
35	Linen Cupboard not complete, has been left as unfinished opening	Refer to item 7.
37	Unfinished lighting/wiring - Electrician noted unfinished cabling put in to LED strips under kitchen cabinetry. No lights exist there, but cabling for them has been setup.	No contract documents or electrical plans / specification have been provided to determine whether or not the builder was required to provide any LED lighting to the underside of the kitchen cabinetry. This is a potential contractual matter between the subsequent owner and developer.
39	No Sink cabinetry in guest bathroom (unsure if on plans or not)	No contract plans or specification has been provided to determine that a cabinet was to be provided by the builder. No defect or breach of warranty could be established.
41	Toilets - Neither toilet has required flush power to flush completely (requires multiple flushes to completely clear)	The toilets have a low water use for energy efficiency requirements which will result in a low flushing force. The toilets were found to flush to function as intended at the time of the inspection with no defect apparent.
43	No Aircon Remote Holder - Settled with no aircon remote, then came without remote holder to mount to wall	No contract documentation has been provided to determine whether a mounting bracket for the AC remote was to be provided by the builder.

Claim 00021267

Accepted Defective Works		
Item No.	Owner's Description	Reason
1	Front Door Draft Stopper Not Installed	Install the draft stopper to the underside of the entry door.

Claim 00021416

Accepted Defective Works		
Item No.	Owner's Description	Reason
1	Leak in ceiling plaster	Rectify the water damaged area of the plasterboard ceiling lining and make good to the affected paint finishes. This internal damage is to be arranged after the source of the water leak has been located and rectified in accordance with Claim Reference 00021498 (Item 2).

Domestic Building Insurance

Certificate of Insurance

Chelsea Group Pty Ltd

**337 Station St
CARLTON NORTH
VIC 3054**

Policy Number:

C308684

Policy Inception Date:

14/12/2017

Builder Account Number:

001644

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 5 307 Station St CHELSEA VIC 3196 Australia**

Carried out by the builder: **HEWCON PTY LTD**

Builder ACN: **070289011**



If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Chelsea Group Pty Ltd**

Pursuant to a domestic building contract dated: **25/05/2016**

For the contract price of: **\$ 363,007.00**

Type of Cover: **Cover is only provided if HEWCON PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,370.00
GST:	\$137.00
Stamp Duty:	\$150.70
Total:	\$1,657.70

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for

