

DATED

2026

Zoe Gail Welsh

to

CONTRACT OF SALE OF REAL ESTATE

Property: 3/54 Catherine Avenue, Chelsea, Victoria 3196

Prepared by

South East Legal Group Pty Ltd
Trading as

Pakenham Conveyancing

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Ref: SH:2026048

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **3/54 Catherine Avenue, Chelsea, Victoria 3196**

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2026

Print names(s) of person(s) signing:

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print name(s) of person(s) signing: **Zoe Gail Welsh**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

Particulars of Sale

Vendor's estate agent

Name:	OBrien Real Estate - Chelsea		
Address:	463 Nepean Highway, Chelsea, VIC 3196		
Email:	chelsea@obrienrealestate.com.au		
Tel:	03 9772 7077		

Vendor

Name:	Zoe Gail Welsh		
Address:			
ABN/ACN:			
Email:			

Vendor's legal practitioner or conveyancer

Name:	South East Legal Group Pty Ltd T/A Einsiedels /Pakenham Conveyancing		
Address:	Suite 1, 9 Clyde Road, Berwick VIC 3806 PO Box 49, Narre Warren 3805		
Email:	pak_con@einsiedels.com.au		
Tel:	03 9704 6144	Mob:	
		Fax:	
		Ref:	SH:2026048

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 11865 Folio 154	3	PS744467Y

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **3/54 Catherine Avenue, Chelsea**

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

Fixed floor coverings, electric light fittings, window furnishings & fixtures and fittings as inspected.

Payment

Price \$

Deposit \$ 10% upon signing **OR** By of which \$ has been paid

Balance \$ payable at settlement

GST (general condition 19)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

Settlement (general condition 17 & 26.2)**is due on**

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

- the above date; or
- 14 days 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 words '**subject to lease**' appear in this box in which case refer to general condition 5.1.

If '**subject to lease**' then particulars of the lease are : **Refer to attached**

Terms contract (general condition 30)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 30 and add any further provisions by way of special conditions.

Loan (general condition 20)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount: Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box

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 this page; and
 - attach additional pages if there is not enough space and number pages accordingly (eg. 4a, 4b, 4c, etc.)
-

1. Acceptance of title

General condition 15.3(b) is added:

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

2. In Case of Default

The Vendor gives notice to the Purchaser that, in the event, the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser (Contract) for payment of the residue as defined in the Contract (Due Date), the Vendor will or may suffer the following reasonably foreseeable losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with terms of the Contract:

- a) All reasonable costs associated with obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance;
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from Due Date;
- c) Accommodation expenses necessarily incurred by the Vendor;
- d) Removalist expenses necessarily incurred by the Vendor;
- e) Reasonable costs and expenses as between the Vendor's conveyancer and the Vendor;
- f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- g) A fee for rescheduling settlement from the due date to such alternative date and time thereafter set at \$220.00 on each occasion of change.

This clause is a fundamental condition of any Contract of Sale for the sale of land described herein.

3 SPECIAL CONDITION IN RELATION TO THE COVID-19 HEALTH EMERGENCY: (Coronavirus disease)

The parties agree that should the Australian or Victorian Government/s require either party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by immediately serving notice in writing of the period of quarantine or self-isolation, as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

3.1 For the benefit of both parties to this transaction, should either party:

- (a) contract the Covid-19 virus;
- (b) be placed in quarantine or isolation in the property;
- (c) be directed to quarantine or self-isolate in the property; or
- (d) need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

3.1.1 The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until

such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.

- 3.1.2 The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- 3.1.3 Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- 3.1.4 If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- 3.1.5 It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion.
- 3.1.6 For the purpose of clarity, the term 'thoroughly disinfect' referred to in Paragraph 4.5 includes but is not limited to: professionally cleaning carpets/blinds, cleaning all filters including air conditioning/heating filters, using disinfectant products to clean all hard surfaces including but not limited to door handles, light switches, remote controls, windows, appliances and any uncarpeted floor surfaces.

4 Land Tax

4.1 The Purchaser/s is not liable to pay any amount to which section 10G or 10H of the Sale of Land Act 1962 applies, and this special condition shall override any provision of this Contract to the contrary.

4.2 The Purchaser/s will not be liable to contribute to any land tax owing or already paid on the property (if any). It is agreed that any land tax (whether paid or outstanding) will not be apportioned to the purchaser/s as an allowable adjustment in the Statement of Adjustment.

5. Statement of Adjustment

5.1 The purchaser must deliver a statement of adjustments and settlement statement together with the property certificates to the vendor's legal practitioner at least 3 business days before the due date for settlement. The Vendor is not required to effect settlement until 3 business days after the statement of adjustments and settlement statement together with the property certificates are delivered to the vendor's legal practitioner.

5.2 Should any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

6. Loan

The Purchaser acknowledges should their loan be unsuccessful that they are required to provide written proof from the lender/financial institution to the vendor that the loan was declined/not approved.

7. Amendments to General Condition of the Contract of Sale

7.1 General condition 21(a) is amended by replacing the following in its place 'obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major structural building defect;'

8. Christmas Period

The due date for settlement stipulated in the Particulars of Sale must not be between 23 December in any calendar year to 6 January of the following year (inclusive) hereinafter called 'the Office Closure Period'. In the event that a date is within the Office Closure Period, then this special condition shall prevail and the settlement date will be the next business day after the Office Closure Period.

General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 5.3 In this general condition ‘section 32 statement’ means a statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.

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 of August 2019.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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 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 required to be given by the vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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 transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

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 condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
 - 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
 - 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11
 - 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay.
- As though the purchaser was in default -
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
 - 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;

- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 16.2 [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 The vendor's obligations under this general condition continue after settlement.
- 17.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

18. ELECTRONIC SETTLEMENT

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

transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers. To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

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

18.6 Settlement occurs when the workspace records that:

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

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

- a. electronically on the next business day, or
- b. at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in *italics* and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14- 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14- 255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

- (c) otherwise comply, or ensure compliance, with this general condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network. However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO-OPERATION

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

27. SERVICE

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

- practitioner, or
- (d) by email.

27.4 Any document properly sent by:

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the

dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE

THIS GUARANTEE is given on the _____ day of _____ 2025

by

.....
(The Guarantors)

To

(The Vendors)

to guarantee the performance of this Contract by

.....
(The Purchaser)

BACKGROUND

- A: The Guarantors have asked the Vendor to enter into this Contract with the Purchaser.
- B: The Guarantors now give this guarantee in consideration of the Purchaser agreeing to the request and contracting with the Purchaser.

GUARANTEE AND INDEMNITY

- 1.1 The Guarantors guarantee that the Purchaser will perform all its obligations under this Contract.
- 1.2 The Guarantors will pay the Vendor any amount which the Vendor are entitled to recover under this Contract when the Vendor demand it.
- 1.3 The Guarantors indemnify the Vendor against all losses resulting from entering into this Contract, as a result of the Purchaser's failure to perform under this Contract.
2. This Guarantee will not be affected by the Vendor granting the Purchaser time or any other indulgence.
3. This Guarantee binds the Guarantors jointly and severally if there is more than one Guarantor.
4. This Guarantee binds the heirs, executors and administrators of the Guarantors.

SIGNED SEALED AND DELIVERED

by the Guarantors _____)
.....)

in the presence of:

.....
Signature of Witness

Vendors 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

3/54 Catherine Avenue, Chelsea 3196

Vendor's name

Zoe Gail Welsh

Date

03/03/2026

**Vendor's
signature**

Zoe Welsh

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$6,500.00

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

	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.

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	AVPCC No. 120
(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 of property clearance certificate or is as follows	Date: OR ☒ Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☐

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

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:

Not Applicable.

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:

Not Applicable.

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 certification with its required accompanying documents and statements, issued in accordance with section 151 of the *Owners Corporation Act* 2006.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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 ☐
---	-------------------------------------	---------------------------------------	-----------------------------------	---

The Purchaser is advised that some of these services maybe disconnected by the Vendor prior to settlement

and any reconnection fee is to be the Purchasers responsibility.

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*.

Not Applicable.

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.)

- ☒ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

Due Diligence Checklist	Owners Corporation Certificate
Guarantee	Water Certificate
Tenancy Agreement	State Revenue Land Tax Certificate
Certificate of Title Volume 11865 Folio 154	Detailed Property Report
Plan of Subdivision PS744467Y	Land Planning Property Report
Council Certificate	

OBrien Bayside Group Pty Ltd t/as
OBrien Real Estate Chelsea
463 Nepean Hwy,
Chelsea, VIC 3196

P: 03 9772 7077
E: chelsea@obre.com.au
ABN: 14 842 178 326



OBrien Real Estate

Residential Rental Agreement

for

3/54 Catherine Ave, Chelsea VIC 3196

This agreement is between **Zoe Welsh**
and **Shawn Jarman**.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Wed 11/09/2024

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the rental provider

Address of premises

3/54 Catherine Ave, Chelsea VICPostcode 3196

3. Rental provider details

Full name or company name of rental provider

Zoe Welsh

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

Rental provider's agent details (if applicable)

Full name

OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea

Address

463 Nepean Hwy, Chelsea, VICPostcode 3196

Phone number

03 9772 7077

ACN (if applicable)

128 739 588 ABN 14 842 178 326

Email address

chelsea@obre.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**

Shawn Jarman

Current Address:

3/54 Catherine Ave, Chelsea VIC 3196

Postcode

Phone number:

0407 092 250

Email:

shawn.d.jarman@gmail.com

Full name of **renter 2**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 3**

Current Address:

Postcode

Phone number:

Email:

Full name of **renter 4**

Current Address:

Postcode

Phone number:

Email:

5. Length of the agreement



Fixed term agreement

Start date

Sat 14/09/2024

End date

Sat 13/09/2025

(this is the date the agreement starts
and you may move in)



Periodic agreement
(monthly)

Start date

Payment details (if applicable)

DEFT BPAY Biller Code 4481
BPAY REF: 48888978

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☒ Yes

Gail Mitten: rentals.chelsea3@obre.com.au

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1 ☒ Yes

Shawn Jarman: shawn.d.jarman@gmail.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name

After Hours Message Service

Emergency phone number

03 9772 7077

Emergency email address

rentals.chelsea3@obre.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

If yes, the rental provider must attach a copy of the rules to this agreement.

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

☒ The condition report has been provided

☐ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
-

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
 - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
-

16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - i. any smoke alarm is correctly installed and in working condition; and
 - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
 - i. information about how each smoke alarm in the rented premises operates;
 - ii. information about how to test each smoke alarm in the rented premises;
 - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
 - (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
 - (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.
-

18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
 - locks to secure all windows capable of having a lock, and
 - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
 - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
 - is operated by a key from the outside; and
 - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
 - a family violence intervention order; or
 - a family violence safety notice; or
 - a recognised non-local DVO; or
 - personal safety intervention order.

24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
 - damage to the premises; and
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
 - at any time, if the renter has agreed within the last 7 days; and
 - to do an inspection, but not more than once every 6 months; and
 - to comply with the rental provider's duties under the Act; and
 - to show the premises or conduct an open inspection to sell, rent or value the premises; and
 - to take images or video for advertising a property that is for sale or rent; and
 - if they believe the renter has failed to follow their duties under the Act; and
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

1. Renter Transfer Fee:

In the event that the Renter wishes to add or transfer a portion of this lease agreement to another party, the Renter shall notify the Agency in writing at least 28 days prior to the proposed date of the transfer. The Rental Provider reserves the right to approve or deny the proposed transfer, with such approval not to be unreasonably withheld.

Prior to the approval of the transfer, the Renter shall be responsible for a one-time transfer fee of \$220.00 incl GST payable to the Agent. This fee is intended to cover the administrative costs associated with processing the lease transfer and is non-refundable.

The Transferee shall undergo the standard tenant screening process, and the Rental Provider retains the right to deny the transfer based on the Transferee's failure to meet the same eligibility criteria required for the original Renter.

The Renter remains jointly and severally liable for the lease obligations until the lease transfer is approved, and the Transferee becomes the sole/joint responsible party for the remainder of the lease term.

This Renter Transfer Fee is in addition to any other fees or costs outlined in this lease agreement. The Rental Provider reserves the right to amend this fee with written notice to the Renter.

Renter Acknowledgement

1. Shawn Jarman viewed and acknowledged at Wed, 11/09/2024 11:23 from device: Windows 10 Other Edge 128.0.0

2. Anti tamper information

As part of our commitment to ensuring the safety and well-being of all occupants within our rental properties, we would like to remind you of your responsibilities as a Renter relating to smoke alarms.

1. Deactivation or Removal of Smoke Alarms:

Renters & Rooming House Residents ***must not*** deactivate, or remove a smoke alarm, or interfere with its operation in any way. If a Renter, Resident or their Visitor does this, it is a breach of duty and a Rental Provider may give the Renter or Resident a *Notice to Vacate*.

2. Reporting Faulty or Non-Functioning Smoke Alarms:

It is very important that you promptly notify the Property Manager if you observe any faults or issues with the smoke alarm within your premises. Reporting issues early allows for prompt maintenance and ensures the ongoing effectiveness of the smoke alarm system.

3. Leaving Batteries in Smoke Alarm When Moving Out:

When moving out of the premises, Renters are expected to leave the batteries in the smoke alarm. This ensures that the smoke alarm remains operational for the next occupants and upholds the safety standards of the property.

We appreciate your cooperation in adhering to these guidelines, as they are imperative to helping us keep you safe in your rental property.

Renter Acknowledgement

1. Shawn Jarman viewed and acknowledged at Wed, 11/09/2024 11:24 from device: Windows 10 Other Edge 128.0.0

3.

Pet Acknowledgement

The renter(s) acknowledge that Pet Request Forms have been completed and provided as part of the application process for all current pets. A separate Pet Request Form under Section 71B of the Residential Tenancies Act 1997 must be provided for any additional/future pets.

The renter/s acknowledge the following if they have a pet at the property:

- The pet is to remain outside at all times, except where not permitted by council.
- The pet must be registered in accordance to the appropriate local laws; and the microchip number and registered number must be provided in writing to the Agent.
- Should the pet be deemed a nuisance, all reasonable steps will be taken to rectify the problem. Should a suitable solution not be reached the Residential Rental Provider reserves the right to request the pet be relocated.
- The Residential Rental Provider reserves the right to withdraw permission for the pet to be kept at the premises in the event of any justified complaints or in the event of non-compliance with the above conditions.
- At the end of the tenancy the carpets will be professionally steam cleaned and deodorised and a receipt presented to the agent.
- The pet causes no disturbance to the occupants of neighbouring properties.
- The Renter(s) agrees to repair any and all damages caused by the pet to the rental premises including the grounds and associated vegetation; fences, screens, flooring and doors etc., the matters will be rectified immediately at the Renter(s) expense.
- The Renter(s) agrees to complete a flea fumigation of the property at the termination of the tenancy at the Renter's cost, utilising an appropriate professional contractor at the discretion of the Managing Agent and/or Rental Provider(s). Written evidence of the same, must be supplied to the Managing Agent upon request.
- This clause is to be read in conjunction with Clause 30 within the Residential Rental Agreement. Failure to adhere to the above conditions will result in permission being withdrawn for the pet to be kept on the rental premises by the Rental Provider(s)

Renter Acknowledgement

1. Shawn Jarman viewed and acknowledged at Wed, 11/09/2024 11:24 from device: Windows 10 Other Edge 128.0.0

4. Gardening Clause

The garden areas of the rented premises shall be presented in a clean and tidy manner at all times.

The renters hereby agree to take full responsibility, at their own expense, for the maintenance of the lawn and all garden areas, including the nature strip.

This includes;

- Mowing and edging of all lawns

- Weeding of garden beds, sweeping of driveways and paths, and removal of fallen leaves.
- Adequate watering of all plants and grassed areas.

If in the opinion of the rental provider/agent, the garden areas are not maintained to a good standard, the rental provider/agent may provide fourteen (14) days written notice to the renter, to rectify the breach.

Failure to rectify the breach may result in the rental provider/agent engaging a gardener to carry out the necessary garden maintenance and the cost shall be borne by the renter/s.

Renter Acknowledgement

1. Shawn Jarman viewed and acknowledged at Wed, 11/09/2024 11:24 from device: Windows 10 Other Edge 128.0.0

Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☐ Yes ☒ No

Comments

-

Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property?

If yes, please provide details below.

☐ Yes ☒ No

Comments

-

Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

☐ Yes ☒ No

Comments

-

Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

☐ Yes ☒ No

Comments

-

Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

☐ Yes ☒ No

Comments

-

Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?
If they have been carried out, please provide the dates of the latest applicable checks below.

☒ Yes ☐ No

Comments

-

Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

☐ Yes ☒ No

Comments

-

Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

☐ Yes ☒ No

Comments

-

Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

☐ Yes ☒ No

Comments

-

Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

☐ Yes ☒ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☒ No

Comments

-

Heritage Register

Are the premises considered a registered place?
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

☐ Yes ☒ No

Comments

-

Minimum Standards

Do the premises comply with the rental minimum standards?
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).
If the premises does not meet any of the requirements, please provide details below.

☒ Yes ☐ No

Comments

-

Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

☒ Yes ☐ No

Comments

-

Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

☐ Yes ☒ No

Comments

-

Renter Acknowledgement

1. Shawn Jarman viewed and acknowledged at Wed, 11/09/2024 11:24 from device: Windows 10 Other Edge 128.0.0

Privacy Collection Notice

As professional property managers **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9772 7077

Primary Purpose

As professional property managers, **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** privacy policy can be viewed without charge on the **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** website; or contact your local **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** office and we will send or email you a free copy.

Disclaimer

OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in

this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **OBrien Bayside Group Pty Ltd t/as OBrien Real Estate Chelsea** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Zoe Welsh**



Signed at Wed, 11/09/2024 14:14 , from device: Android 10 K Samsung Internet 26.0

Renter(s)

Renter : **Shawn Jarman**



Signed at Wed, 11/09/2024 11:25 , from device: Windows 10 Other Edge 128.0.0

AUDIT TRAIL

Shawn Jarman (Renter)

Wed, 11/09/2024 11:20 - Shawn Jarman clicked 'start' button to view the Residential Rental Agreement
(Windows 10 Other Edge 128.0.0, IP: 27.33.104.166)

Wed, 11/09/2024 11:25 - Shawn Jarman stamped saved signature the Residential Rental Agreement (Windows
10 Other Edge 128.0.0, IP: 27.33.104.166)

Wed, 11/09/2024 11:25 - Shawn Jarman submitted the Residential Rental Agreement (Windows 10 Other Edge
128.0.0, IP: 27.33.104.166)

Zoe Welsh (Rental Provider)

Wed, 11/09/2024 14:13 - Zoe Welsh clicked 'start' button to view the Residential Rental Agreement

Wed, 11/09/2024 14:14 - Zoe Welsh stamped saved signature the Residential Rental Agreement

Wed, 11/09/2024 14:15 - Zoe Welsh submitted the Residential Rental Agreement

AGREEMENT END

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

Page 1 of 2

VOLUME 11865 FOLIO 154

Security no : 124132314699D
Produced 19/02/2026 02:40 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 744467Y.
PARENT TITLE Volume 04363 Folio 482
Created by instrument PS744467Y 29/03/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ZOE GAIL WELSH of 10A BRADFORD STREET BENTLEIGH EAST VIC 3165
AN766794Y 24/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX388159W 25/10/2023
VICTORIA TEACHERS LTD

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

DIAGRAM LOCATION

SEE PS744467Y 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 3 54 CATHERINE AVENUE CHELSEA VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M LEXTECH
Effective from 25/10/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS744467Y
OWNERS CORPORATION 2 PLAN NO. PS744467Y

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

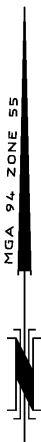
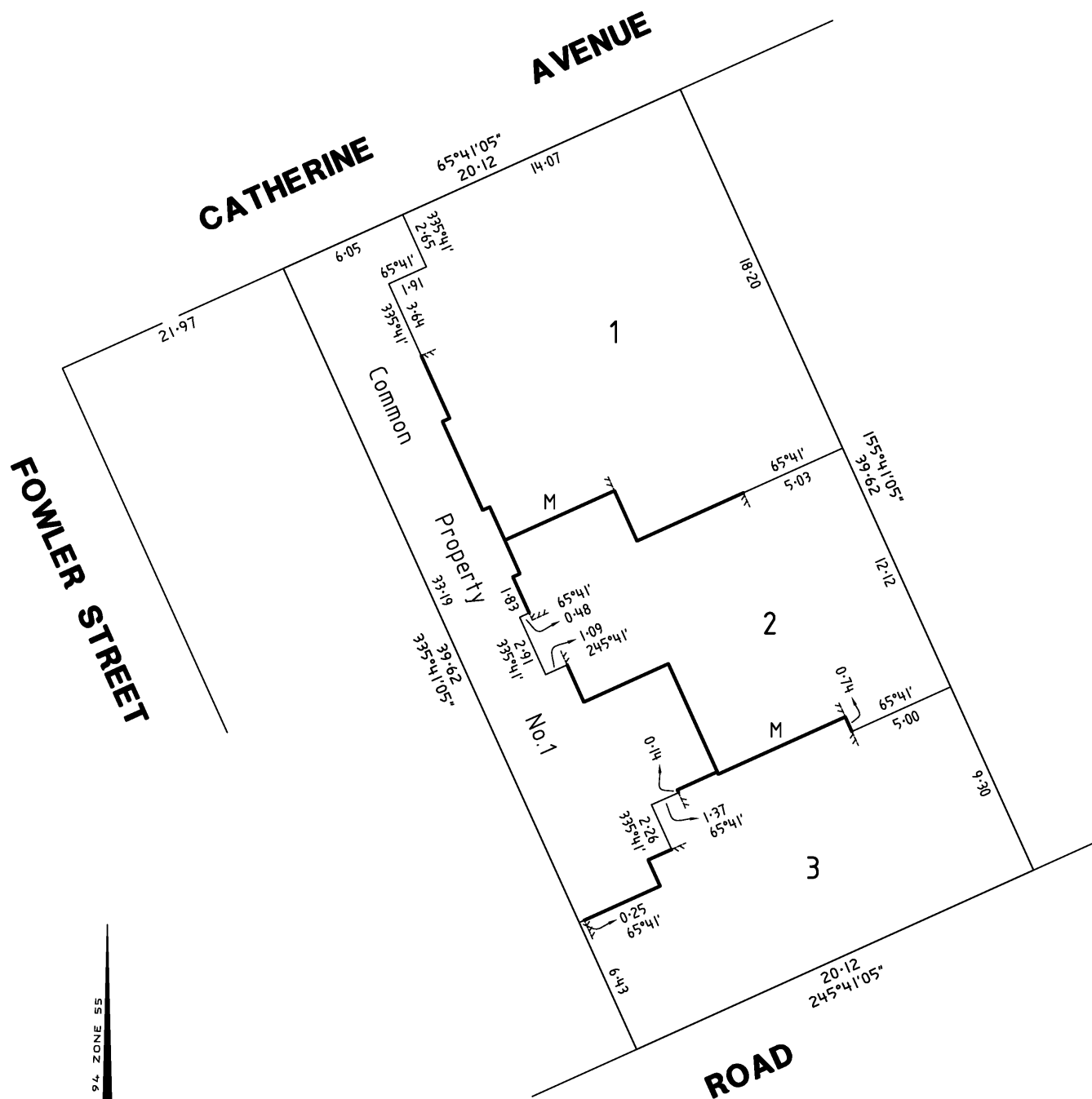
Document Type	Plan
Document Identification	PS744467Y
Number of Pages (excluding this cover sheet)	2
Document Assembled	19/02/2026 14:40

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The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION				EDITION 1	PS 744467 Y
Location of Land Parish: LYNDHURST Township: ----- Section: ----- Crown Allotment: 143 (PART) Crown Portion: ----- Title Reference: VOL 4363 FOL 482 Last Plan Reference: LOT 80 ON LP 6752 Postal Address: 54 CATHERINE AVENUE, CHELSEA 3196 MGA 94 Co-ordinates E 335212 Zone: 55 N 5786768				Council Name: Kingston City Council Council Reference Number: KS122/2016 Planning Permit Reference: KP431/2016 SPEAR Reference Number: S086575E Certification This plan is certified under section 6 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 at Certification Digitally signed by: Ian Nice for Kingston City Council on 09/02/2017	
Vesting of Roads and/ or Reserve				Notations	
Identifier	Council / Body / Person			LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY; SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.	
NIL	NIL				
Notations				Boundaries shown as thick, continuous lines are defined by buildings. Location of Boundaries defined by buildings MEDIAN: Boundaries marked "M" EXTERIOR FACE: All other boundaries	
Depth Limitation DOES NOT APPLY					
Survey This plan is based on survey. Staging This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent mark No(s) 128, 129 In Proclaimed Survey Area No.					
Easement Information					
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
 A LINE SURVEYING LICENSED LAND SURVEYORS 109 BEDFORD ROAD, EAST RINGWOOD 3135. PH 9870 6443 FAX 9879 3740 Email : admin@alinesurveying.com.au		SURVEYORS REF. 9082 30-01-17 TC Digitally signed by: Claudio Dario (A Line Surveying), Surveyor's Plan Version (4), 02/02/2017		ORIGINAL SHEET SIZE: A3	Sheet 1 of 2
		PLAN REGISTERED TIME: 29/03/2017 DATE: 6.14PM GARY M ROBERTSON Assistant Registrar of Titles			



A LINE SURVEYING

Email : admin@alinesurveying.com.au

Digitally signed by:
Kingston City Council,
09/02/2017,
SPEAR Ref: S086575E



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 19/02/2026 02:40:42 PM

OWNERS CORPORATION 1
PLAN NO. PS744467Y

The land in PS744467Y is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

64 FENNELL STREET PORT MELBOURNE VIC 3207

AN811042C 09/05/2017

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:

OC034370Y 29/03/2017

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	100	100
Lot 2	100	100
Lot 3	100	100
Total	300.00	300.00

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.



Department of Transport and Planning

Owners Corporation Search Report

Produced: 19/02/2026 02:40:42 PM

OWNERS CORPORATION 1
PLAN NO. PS744467Y

Statement End.



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 19/02/2026 02:40:42 PM

OWNERS CORPORATION 2
PLAN NO. PS744467Y

The land in PS744467Y is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 2, 3.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

64 FENNELL STREET PORT MELBOURNE VIC 3207

AN811303A 09/05/2017

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:

OC034371W 29/03/2017

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 2	100	100
Lot 3	100	100
Total	200.00	200.00

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.



Department of Transport and Planning

Owners Corporation Search Report

Produced: 19/02/2026 02:40:42 PM

OWNERS CORPORATION 2
PLAN NO. PS744467Y

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:	20 February 2026
Assessment No:	178506 0
Property Location:	Unit 3 54 Catherine Avenue, CHELSEA VIC 3196
Parcel Details:	Lot 3 PS744467
Certificate No:	163388
Certificate Expiry Date:	21 May 2026
Applicants Reference:	79659045-022-5:89243

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:	270,000
Relevant Date of Valuation: 01 Jan 2025	Capital Improved Value:	775,000
	Net Annual Value:	38,750

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	\$1,468.75
Legal Fees Brought Forward 01/07/2025	\$0.00

Current Rate

General Rates	\$1,410.58
Emergency Services & Volunteers Fund	\$270.08
Municipal Charge	\$100.00
Waste Management	\$310.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$7.10
Interest on Current Rates	\$0.00

Payments \$-1,468.75

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

OUTSTANDING **\$2,097.76**

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

Assessment No.	178506/0
Certificate No.	163388
Certificate Expiry Date	21 May 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 21 May 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: 1785060

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

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

Pakenham Conveyancing
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 3 LOT 3 54 CATHERINE
AVENUE CHELSEA 3196
3 PS 744467

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50B//09639/00151	LANDATA CER 79659045-035-5	20 FEBRUARY 2026	51488645

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	01/01/2026 to 31/03/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	\$31.25

(b) By South East Water

Water Service Charge	01/01/2026 to 31/03/2026	\$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

- 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.

- 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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

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.

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

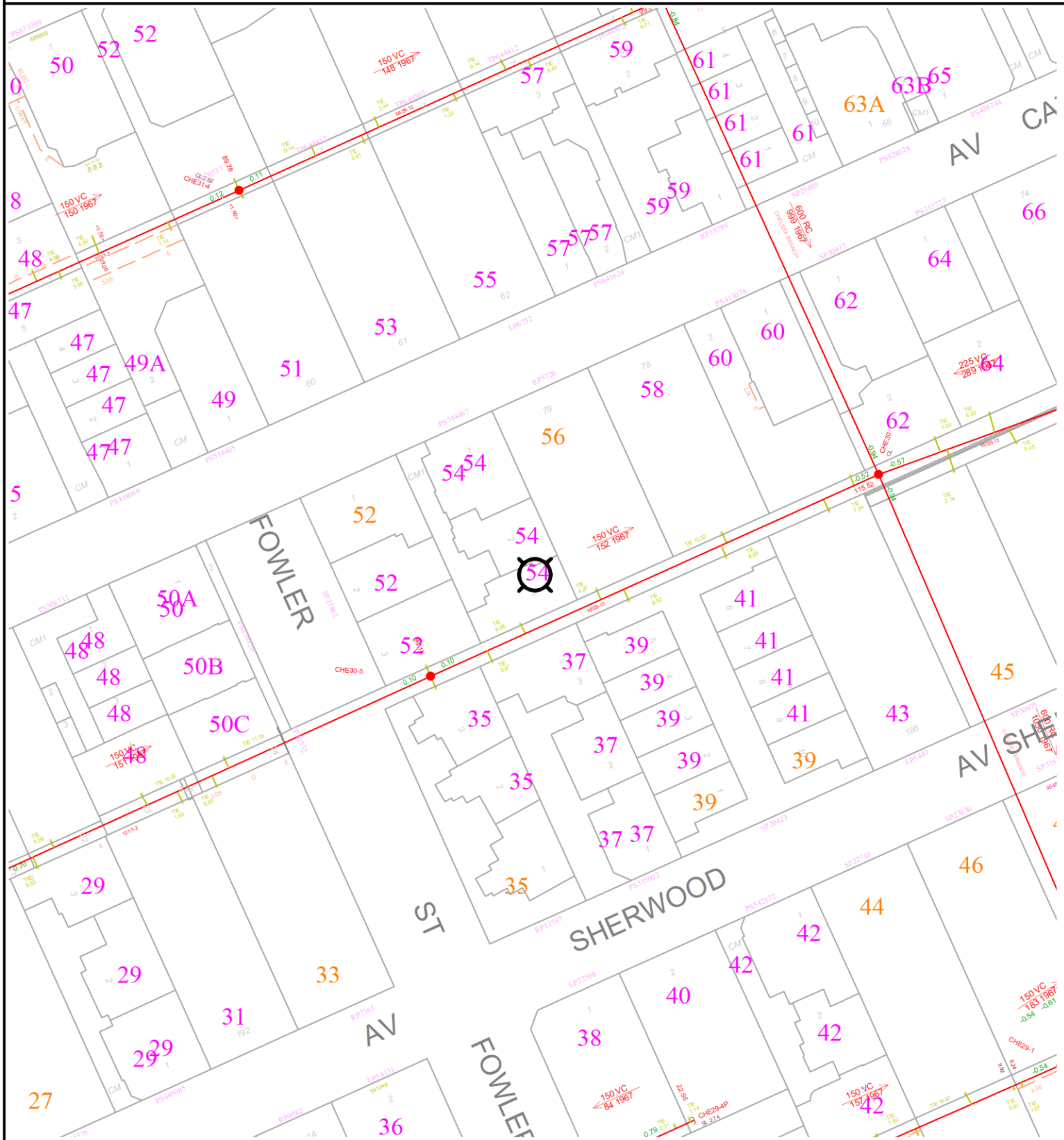
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

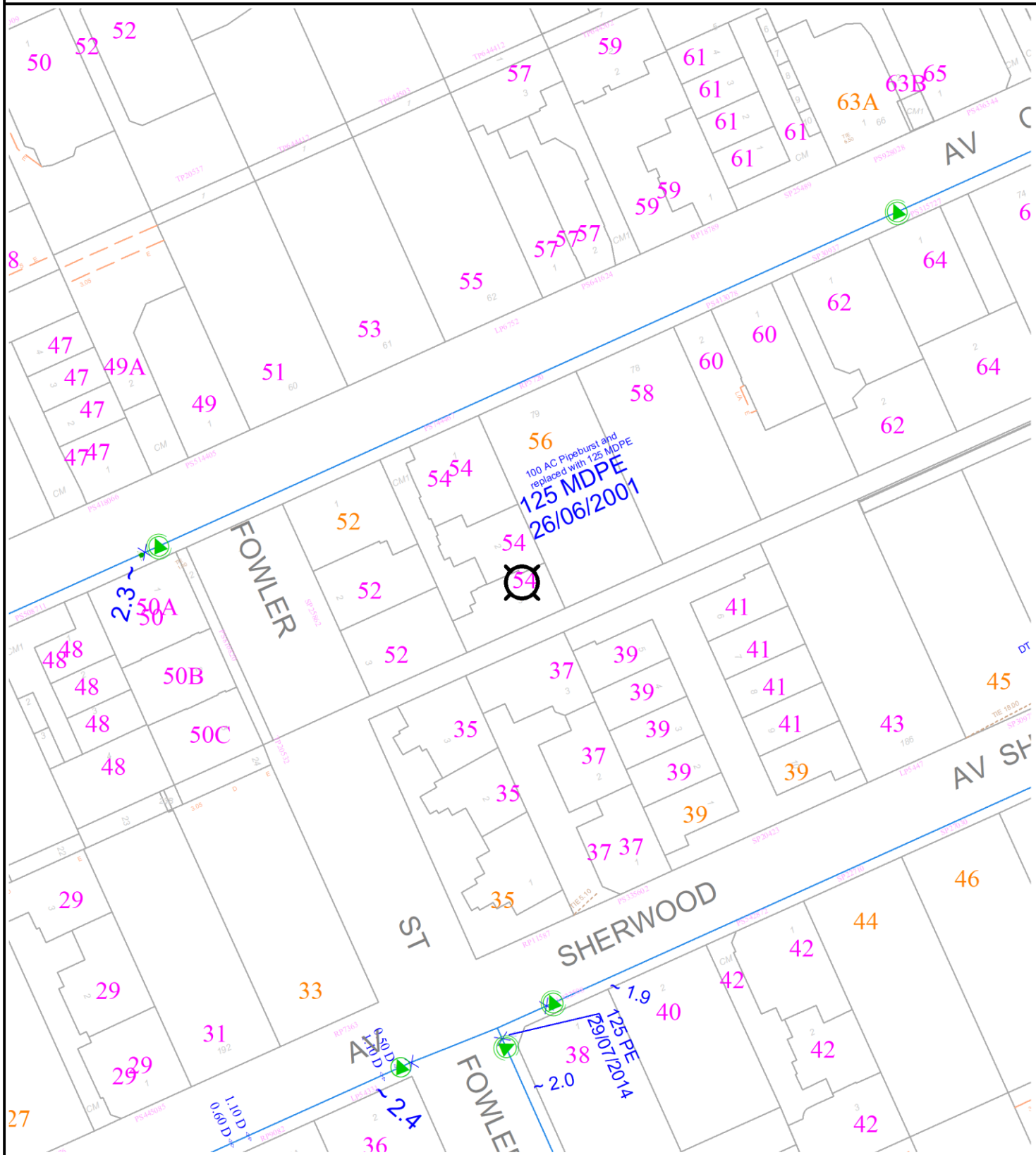
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

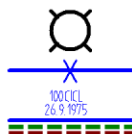
Melbourne Water Assets			
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway	
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.	



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



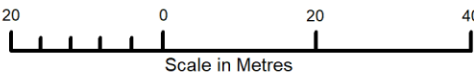
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

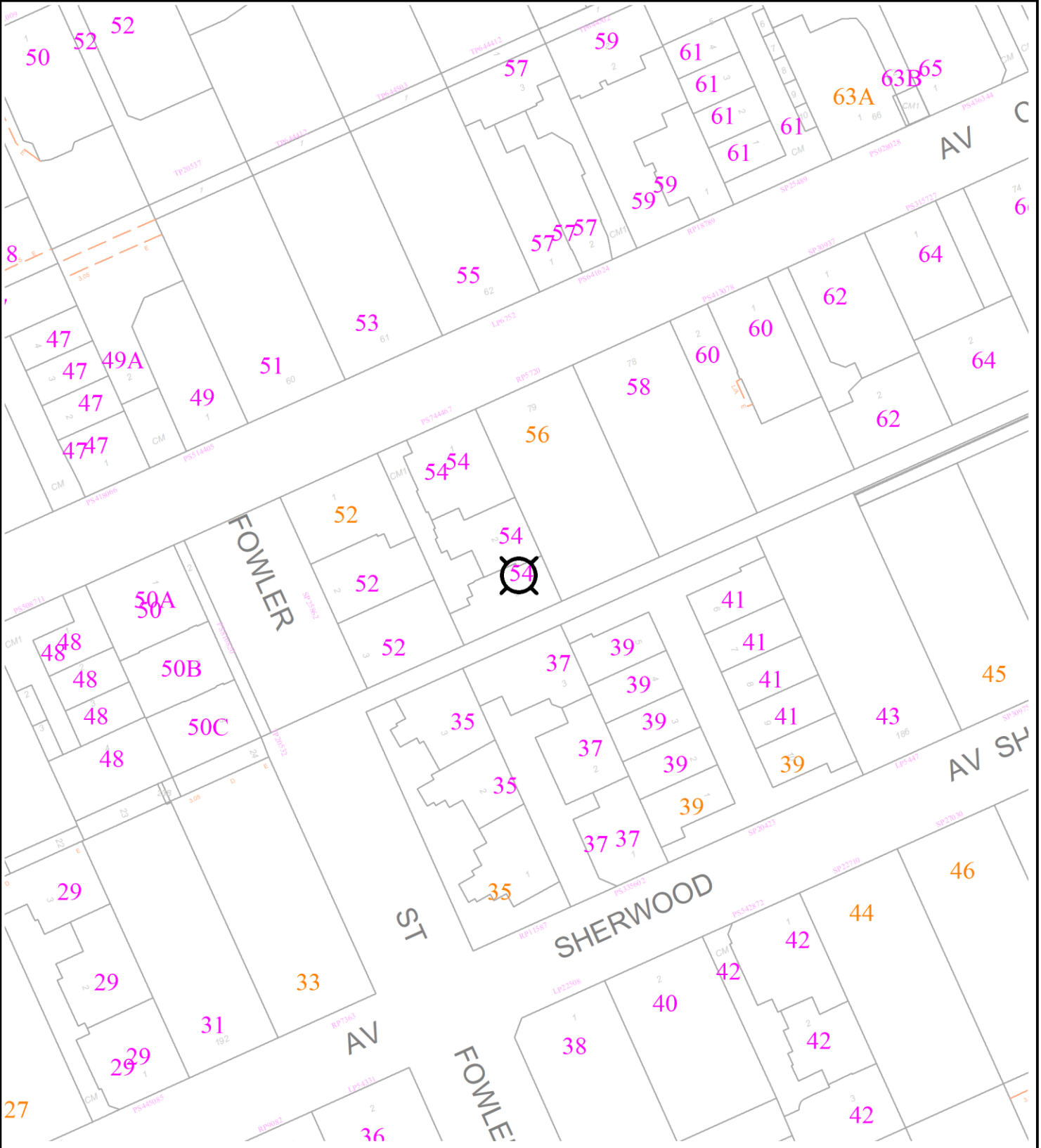
Property: Lot 3 UNIT 3 54 CATHERINE AVENUE CHELSEA 3196



Case Number: 51488645



Date: 20FEBRUARY2026



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

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary ~ 1.0



Our Body Corporation

Owners Corporation Certificate

Owners Corporation Number: **OC No. 1 on PS 744467Y**

Vendor ZOE GAIL WELSH of 10A BRADFORD STREET BENTLEIGH EAST VIC 3165

Purchaser

This certificate is issued for Lot / Unit 3 on Plan No. **PS 744467Y**

The postal address of which is **3 / 54 CATHERINE AVENUE, CHELSEA, VIC 3196**

The information in this certificate is issued on **26th of February 2026**,

You should obtain a new certificate for current information prior to settlement.

1. The present fees for the above Lot / Unit 3 are **\$430.00** payable 30 June 2025, 30 September 2025, 31 December 2025, and 20 March 2026 for the fiscal period from 1 April 2025 to 31 March 2026 (\$1,720 per annum).
2. The fees are paid up until **31 December 2025** with one remaining unpaid fee of **\$430** due and payable on **20 March 2026**. The insurance premium of **\$4,878.45** for the period of **5 April 2025 to 5 April 2026** has been pre-paid. The fees include a budget item to pay the next insurance premium before the renewal falls due on 5th of April 2026.
3. No special fees or levies have been struck or are payable on the dates indicated above.
4. Special fees or levies may be incurred to pay the insurance premium or any future repairs, works, or obligations when there are insufficient funds in the owners corporation account.
5. The owners corporation has not performed and is not about to perform any repairs, works or acts which may incur an additional charge to that set out above.
6. The owners corporation presently has the following insurance cover. **DETAILED ON ATTACHMENT 1**
7. The owners corporation has not resolved that the members may arrange their own insurance under section 73 of the Act
8. Total funds held by the owners corporation is presently \$5,071.57. The statement of financial position and budget of the owners corporation is **DETAILED ON ATTACHMENT 2**
9. The owners corporation has no contingent liabilities shown or budgeted for.
10. The owners corporation has not granted any contract, lease, license or special privilege affecting the common property.
11. The owners corporation has not made any agreement to provide services to lot owners, occupiers and the public for a fee.
12. The owners corporation in the last 12 months has not been served any notices or orders.
13. The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings.
14. The owners corporation has appointed a chairman, not a manager. The chairman is **Teresa Diaz of 2/54 Catherine Avenue, Chelsea, 3196**
15. The following documents are also included
 - a. **Attachment 3: Minutes of last annual general meeting – 15 March 2025**
 - b. **Attachment 4: Model rules**

Our Body Corporation

This Owners Corporation certificate for OC No.1 was prepared by **Teresa Diaz** as delegate of the Owners Corporation.

Dated on **26th February 2026**.

Teresa Diaz

CHAIRPERSON



Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

THIS CERTIFICATE IS USED ON THE FOLLOWING BASIS:

The author in preparing this information has used best endeavours to ensure that all the information contained therein is true and accurate as to the date of the certificate but accepts no responsibility and disclaims all liability in respect of any errors, inaccuracies or misstatements contained therein. The author does not accept any liability for any investment decisions made on the basis of this information. Any meetings or events which occur after the date of this certificate may affect the accuracy of information contained within this certificate. Parties interested in this certificate should make their own enquiries to verify the information contained therein.

The information is subject to change without notice.

A verbal update may be provided on request, within 30 days after the date of issue.



Our Body Corporation

Owners Corporation Certificate

Owners Corporation Number: **OC No. 2 on PS 744467Y**

Vendor ZOE GAIL WELSH of 10A BRADFORD STREET BENTLEIGH EAST VIC 3165

Purchaser

This certificate is issued for Lot / Unit 3 on Plan No. **PS 744467Y**

The postal address of which is **3 / 54 CATHERINE AVENUE, CHELSEA, VIC 3196**

The information in this certificate is issued on **26th of February 2026**.

You should obtain a new certificate for current information prior to settlement.

1. The owners corporation has no fixed fees or levies for the fiscal period from 1 April 2025 to 31 March 2026.
2. No special fees or levies have been struck or are payable.
3. Special fees or levies may be incurred to pay any future repairs, works, or obligations when there are insufficient funds in the owners corporation account.
4. The owners corporation has not performed and is not about to perform any repairs, works or acts which may incur an additional charge to that set out above.
5. The owners corporation has not resolved that the members may arrange their own insurance under section 73 of the Act
6. Total funds held by the owners corporation is presently \$19.65. There is no expenditure or no financial activity since 2023.
7. The owners corporation has no contingent liabilities shown or budgeted for.
8. The owners corporation has not granted any contract, lease, license or special privilege affecting the common property.
9. The owners corporation has not made any agreement to provide services to lot owners, occupiers and the public for a fee.
10. The owners corporation in the last 12 months has not been served any notices or orders.
11. The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings.
12. The owners corporation has appointed a chairman, not a manager. The chairman is **Teresa Diaz of 2/54 Catherine Avenue, Chelsea, 3196**
13. The following documents are also included
 - a. **Attachment 3: Minutes of last annual general meeting – 15 March 2025**
 - b. **Attachment 4: Model rules**

Our Body Corporation

This Owners Corporation certificate for OC No.2 was prepared by **Teresa Diaz** as delegate of the Owners Corporation.

Dated on **26th February 2026**.

Teresa Diaz
CHAIRPERSON



Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

THIS CERTIFICATE IS USED ON THE FOLLOWING BASIS:

The author in preparing this information has used best endeavours to ensure that all the information contained therein is true and accurate as to the date of the certificate but accepts no responsibility and disclaims all liability in respect of any errors, inaccuracies or misstatements contained therein. The author does not accept any liability for any investment decisions made on the basis of this information. Any meetings or events which occur after the date of this certificate may affect the accuracy of information contained within this certificate. Parties interested in this certificate should make their own enquiries to verify the information contained therein.

The information is subject to change without notice.

A verbal update may be provided on request, within 30 days after the date of issue.

MODEL RULES
OWNERS CORPORATION
OC 744467Y OC 1 & 2
54 CATHERINE AVENUE, CHELSEA, VIC 3196

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.

2 Management and administration

2.1 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.

3 Use of common property

3.1 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 his or her 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.

3.2 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.

3.3 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.

4 Lots

4.1 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 owner corporation.

Example

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

5 Behaviour of persons

5.1 Behaviour of owner, 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.

5.2 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.

6 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

AGM meeting minutes for Saturday 15 March 2025

Owners Corporation 744467 / 54 Catherine Avenue, Chelsea VIC 3196

1 Attendance

All owners attended AGM meeting at Unit 2 or remotely via WhatsApp

- Unit 1 Owners: Michelle Kalkandis
- Unit 2 Owners: Tim Pugh
- Unit 3 Owner: Zoe Welsh

Meeting began shortly after 10am.

2 Apologies, Proxies, Quorum

- No apologies or Proxies.
- A quorum of Owners was met.

3 Confirm Minutes & Business Arising from Previous Meeting

- No 2024 AGM meeting was held.
- Owners accepted 2024-25 insurance and quarterly payment schedule.

4 Correspondence

- No correspondence reported.

5 Income and Expenditure Statement (this year)

- **[Accepted]** Income and Expenditure statement confirmed by all owners.
- *See Appendix A – 2024-25 Income and Expenditure Statement*

6 Appointment of Committee – Chair/Treasurer/Secretary

- **[Owners agreed]** No change to Owner's Corp appointments
 - Chair – Teresa Diaz
 - Treasurer – Zoe Welsh
 - Secretary – Tim Pugh

7 Insurance Review

- Tim presented the Insurance quotations and comparison
 - Insurance quotations provided by Jack Jenkins, BCB Melbourne, Strata Insurance Brokers
 - *See Appendix B – Insurance Quotation and Comparison*
- Recommended Hutch Underwriting Quotation with annual fee of \$4,878.45
 - **[Building Insurance Decision]** Unanimously agreed by all Owners.

8 Maintenance Issues

- Unit 1 roof damage by Direct Express Freight delivery truck on 27th November 2024. Property manager notified of damage by Unit 1 tenants on 3 occasions, however there has been no repairs of the damage as of today.

10 General Business

- No additional business raised by Owners.

11 Confirm Budget, Contributions, Levies (next year)

- Next year 2025-26 budget and levies were discussed.

- Tim estimated next year's quarterly levy to be \$430 per Unit based on estimated 2025 building insurance of \$5370, 10% increase over 2024 costs, which is an annual levy of \$1,720 per Unit. The budget includes a \$500 contingency fund per usual.
 - **[Budget Decision]** Unanimously agreed by all Owners.
 - *See Appendix C – 2025-26 Annual Budget and Levies*

12 Next Meeting / Close

- Meeting closed at 10:30am

Appendix A: 2024-25 Income and Expenditure Statement

2024-25 Owner's Corp Budget

	ACTUAL FY24-25 01/04/24 - 31/03/25	BUDGET FY24-25 01/04/24 - 31/03/25
Income		
Owner's Levies	5,640.00	5,640.00
Expenditure		
Our Body Corporate - Admin Package	0.00	0.00
Insurance	4,878.45	5,110.00
Contingency		500.00
Total Expenditures	4,878.45	5,610.00
Surplus /Deficit	761.55	30.00
Opening Fund Balance (1 April 2024)	\$0.02	\$0.02
Fund Balance (31 March 2025)	\$761.57	\$30.02

Notes about the Owner's Corp annual income and expenditure.

- Quarterly Owner's Levy income was \$5,640 as expected.
- 2025-26 annual building insurance payment will be \$4878.45 as agreed at March 2025 AGM meeting, which is less than the \$5,110 budget.
- The \$500 contingency fund was not utilised during the year.
- Overall, the remaining funds of \$761.57 at 31 March 2025 will be applied to the next fiscal budget.

Appendix B: Insurance Quotation and Comparison

Document: BCB Renewal Submission 2025 - OC 744467.pdf

Brokers Recommendation:

BCB works with a panel of insurers, including your current insurer, who are trusted specialists in strata insurance to provide your Owners Corporation with the best value policy and the best terms and conditions in the market.

Important changes for the new policy period

- **Building Sum Insured (BSI)** - Your building sum insured has been indexed by 7.00 % to offset the effects from inflation and rising construction costs.
- **Premium Increase** - the strata industry is currently experiencing substantial increases in premiums for all classes of risk, including properties with good claims histories. Properties with adverse claims history and/or are deemed high risk by the insurers are seeing even greater increases. This is due to increased reinsurance and Building Replacement Costs based on several catastrophic weather events in recent years.

BCB have completed an extensive re-marketing of the insurance protection for the ensuing year, and our recommendation is to continue to insure with Hutch Underwriting as they are offering the most economical premium.

Premium Comparison			
	Building Sum Insured (BSI)	Total Payable	Insurer
Current Policy	\$ 2,271,124	\$ 4,643.64	Hutch Underwriting
This Renewal	\$ 2,430,103	\$ 4,878.45	Hutch Underwriting
Difference	7.00 %	5.06 %	

A summary of the three insurance quotes obtain are listed in the table below.

Standard Covers	HUTCH UNDERWRITING	FLEX INSURANCE	CHU UNDERWRITING AGENCIES
Building	\$2,430,103	\$2,430,103	\$2,430,103
Common Contents	\$24,301	\$24,301	\$24,301
Loss of Rent / Temporary Accommodation	\$364,515	\$364,515	\$364,515
Additional Loss of Rent	Not Insured	Not Insured	Not Insured
Floating Floors	Selected	Selected	Included
Catastrophe	\$364,515	\$364,515	\$364,515
Flood	Not Selected	Not Selected	No
Storm Surge	Not Insured	Not Included	Excluded
Legal Liability	\$20,000,000	\$20,000,000	\$20,000,000
Legal Liability Defence Costs	In Addition	In Addition	In Addition
Voluntary Workers	200000/2000	200000/2000	200000/2000
Fidelity	\$100,000	\$100,000	\$100,000
Office Bearers Liability	\$1,000,000	\$1,000,000	\$1,000,000
Machinery Breakdown	Not Insured	Not Insured	Not Insured
Government Audit	\$25,000	\$25,000	\$25,000
Appeal Expenses	\$100,000	Not Insured	\$100,000
Legal Defence Expenses	\$50,000	\$50,000	\$50,000
Lot Owners Fixtures	\$300,000/10% of BSI	\$250,000	\$250,000
Workers Compensation	Excluded	Excluded	Excluded
Fusion	\$ 5,000	\$3,500	\$5,000
Fusion Motors Up To (Kw)	5KW	N/A	N/A
Burst Pipes Exploratory Reinstatement	Reasonable costs	\$10,000	Reasonable costs
Burst Pipes Repair Replace Parts	\$1,000	\$1,000	\$1,000
Burst Pipes Contamination Pollution Cost	\$1,000	\$1,000	\$1,000
Terrorism	Included as per policy	Included as per policy	Included as per policy
Loss Of Market value	Not Insured	Not Insured	Not Insured
Excesses - as per policy and;			
Water Damage Excess	\$ 1,000	\$ 1,000	\$ 1,000
Burst Pipe Excess	\$ 1,000	\$ 1,000	\$ 1,000
Earthquake Excess	500 in addition	For Earthquake Excess please refer to the insurer PDS	For Earthquake Excess please refer to the insurer PDS
All Other Claims Excess	\$ 1,000	\$ 1,000	\$ 1,000
Legal Liability Excess	\$ 1,000	\$ 1,000	\$ 0
Fidelity Excess	\$ 1,000	\$ 0	\$ 0
Personal Accident Waiting Period	\$ 1,000	Nil	Nil
Office Bearers Excess	-	\$ 0	\$ 0
Government Audit Expenses Excess	\$ 1,000	\$ 0	\$ 0
Appeal Expenses Excess	\$ 1,000	\$ 0	\$ 0
Legal Defence Excess	\$1,000, plus 10% of Claim Cost	\$1,000, plus 0% of Claim Cost	\$1,000, plus 0% of Claim Cost
Costs			
Policy Premium			
Premium, Insurer Fee & Taxes	\$ 4,878.45	\$ 6,740.27	\$ 6,750.76
Broker Fee (inc. GST)	Nil	Nil	Nil
Total Payable	\$ 4,878.45	\$ 6,740.27	\$ 6,750.76

Appendix C: 2025-26 Annual Budget and Levies

2025-26 Owner's Corp Proposed Budget

	ACTUAL FY24-25	BUDGET FY24-25	BUDGET FY25-26
	01/04/24 - 31/03/25	01/04/24 - 31/03/25	01/04/25 - 31/03/26
Income			
Owner's Levies	5,640.00	5,640.00	5,160.00
Expenditure			
Insurance	4,878.45	5,110.00	5,370.00
Contingency		500.00	500.00
Total Expenditures	4,878.45	5,610.00	5,870.00
Surplus /Deficit (Income-Expenditures)	761.55	30.00	(710.00)
Opening Fund Balance (1 April)	\$0.02	\$0.02	\$761.57
Fund Balance (31 March)	\$761.57	\$30.02	\$51.57

2025-26 Owner's Corp Schedule of Quarterly Payments

Owners Payments	Unit 1	Unit 2	Unit 3
June 30, 2025	\$430	\$430	\$430
September 30, 2025	\$430	\$430	\$430
December 31, 2025	\$430	\$430	\$430
March 20, 2026	\$430	\$430	\$430
Annual Total	\$1,720	\$1,720	\$1,720
Total Owner's Corp Levies	\$5,160		

Notes about the Owner's Corp annual budget.

- The Owner's Levies will provide \$5,160 income for the next annual Building Insurance Cover in March 2026 estimated at \$5,370, a 10% increase over this year's insurance of \$4,878.45.
- Quarterly payments of Owner's Levy are \$430 per quarter per Unit, or an annual Owner's Levy of \$1,720.
- Owners accepted the budget with a \$500 contingency fund for any future needs. Any contingency expenditures over \$500 will require a special Levy to collect sufficient funds in advance of the work and expenditure.
- The next property valuation will be in 2028, 5 years after the 2023 assessment.

Owner's Corp 2025-26 Financial Statement (as of 26th February 2026)

	ACTUAL FY24-25	ACTUAL FY25-26	BUDGET FY25-26
	01/04/24 - 31/03/25	01/04/25 - 26/02/26	01/04/25 - 31/03/26
Income			
Owner's Levies	6,420.00	3,530.00	5,160.00
Total Income	6,420.00	3,530.00	5,160.00
Expenditure			
Property Insurance	4,878.45	Quotes coming in March 2026	5,370.00
Contingency			500.00
Total Expenditures	4,878.45		5,870.00
Surplus /Deficit (Income-Expenditures)	1,541.55	3,530.00	(710.00)
Opening Fund Balance (1 April)	\$0.02	\$1,541.57	\$1,541.57
Fund Balance (as of 26 th Feb'26)	\$1,541.57	\$5,071.57	\$234.57

Notes about the Owner's Corp annual income and expenditure.

- Account balance for OC1 is \$5,071.57 to-date. The last quarterly payments expected in March 2026 of \$860 will increase the funds balance to be \$5,931.57.
 - Unit 1 prepaid all fy25-26 quarterly payments in March 2025 and paid \$480 in this fiscal year for a \$470 missed payment in March 2025. Unit 1 payments are up-to-date and has a \$10 credit.
 - Unit 2 payments are up-to-date with one quarterly payment of \$430 remaining.
 - Unit 3 payments are up-to-date with one quarterly payment of \$430 remaining. Unit 3 missed a \$470 quarterly payment in fy24-25 and paid it in fy25-26.
- 2025-26 annual building insurance payment was \$4,878.45 as agreed at March 2025 AGM meeting and was paid in March 2025.
- The \$500 contingency fund has not been utilised during the year.

2025-26 Owner's Corp Schedule of Quarterly Payments

Owners Payments	Unit 1	Unit 2	Unit 3
June 30, 2025	\$430	\$430	\$430
September 30, 2025	\$430	\$430	\$430
December 31, 2025	\$430	\$430	\$430
March 20, 2026	\$430	\$430	\$430
Annual Total	\$1,720	\$1,720	\$1,720
Total Owner's Corp Levies	\$5,160		

Notes about the Owner's Corp annual budget.

- The Owner's Levies will provide \$5,160 income for the next annual Building Insurance Cover estimated at \$5,370, a 10% increase over this year's insurance of \$4,878.45.
- Quarterly payments of Owner's Levy are \$430 per quarter per Unit, or an annual Owner's Levy of \$1,720.
- Owners accepted the budget with a \$500 contingency fund for any future needs. Any contingency expenditures over \$500 will require a special Levy to collect sufficient funds in advance of the work and expenditure.
- The next property valuation will be in 2028, 5 years after the 2023 assessment.

Residential Strata Insurance

Certificate of Currency

Policy Number: HRS11059146

UMR: B200800000STR2024



Certificate Date	28 March, 2025
Insurer	Issued by Hutch Underwriting Pty Ltd on behalf of certain underwriters at Lloyd's
Period of Cover	4:00pm Local Time 5/04/2025 to 4:00pm Local Time 5/04/2026
Insured	Owners Corporation 744467
Interested Parties	None
Situation	54 Catherine Avenue, CHELSEA, VIC, 3196

Cover

Section 1 Insured Property	Selected
Building Sum Insured	\$2,430,103
Common Area Contents	\$24,301
Temporary Accommodation Costs and Loss of Rent	\$364,515
Flood	Not Selected
Additional Catastrophe Cover	15%
Additional Catastrophe Cover	\$364,515
Unit Owners' Fixtures and Improvements	Selected
Unit Owners' Fixtures and Improvements	\$243,010
Section 2 Property Owner's Legal Liability	Selected
Limit of Liability	\$20,000,000
Section 3 Voluntary Workers	Selected
Death	\$200,000
Total Disablement (per week)	\$2,000
Section 4 Fidelity Guarantee	Selected
Sum Insured	\$100,000
Section 5 Office Bearers Legal Liability	Selected
Limit of Liability	\$1,000,000
Section 6 Machinery Breakdown	Not Selected
Section 7 Government Audit and Related Covers	Selected
Part A: Government Audit Expenses	\$25,000
Part B: Health & Safety Legal Expenses	\$100,000
Part C: Legal Expenses	\$50,000

The Clear Way to Better Cover

W: hutchunderwriting.com.au T: 1 300 256 056

Hutch Underwriting Pty Ltd ABN 846 552 56 134, L8, 17 Bridge Street, Sydney, NSW, 2000.

Hutch is an Authorised Representative (number 001296345) of CoverRadar Group Pty Ltd, ABN 146 412 25 809, AFS Licence number 523647, of L8, 17 Bridge Street, Sydney, NSW, 2000

Residential Strata Insurance

Certificate of Currency

Policy Number: HRS11059146
UMR: B200800000STR2024



Section 8 Cyber

Cyber Coverage Sum Insured \$10,000

Policy Wording

Hutch Residential Strata version HRS7

Imposed Conditions

None

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L8, 17 Bridge Street, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 17 Bridge Street, Sydney, NSW, 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. 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.

The Clear Way to Better Cover

W: hutchunderwriting.com.au T: 1 300 256 056

Hutch Underwriting Pty Ltd ABN 846 552 56 134, L8, 17 Bridge Street, Sydney, NSW, 2000.

Hutch is an Authorised Representative (number 001296345) of CoverRadar Group Pty Ltd, ABN 146 412 25 809, AFS Licence number 523647, of L8, 17 Bridge Street, Sydney, NSW, 2000

Property Clearance Certificate

Land Tax



PAKENHAM CONVEYANCING

Your Reference:	LD:79659045-017-1.WELSH2C
Certificate No:	97810456
Issue Date:	19 FEB 2026
Enquiries:	ESYSPROD

Land Address: UNIT 3, 54 CATHERINE AVENUE CHELSEA VIC 3196					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
43869071	3	744467	11865	154	\$975.00

Vendor: ZOE WELSH
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MISS ZOE GAIL WELSH	2026	\$270,000	\$975.00	\$0.00
				\$975.00

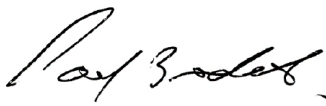
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$775,000
SITE VALUE (SV):	\$270,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$975.00



Notes to Certificate - Land Tax

Certificate No: 97810456

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 = \$270,000

Calculated as \$975 plus (\$270,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,750.00

Taxable Value = \$775,000

Calculated as \$775,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97810456

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: 97810456

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



PAKENHAM CONVEYANCING

Your Reference: LD:79659045-017-1.Welsh2026048

Certificate No: 97810456

Issue Date: 19 FEB 2026

Enquires: ESYSPROD

Land Address: UNIT 3, 54 CATHERINE AVENUE CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43869071	3	744467	11865	154	\$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: \$775,000

SITE VALUE: \$270,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97810456

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



PAKENHAM CONVEYANCING

Your	LD:79659045-017-1.
Reference:	WELSH2026048
Certificate No:	97810456
Issue Date:	19 FEB 2026

Land Address: UNIT 3, 54 CATHERINE AVENUE CHELSEA VIC 3196

Lot	Plan	Volume	Folio
3	744467	11865	154

Vendor: ZOE WELSH
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: 97810456

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: 97810451 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: 97810451 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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Created at 20 February 2026 09:49 AM

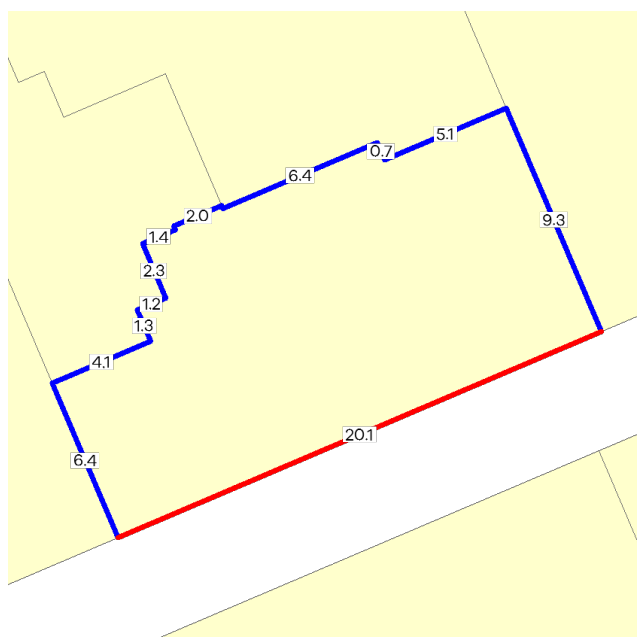
PROPERTY DETAILS

Address: **3/54 CATHERINE AVENUE CHELSEA 3196**
 Lot and Plan Number: **Lot 3 PS744467**
 Standard Parcel Identifier (SPI): **3\PS744467**
 Local Government Area (Council): **KINGSTON**
 Council Property Number: **523563**
 Directory Reference: **Melway 97 C1**

www.kingston.vic.gov.au

SITE DIMENSIONS

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



Area: 181 sq. m

Perimeter: 61 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.

2 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 20 February 2026 09:50 AM

PROPERTY DETAILS

Address: **3/54 CATHERINE AVENUE CHELSEA 3196**
Lot and Plan Number: **Lot 3 PS744467**
Standard Parcel Identifier (SPI): **3\PS744467**
Local Government Area (Council): **KINGSTON**
Council Property Number: **523563**
Planning Scheme: **Kingston**
Directory Reference: **Melway 97 C1**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

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

STATE ELECTORATES

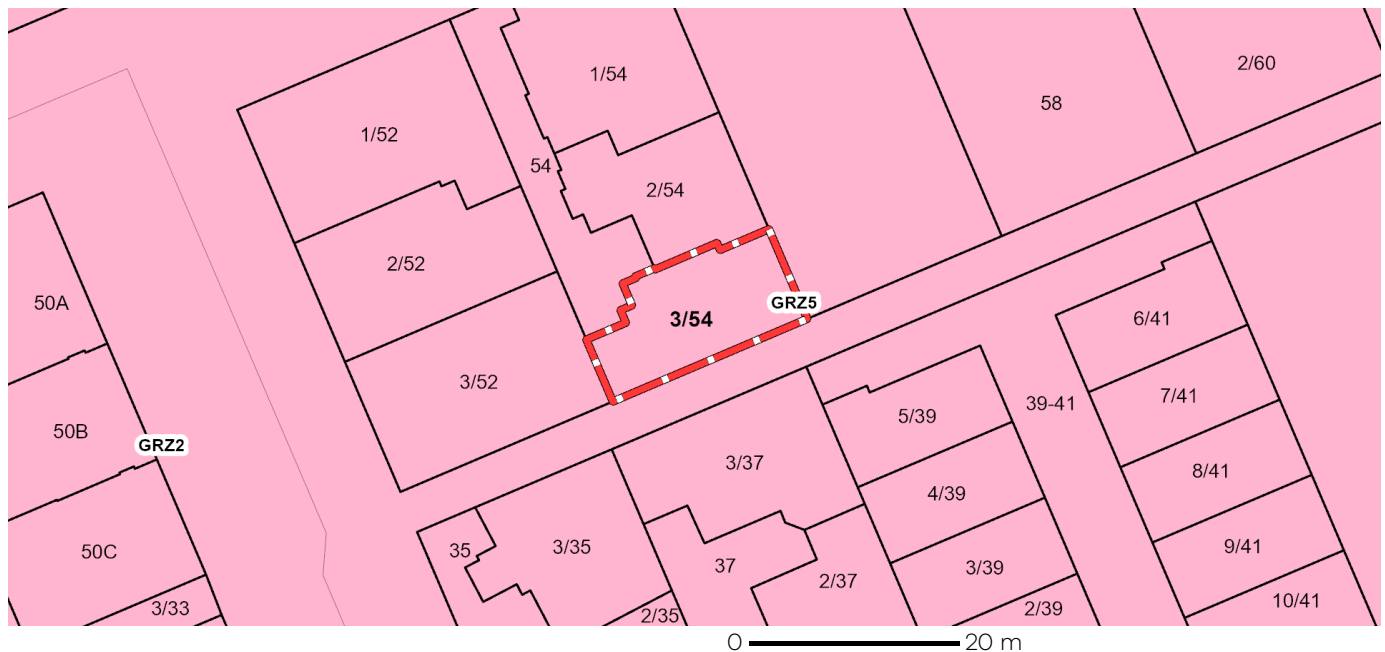
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Fire Rescue Victoria & Country**
Fire Authority

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



GRZ - General Residential

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

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

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

PLANNING PROPERTY REPORT: 3/54 CATHERINE AVENUE CHELSEA 3196

Page 1 of 5

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIFIC CONTROLS OVERLAY (SCO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/gavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 17 February 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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

(04/10/2016)