Sargeants Est. 1978
Ascot Vale
CONVEYANCING & PROPERTY TRANSFER SPECIALISTS

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CONTRACT OF SALE

VENDOR

ERIN MARGARET WILLIAMS

PROPERTY

8 JACKSONS ROAD

CHELSEA 3196

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.
The terms of this contract are contained in the:

- Particulars of sale
- Special conditions, if any
- General conditions and the
- Vendor's Statement

and in that order of priority.
The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

SIGNING 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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate--------Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate--------General Conditions);
- Vendor's Statement

SIGNED BY THE PURCHASER .... on........./......./2026

print name of person signing: ....
state nature of authority if applicable
(e.g. "director", "attorney under power of attorney") ....
This offer will lapse unless accepted within [ ] clear business days (3 if none specified)

SIGNED BY THE VENDOR .... on........./......./2026
print name of person signing: ....
State nature of authority if applicable
(e.g. "director", "attorney under power of attorney") ....

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

IMPORTANT NOTE TO PURCHASERS - COOLING OFF
Cooling-off period (Section 31 Sale of Land Act 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.
EXCEPTIONS – The 3-day cooling-off period does not apply if:

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

PARTICULARS OF SALE

REAL ESTATE AGENT: **OBRIEN REAL ESTATE CHELSEA**
463 Nepean Highway CHELSEA 3196
Tel: 9792 7077

VENDOR: **ERIN MARGARET WILLIAMS**

VENDORS CONVEYANCER: Sargeants Conveyancing – Ascot Vale
Conveyancing and Property Transfer Specialists
P.O. Box 163 ASCOT VALE 3032
Tel: 9375 7445 or 0419 554 804

PURCHASER:

PURCHASERS REPRESENTATIVE:

STREET ADDRESS: **8 Jacksons Road Chelsea**
LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Certificate of Title VOLUME **9373** FOLIO **959**

GOODS: All fixed floor coverings, electric light fittings, window furnishings, solar panels and inverter
(but excluding two wall mounted televisions – brackets to remain)

PRICE $

DEPOSIT $_____________ 10% on the signing hereof

BALANCE $_____________

PAYMENT OF BALANCE is due on the ..../....................................... 2026
being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which
*vacant possession of the Land and Goods
*receipt of the rents and profits
shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

*If the vendor **is** required to collect GST and the price above does **not** include GST you must write the words **"plus GST"** in the appropriate box headed **GST** on the following page*

*If the purchaser is **not** entitled to vacant possession of the Land being sold you must write the words **"subject to lease"** in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.*

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

GST (refer to general condition 13)
The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this is a sale of a 'farming business' or 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**' to this box

Settlement
is due on date for the PAYMENT OF BALANCE as set out in the PARTICULARS OF SALE unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan, whichever is later.

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 1.1. If '**subject to lease**' then particulars of the lease are as attached

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 23 and add any further provisions by way of special conditions

Encumbrances
This sale is **NOT** subject to the Purchaser **taking over** the Vendor's existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

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

Special conditions

Loan (refer to general conditions 14)
The following details apply if this contract is subject to a loan being approved:

Lender:
Loan Amount:
Approval date:

Special Conditions

1 Foreign resident capital gains withholding

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

1.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.

1.3 This special condition only applies 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 transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

1.4 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.

1.5 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 in this special condition; and

(b) ensure that the representative does so.

1.6 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 special 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 special 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.

1.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

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

1.8 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.

1.9 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.

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

2 Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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.*

2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.

2.3 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.*

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

(a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.

2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 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 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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

3. Identity of the Land

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the Title particulars as the LAND BEING SOLD in the Vendor Statement. The purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area or the measurements of the land, or call upon the vendor to move any fences or amend the title or bear all or any part of the cost of doing so.

4. Planning

The property is sold subject to any restriction as to the use under any order, plan, permit, scheme, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation. No such restriction shall constitute a defect in the vendor's title and the purchaser shall not be entitled to any compensation from the vendor in respect thereof in any circumstances whatsoever.

5. Buildings and Goods

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants. Notwithstanding anything to the contrary herein contained or by-law or otherwise provided or implied.
It is agreed that the purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors Title.
The purchaser shall not claim any compensation whatsoever from the vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any work whatsoever including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.
The purchaser specifically acknowledges that he is aware that the property may contain asbestos and/or some of the materials in the building, including cladding may be combustable and may require removal or replacement at his cost.

6. Solar Panels

The vendor make no representations or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

7. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements, encumbrances and restrictions and all implied easements, encumbrances and restrictions and any rights of any other person, whether they are known to the vendor or whether they are disclosed or not. The purchaser accepts the location of all buildings and the current condition of all plumbing works and shall not make any claim whatsoever in relation thereto.

8. Warranties and Exclusions

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

<u>Marketing Materials</u>

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has relied solely on his own searches, enquiries and due diligence.

9. Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their current condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall he claim any compensation in relation thereto.

10. Purchaser a resident of or entitled to purchase land in Australia

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that he has when required by law, obtained the approval of the Treasurer of the Commonwealth of Australia and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non- objection by the Treasurer or submits evidence that the Treasurer has ceased to be empowered to make an order under Part 11 of the Foreign Acquisition and Takeovers Act 1975. The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor against any loss which the vendor may suffer as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

11. Stamp Duty - More than one purchaser

(a) If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions").

Name: ....%

Name: ....%

Total 100%

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's sole responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.
(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.
(d) This Special Condition shall not merge on completion of this contract.

12. State Revenue Office Duties on Line

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-
(a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number.
(b) the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties.(Settlement Date)

13. Acceptance of Title

General Condition 12.4 will be added to the General Conditions in the contract.
Where the purchaser is deemed by Section 27(7) of the Sale of Land (Deposits) Act 1962 to have given the deposit release authorisation referred to in Section 27(1), the purchaser is also deemed to have accepted the vendor's Title in the absence of any prior express and valid specific objection to the vendor's Title.

14. Deposit Bond or Bank Guarantee

The deposit cannot be paid in whole or in part by way a Deposit Bond or a Bank Guarantee unless the contract of sale includes a special condition setting out all the requirements in relation to the terms of the bond, the delivery of the bond and the renewal of the bond.

15. Adjustments

The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the vendor.

16. Amendment and interpretation of the General Conditions

The following General Conditions shall not apply to this contract - 7, 8, 24.4, 24.5, 24.6 and 28.3 (c).

17. Electronic signature

17.1 In this special 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.
17.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
16.3 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.
17.4 This Contract may be electronically signed in any number of counterparts which together will constitute the one document.
17.5 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.
17.6 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 contact.

18. Australian Consumer Law

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.
The Purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-
18.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser; and
18.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and
18.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

19. Office Closure

Settlement of this Contract is not to take place between 9 October 2026 and 20 October 2026 inclusive(office closure period)
Settlements scheduled for this period will be amended to 21 October 2026

GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS

If the property is offered for sale by auction, subject to the vendors' reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auctions) Regulations 2024, or any rules prescribed by regulation which modify or replace those rules.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

TITLE

1. Encumbrances

1.1 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.

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

1.3 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.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**, save that General Condition 12.4 has been added.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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.

2.4 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.

2.5 The warranties in general conditions 2.3 and 2.4 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 the Act.

2.6 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**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 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.

3.2 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.

4. Services

4.1 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.

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

5. 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.

6. Transfer

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. 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.

7. Release of security interest

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
(b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6. the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —
(a) that –
(i)the purchaser intends to use predominantly for personal, domestic or household purposes; and
(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)** , not more than that prescribed amount; or
(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 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 7.5 if –
(a)the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 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 7.11.

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

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

9. **General law land**
9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
9.2 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.
9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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.

11.2 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 or 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;

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

12.1 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 do 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.

12.2 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.

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

12.4 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 Section27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) 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

(b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

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

13.2 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 the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 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.

13.5 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.

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 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.

14. Loan

14.1 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.

14.2 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.

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

15. Adjustments

15.1 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.

15.2 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.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by
(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) 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.**

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by any party, whether the expression 'give' or serve' or any other expression is used.

18. 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.

19. 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 default by a proprietary limited company purchaser.

20. 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.

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 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.

23.2 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.

24. Loss or damage before settlement

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

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

25. 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

26. 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.

27. Default notice

27.1 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.

27.2 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 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.

28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

GUARANTEE

I/We

of

(hereinafter called "the Guarantors" IN CONSIDERATION of the within named vendor selling to the within named Purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth HEREBY for ourselves our respective Executors and administrators COVENANT with the said Vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the Vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the Purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest, costs or other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the Purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

AS WITNESS our hands and seals the day of 2026

SIGNED SEALED AND DELIVERED

by the Guarantors ....

....

in the presence of:

Witness ....

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

Sargeants Conveyancing

Conveyancing and Property Transfer Specialists
P.O. Box 163 ASCOT VALE 3032
Tel: 0419 554 804
Email: Leanne@sargeantsascotvale.com.au

VENDOR STATEMENT

VENDOR: **ERIN MARGARET WILLIAMS**

STREET ADDRESS: **8 JACKSONS ROAD CHELSEA 3196**

LAND BEING SOLD: The land which is currently fenced and/or occupied by the vendors and contained only within the land described in Certificate of Title VOLUME **9373** FOLIO **959**

IMPORTANT NOTICES TO PURCHASER

The vendor makes this statement is respect of the land in accordance with Section 32 of the *Sale of Land Act* 1962. The statement must be signed by the vendor either personally or by his electronic signature.

FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

(a) Their total does not exceed amounts as per attachments
(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
(c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:-

REFER TO ATTACHED CERTIFICATES/NOTICES

INSURANCE

Damage or Destruction

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

(a) Easements affecting the land - as set out in the documents attached (if any)
(b) Covenants affecting the land - as set out in the documents attached (if any)
(c) Leases affecting the land - as set out in the documents attached (if any)
(d) Other similar restrictions affecting the land - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :-

NONE TO THE VENDORS KNOWLEDGE However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS

There is access to the property by road

BUSHFIRE - PRONE AREA -REFER TO PLANNING REPORT

If the property in a designated bushfire prone area and may be subject to special bushfire construction requirements, Planning provisions and Country Fire Authority requirements.

FLOOD PRONE AREA – N/A

PLANNING AND ROAD ACCESS - Information concerning any planning instrument - The planning instrument does not prohibit the construction of a dwelling house on the land. Overlays - Landslip - Vegetation - Mining - or other General information - **AS ATTACHED** (if any) The Land may have been declared by a relevant authority to be in an area which is liable to flooding, mine subsidence, land slip, pest infestation or be near an airport.

REFER TO ATTACHED CERTIFICATE/REPORT

NOTICES - Particulars of any notice, order, declaration, report, 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.

(a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property

(b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)

(c) **Agricultural chemicals**
Particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992

(d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990

(e) **Compulsory acquisition**
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act* 1986.

(f) Notice issued by the Environment Protection Authority

(g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS

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).

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

NOTE: The property may contain asbestos or flammable material and may be subject to pest infestation

OWNERS CORPORATION

REFER TO ATTACHED CERTIFICATE

LAND TAX, WINDFALL GAINS TAX and **COMMERCIAL and INDUSTRIAL PROPERTY TAX**
Attached are current **Property Clearance Certificates** for the above Taxes which discloses all the details including the **AVPCC** for the property

GROWTH AREA INFRASTRUCTURE CONTRIBUTION
NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE CONNECTED
electricity supply
water supply
sewerage

THE FOLLOWING SERVICES ARE NOT CONNECTED
telephone services
gas supply

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before the settlement and the purchaser will have to pay to have the service reconnected.

TITLE
Attached are copies of the following documents:
A Register Search Statement
The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.

Evidence of the vendor's right or power to sell
(where the vendor is not the registered proprietor/the owner in fee simple)

VENDOR ACKNOWLEDGEMENTS and INDEMNITY GIVEN TO SARGEANTS

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants.

I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure of all relevant information of which I am aware or might reasonably be expected to be aware of. I am confirm that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :-

(a) any variation between the land occupied by me and the land described in the Certificate/s of Title.

(b) any registered or unregistered encumbrances not disclosed in this document.

(c) any failure to obtain any necessary planning, building or other permits.

(d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack, contamination or historical significance issues.

(e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property.

(f) my occupation or use of any adjacent land which is not contained in the land being sold.

(g) any buildings erected over any easements, any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein.

(h) any proposal in relation to any other land which may directly and currently affect the property being sold

(I) Any Domestic Building Work carrried out by me ot at my direction with or without a Permit where I have not provided an Owner Builder Condition Report (Section 173B Report).

I confirm that I have provided to my Real Estate Agent particulars of all **material facts** that may affect a purchasers decision to purchase the property and that Sargeants have specifically confirmed that I have the sole overriding responsibility to disclose all material facts.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

DATE OF THIS STATEMENT 01/08/2026

Erin Williams

Signature of Vendor ....

ERIN MARGARET WILLIAMS

PURCHASERS ACKNOWLEDEGMENTS

The purchaser hereby acknowledges being given this statement signed by the vendor with all the attached documents and a **DUE DILIGENCE CHECKLIST** before the purchaser signed the contract

DATE OF ACKNOWLEDGMENT 2026

Signature of Purchaser ....

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, 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 any interest or costs payable in accordance with the terms of the contract.

(a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;

(b) Interest payable by the vendor under any existing mortgage over the property sold, calculated from the due date;

(c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;

(d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor.

(e) Penalties, interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.

(f) All commissions, fees and advertising expenses payable to the vendor's Real Estate Agent.

(g) Any Land Tax, Windfall Land Tax or any other tax that is incurred as a result of the purchasers default, and no such Tax or part thereof shall not be paid at the settlement, but will remain a debt on the Land.

This Notice is deemed to have been given to the purchaser even if it is crossed out or deleted

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

VOLUME 09373 FOLIO 959

Security no : 124136744478C
Produced 20/07/2026 10:06 AM

LAND DESCRIPTION

Lot 48 on Registered Plan of Strata Subdivision 012068.
PARENT TITLE Volume 09348 Folio 385

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ERIN MARGARET WILLIAMS of 28 ELISA PLACE HASTINGS VIC 3915
AR213254L 06/07/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE BA271262W 01/04/2026
COMMONWEALTH BANK OF AUSTRALIA

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP012068 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
BA271261Y (E)	DISCHARGE OF MORTGAGE	Registered	01/04/2026
BA271262W (E)	MORTGAGE	Registered	01/04/2026

------------------------END OF REGISTER SEARCH STATEMENT------------------------

Additional information: (not part of the Register Search Statement)

Street Address: 8 JACKSONS ROAD CHELSEA VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 01/04/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP012068

DOCUMENT END

PLAN OF STRATA SUBDIVISION	EDITION 2	RP012068

LOCATION OF LAND

PARISH:	LYNDHURST
TOWNSHIP:	-
SECTION:	-
CROWN ALLOTMENT:	142 (PART)
TITLE REFERENCE:	VOL. 9268 FOL. 612
LAST PLAN REFERENCE:	LOT 1 ON L.P. 124036
DEPTH LIMITATION:	DOES NOT APPLY
POSTAL ADDRESS:	11-27 BAXTER AVENUE, 2-18 JACKSONS ROAD, 1-49 ORANA CRESCENT & 2-24 ORANA CRESCENT, CHELSEA 3196.

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: PETER F. HERBERT
Certification Date: 14/03/1978

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967
by CITY OF CHELSEA on 21/03/1978

REGISTERED DATE: 30/06/1978

PLAN UPDATED BY REGISTRAR IN AN661031Q 22 / 10 / 2019

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 53 ARE SINGLE STOREY BUILDINGS.

NO BUILDING IS CONTAINED IN LOTS 56, 57, 59 & 61.

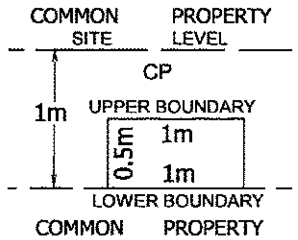
THE LOWER BOUNDARY OF LOTS 1 TO 53, 56, 57, 59 & 61 IS ONE METRE BELOW THAT PART OF THE SITE OF THE RELEVANT LOT.
THE UPPER BOUNDARY OF LOTS 1 TO 53 IS ELEVEN METRES ABOVE ITS LOWER BOUNDARY.
THE UPPER BOUNDARY OF LOTS 56, 57, 59 & 61 IS 0.50 METRES ABOVE ITS LOWER BOUNDARY.

LOTS 56, 57, 59 & 61 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
<u>LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:</u>
MEDIAN: COMMON BOUNDARIES BETWEEN LOTS 5 & 6, 15 & 16 AND 27 & 28.
OUTSIDE FACE OF BRICK WALL: ALL OTHER BOUNDARIES.

<u>TYPICAL CROSS SECTION</u>
FOR LOTS 56, 57, 59 & 61
(NOT TO SCALE)



EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

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

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	3.05	L.P. 6211	LOTS ON L.P. 6211	LOTS 1, 5 TO 13 AND COMMON PROPERTY
E-1	ANY EASEMENTS	3.05	SEE VOL.9268 FOL.612	UNSPECIFIED	LOTS 1, 5 TO 13 AND COMMON PROPERTY

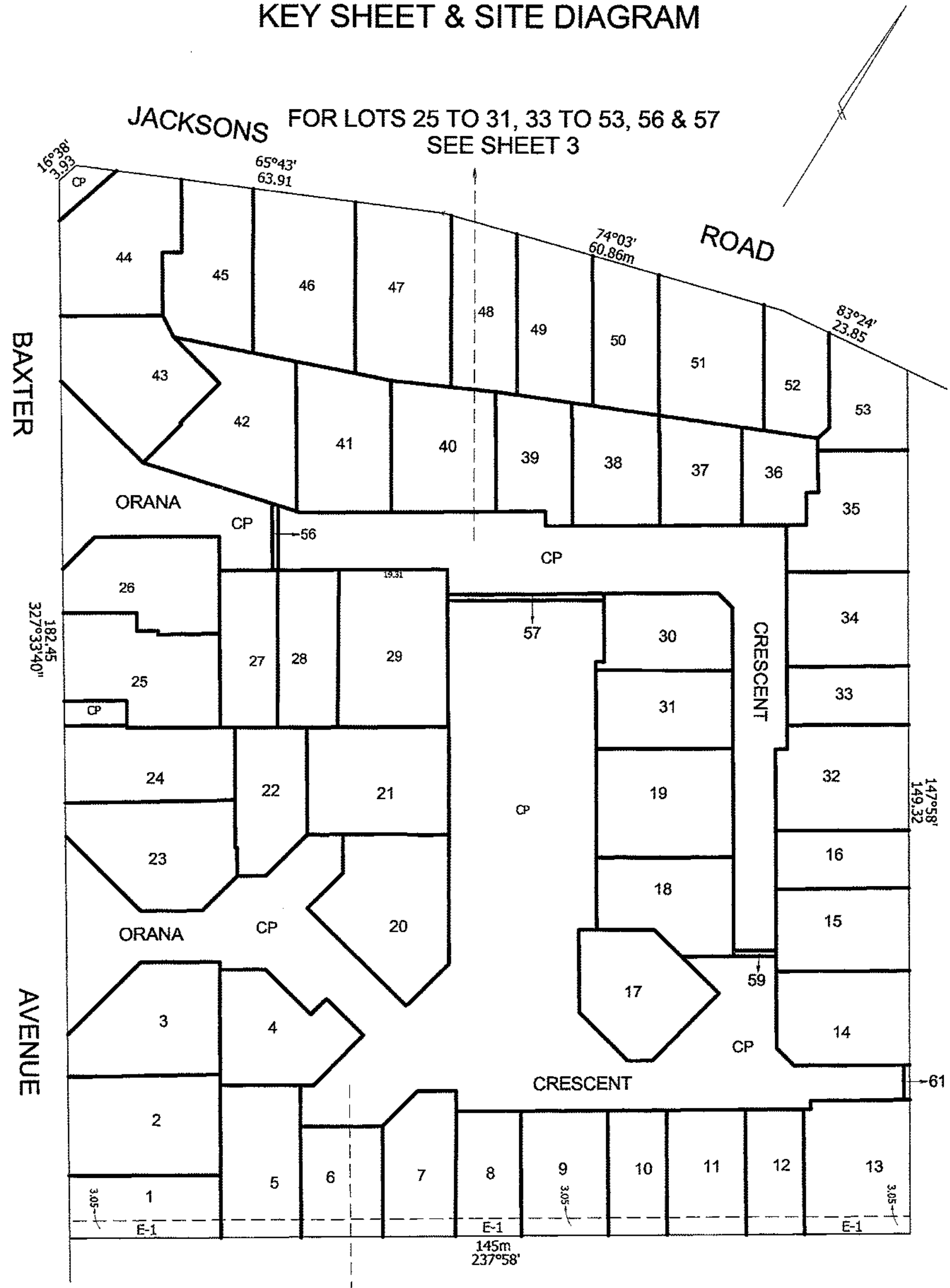
MEASUREMENTS ARE IN METRES

PLAN OF STRATA SUBDIVISION

RP012068

KEY SHEET & SITE DIAGRAM

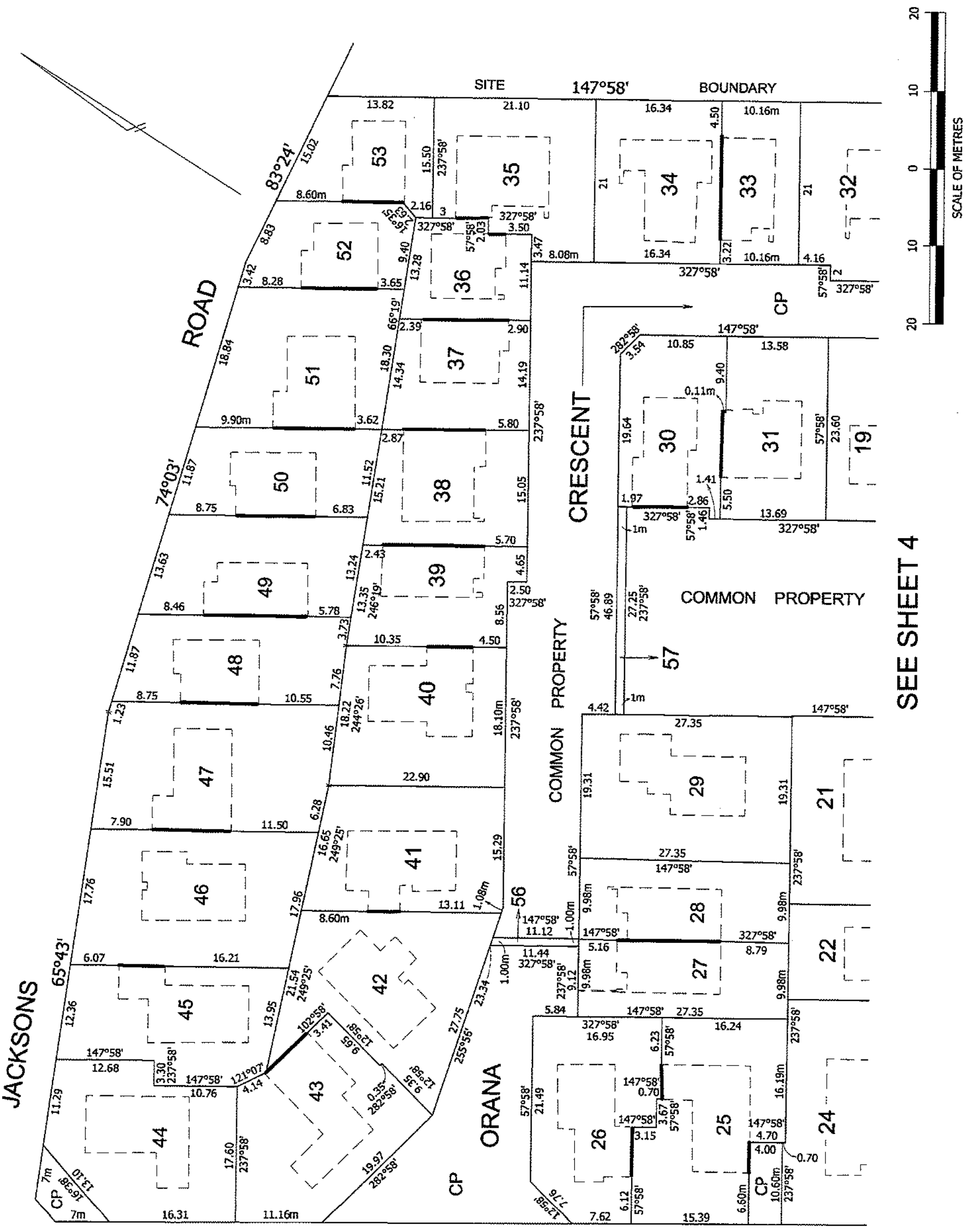
FOR LOTS 25 TO 31, 33 TO 53, 56 & 57
SEE SHEET 3



FOR LOTS 1 TO 24, 32, 59 & 61
SEE SHEET 4

PLAN OF STRATA SUBDIVISION

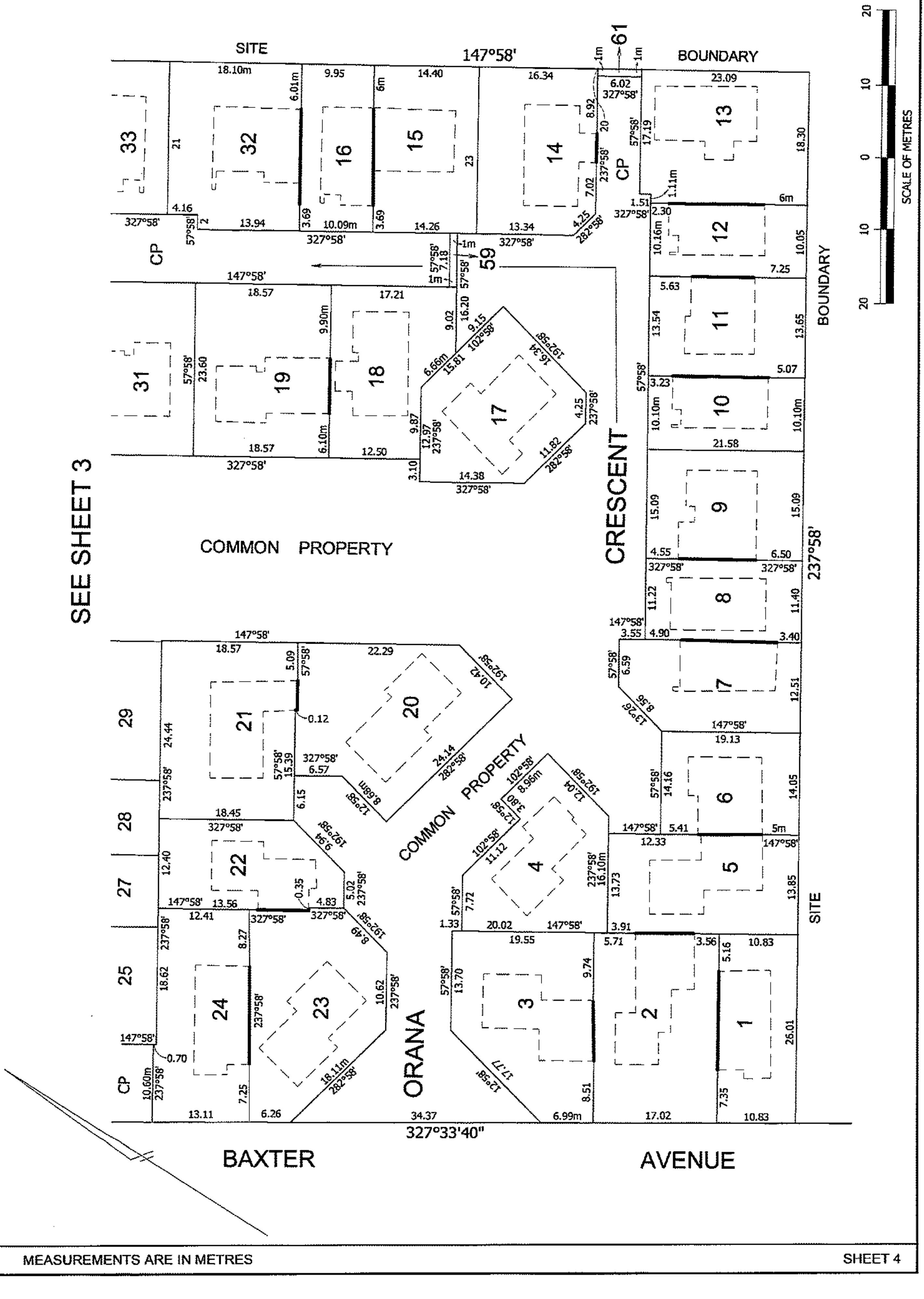
RP012068



MEASUREMENTS ARE IN METRES

PLAN OF STRATA SUBDIVISION

RP012068



MEASUREMENTS ARE IN METRES

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
RP012068

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
NIL	NIL	NOTIFICATION 24(7)	H233756	21/09/1978	1	D.A.
LOT 54	LOTS 27 TO 29 & 55 TO 57	REDEVELOPMENT	H266890	25/10/1978	1	D.A.
LOT 55	LOTS 7, 8, 17 TO 19, 30, 31, 58 & 59	REDEVELOPMENT	H352014	22/01/1979	1	D.A.
LOT 58	LOTS 9 TO 13, 60 & 61	REDEVELOPMENT	H570759A	19/07/1979	1	D.A.
LOT 60	LOTS 14 TO 16, 32 TO 41 & 62	REDEVELOPMENT	H677582	03/10/1979	1	D.A.
LOT 62	LOTS 42 & 45 TO 53	REDEVELOPMENT	H976334	20/05/1980	1	J.McG.
THIS PLAN	NIL	PLAN UPDATED	AN661031Q	22/10/2019	2	N.C.

Department of Transport and Planning

Owners Corporation Search Report

Produced: 20/07/2026 10:06:37 AM

OWNERS CORPORATION
PLAN NO. RP012068

The land in RP012068 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 53, 56, 57, 59, 61.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BAXTER AVENUE CHELSEA VIC 3196

RP012068 01/01/1700

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. H233756 21/09/1978

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	200	200
Lot 2	200	200
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200

Department of Transport and Planning

Owners Corporation Search Report

Produced: 20/07/2026 10:06:37 AM

OWNERS CORPORATION
PLAN NO. RP012068

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	200	200
Lot 20	200	200
Lot 21	200	200
Lot 22	200	200
Lot 23	200	200
Lot 24	200	200
Lot 25	200	200
Lot 26	200	200
Lot 27	200	200
Lot 28	200	200
Lot 29	200	200
Lot 30	200	200
Lot 31	200	200
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200

Department of Transport and Planning

Owners Corporation Search Report

Produced: 20/07/2026 10:06:37 AM

OWNERS CORPORATION
PLAN NO. RP012068

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Lot 43	200	200
Lot 44	200	200
Lot 45	200	200
Lot 46	200	200
Lot 47	200	200
Lot 48	200	200
Lot 49	200	200
Lot 50	200	200
Lot 51	200	200
Lot 52	200	200
Lot 53	200	200
Lot 56	5	5
Lot 57	5	5
Lot 59	5	5
Lot 61	5	5
Total	**10620.00**	**10620.00**

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1274017

APPLICANT'S NAME & ADDRESS

LEANNE ANDERSON C/- LANDATA

MELBOURNE

VENDOR

WILLIAMS, ERIN MARGARET

PURCHASER

KNOWN, NOT

REFERENCE

WILLIAMS

This certificate is issued for:

LOT 48 PLAN RP12068 ALSO KNOWN AS 8 JACKSONS ROAD CHELSEA
KINGSTON CITY

The land is covered by the:
KINGSTON PLANNING SCHEME

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

The land:
- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7

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

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

20 July 2026

Sonya Kilkenny
Minister for Planning

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

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

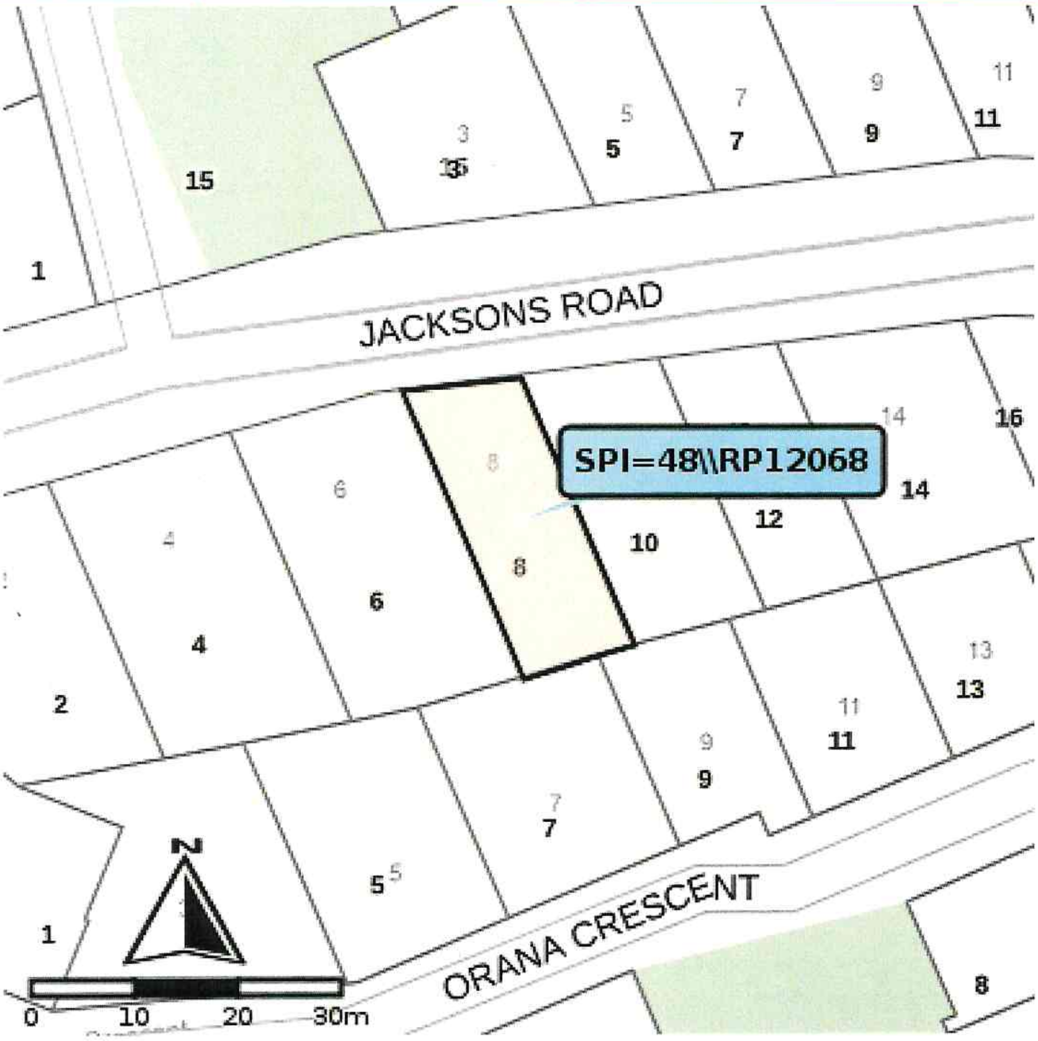
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

PLANNING PROPERTY REPORT

VICTORIA State Government | Department of Transport and Planning

From www.planning.vic.gov.au at 20 July 2026 11:34 AM

PROPERTY DETAILS

Address:	**8 JACKSONS ROAD CHELSEA 3196**	
Lot and Plan Number:	**Lot 48 RP12068**	
Standard Parcel Identifier (SPI):	**48\RP12068**	
Local Government Area (Council):	**KINGSTON**	www.kingston.vic.gov.au
Council Property Number:	**435020**	
Planning Scheme:	**Kingston**	Planning Scheme - Kingston
Directory Reference:	**Melway 93 D11**	

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

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 (NRZ7)

NRZ - Neighbourhood Residential

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

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)

SBO - Special Building Overlay

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

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).

VICTORIA State Government | Department of Transport and Planning

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/aavQuestion1.aspx

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

Aboriginal Cultural Heritage

Further Planning Information

Planning scheme data last updated on 14 July 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 abut 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/

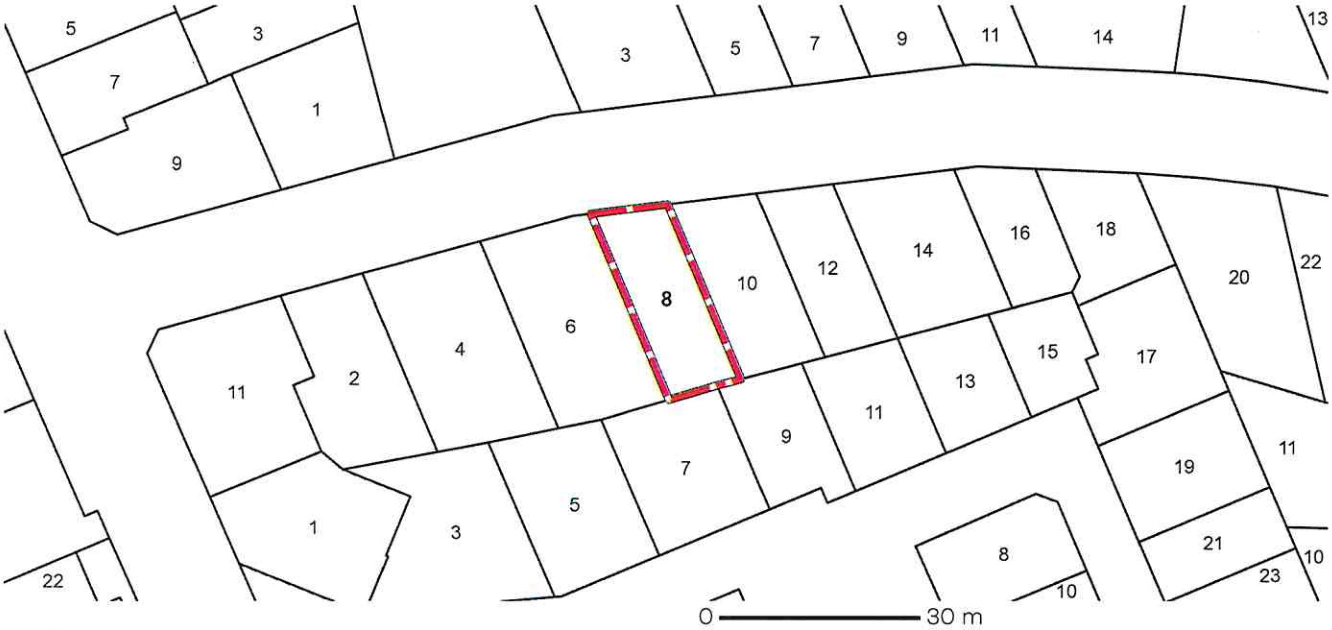
For other information about planning in Victoria visit https://www.planning.vic.gov.au

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 Bushfire Prone Areas

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) 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)

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Leanne Anderson
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 48 8 JACKSONS ROAD CHELSEA 3196
48 RP 12068

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50C//09686/32	LANDATA CER 81255748-033-0	20 JULY 2026	52660457

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	01/07/2026 to 30/09/2026	$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	$32.64
(b) By South East Water		
Water Service Charge	01/07/2026 to 30/09/2026	$19.49
Sewerage Service Charge	01/07/2026 to 30/09/2026	$109.87
Subtotal Service Charges		$185.06
	TOTAL UNPAID BALANCE	$185.06

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

  Water Usage Charge **$1.92 per day**

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

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

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

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

- 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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

South East Water

ASSET INFORMATION - SEWER & DRAINAGE

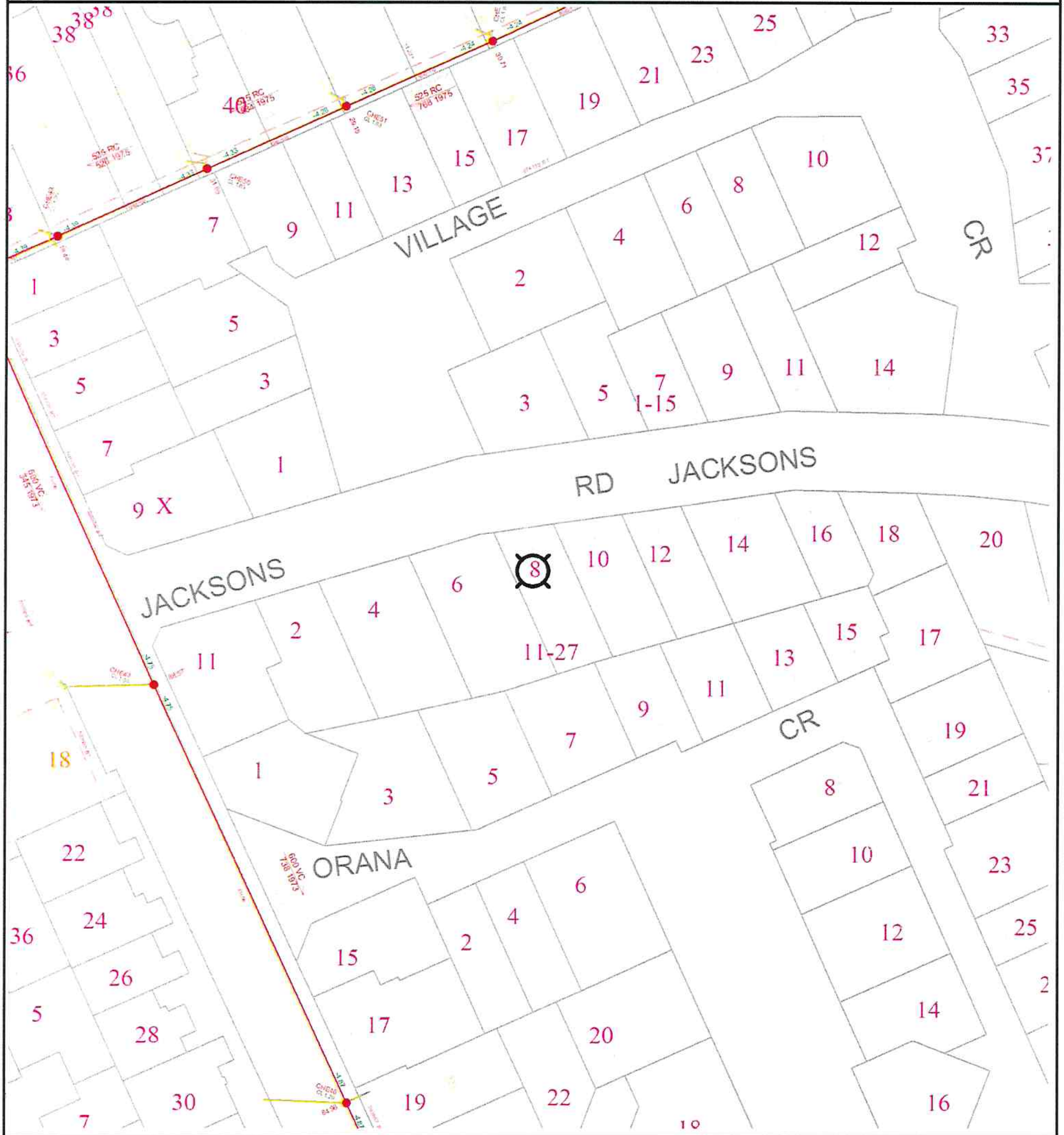
Property: Lot 48 8 JACKSONS ROAD CHELSEA 3196

Case Number: 52660457

Scale in Metres (20 0 20 40)

Date: 20JULY2026

N



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 (225 VC 280 MOR)
<1.0> Offset from Boundary		

Melbourne Water Assets

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

South East Water

ASSET INFORMATION - WATER

Property: Lot 48 8 JACKSONS ROAD CHELSEA 3196

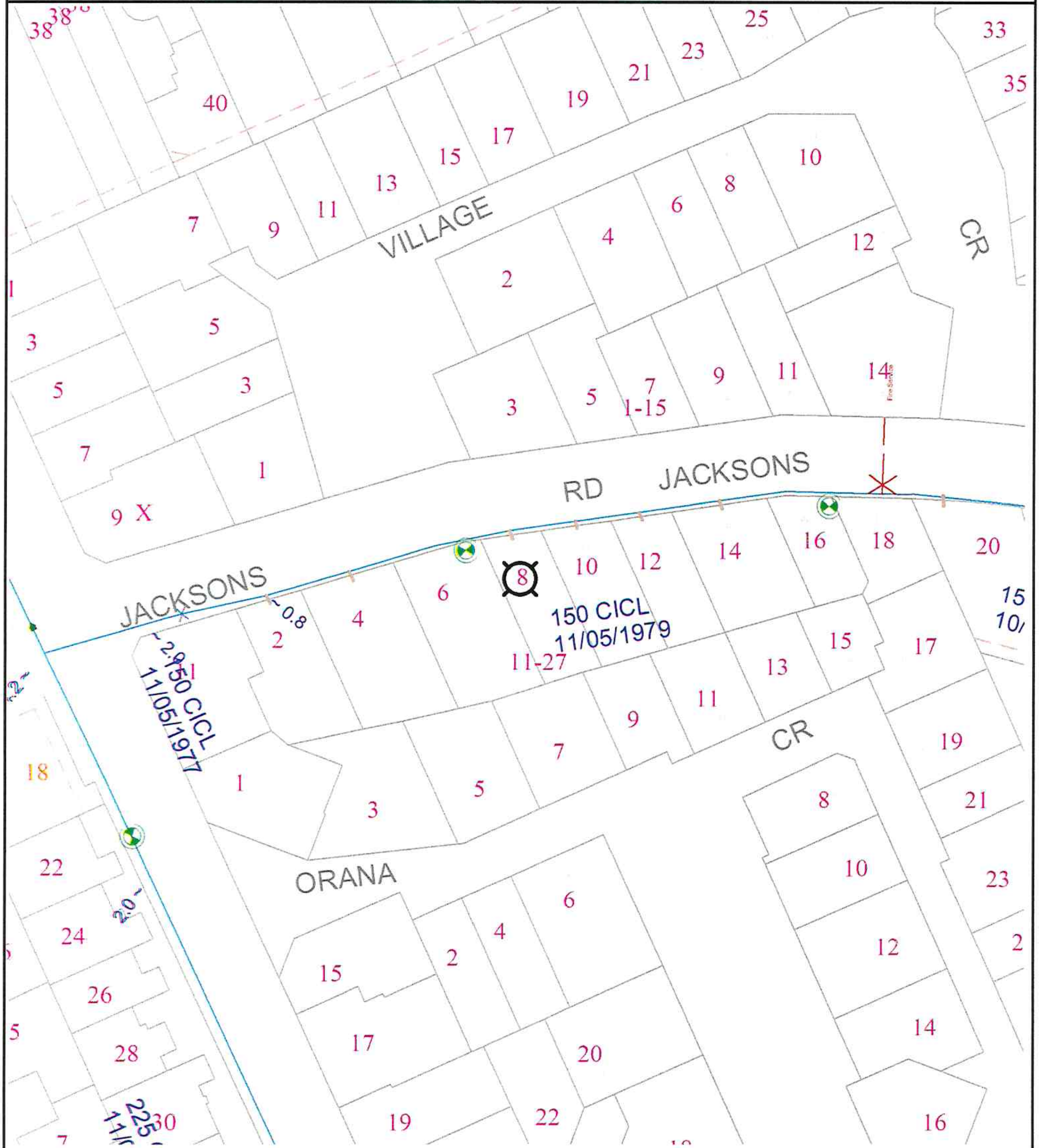
Case Number: 52660457

20 0 20 40

Scale in Metres

Date: 20JULY2026

N



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	Hydrant
Proposed Title/Road	Water Main Valve	Fireplug/Washout
Easement	100 CICL 26 9 1975 Water Main & Services	~ 1.0 Offset from Boundary

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

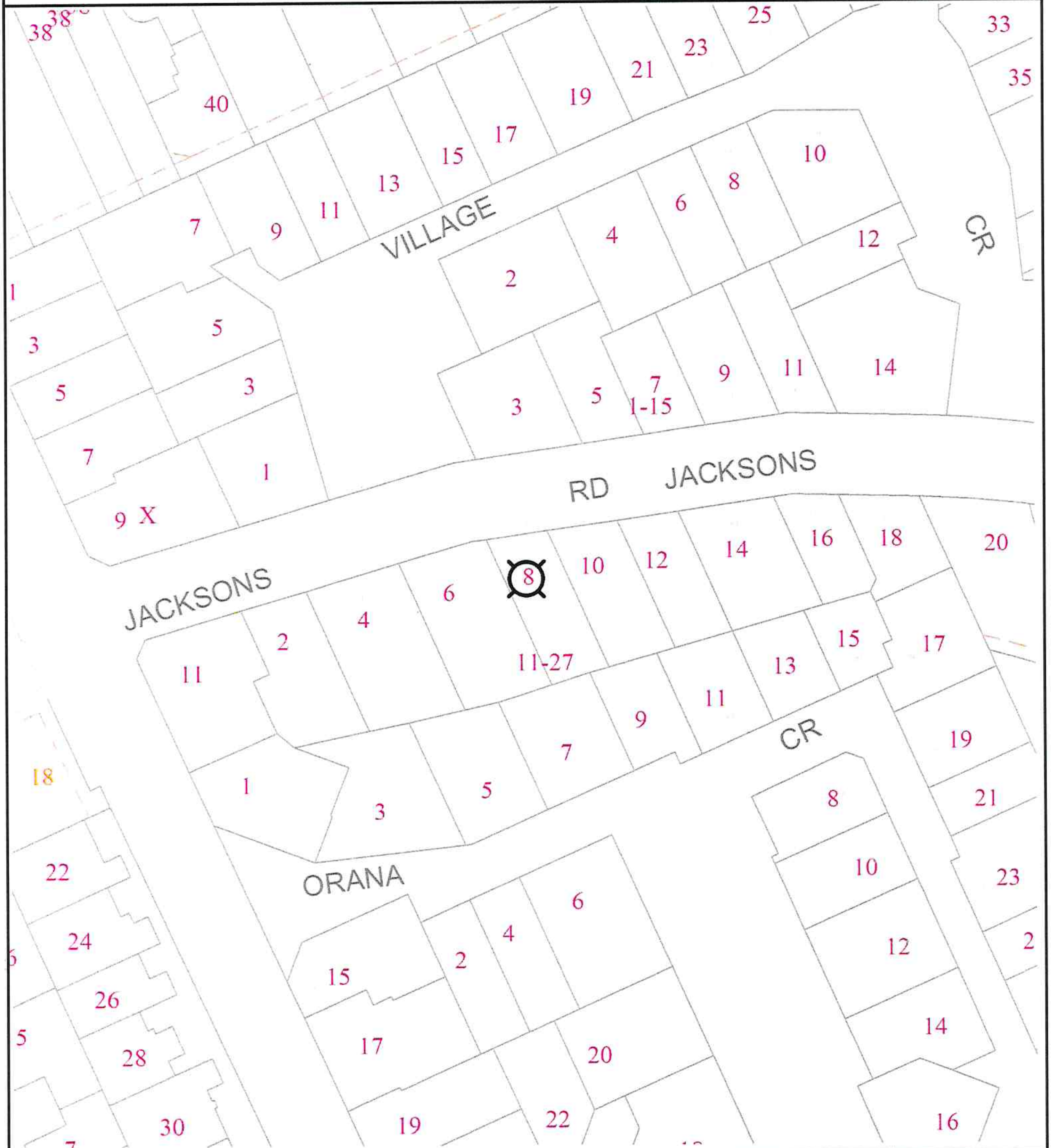
Property: Lot 48 8 JACKSONS ROAD CHELSEA 3196

Case Number: 52660457

20 0 20 40
Scale in Metres

Date: 20JULY2026

N



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		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement	100 CICL 26.9.1975	Recycled Water Main & Services	~ 1.0	Offset from Boundary

Land Information Certificate

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

City of
KINGSTON

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

Date of Issue:	20 July 2026
Assessment No:	107419 2
Property Location:	8 Jacksons Road, CHELSEA VIC 3196
Parcel Details:	Lot 48 RP12068
Certificate No:	167582
Certificate Expiry Date:	18 October 2026
Applicants Reference:	81255748-019-4:95015

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 2026
Relevant Date of Valuation: 01 Jan 2026

Site Value:	270,000
Capital Improved Value:	575,000
Net Annual Value:	28,750

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

RATES AND CHARGES
1st July 2026 to 30th June 2027

Arrears	
Arrears - Brought Forward 01/07/2026	$0.00
Legal Fees Brought Forward 01/07/2026	$0.00
Current Rate	
General Rates	$1,051.00
Emergency Services & Volunteers Fund	$238.48
Municipal Charge	$100.00
Waste Management	$349.00
	$
	$
Legal Costs/Charges	$0.00
Interest on Arrears	$0.00
Interest on Current Rates	$0.00
Payments	$0.00
Property Debts	$0.00 (Fire Hazard / Property Clearance)
OUTSTANDING	**$1,738.48**

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

kingston.vic.gov.au
Cheltenham 1230 Nepean Highway **Chelsea** 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

Assessment No.	107419/2
Certificate No.	167582
Certificate Expiry Date	18 October 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 $31.40.

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 18 October 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 2027.

Four instalments: 30 September 2026, 30 November 2026, 28 February 2027, 31 May 2027.

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.

B PAY

Biller Code: 8938

Ref: 1074192

Tanya Madhwani
TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

community inspired leadership

kingston.vic.gov.au
Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

****************IMPORTANT INFORMATION REGARDING THIS CERTIFICATE****************

No Conditions apply to this property.

community inspired leadership

kingston.vic.gov.au
Cheltenham 1230 Nepean Highway **Chelsea** 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

Property Clearance Certificate
Land Tax

LEANNE ANDERSON

Your Reference:	LD:81255748-015-6.WILLIAMS
Certificate No:	10560924
Issue Date:	20 JUL 2026
Enquiries:	ESYSPROD

Land Address: 8 JACKSONS ROAD CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16379752	48	12068	9373	959	$0.00

Vendor: ERIN WILLIAMS
Purchaser: NOT KNOWN

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS ERIN MARGARET WILLIAMS	2026	$270,000	$0.00	$0.00	$0.00

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$575,000
SITE VALUE (SV):	$270,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10560924

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 = $5,750.00

Taxable Value = $575,000

Calculated as $575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10560924

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: 10560924

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

LEANNE ANDERSON

Your Reference:	LD:81255748-015-6.WILLIAMS
Certificate No:	10560924
Issue Date:	20 JUL 2026
Enquires:	ESYSPROD

Land Address: 8 JACKSONS ROAD CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
16379752	48	12068	9373	959	$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:	$575,000
SITE VALUE:	$270,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10560924

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

STATE REVENUE OFFICE VICTORIA

LEANNE ANDERSON

Your Reference: LD:81255748-015-6.WILLIAMS

Certificate No: 10560924

Issue Date: 20 JUL 2026

Land Address: 8 JACKSONS ROAD CHELSEA VIC 3196

Lot	Plan	Volume	Folio
48	12068	9373	959

Vendor: ERIN WILLIAMS

Purchaser: NOT KNOWN

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.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

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

Notes to Certificate - Windfall Gains Tax

Certificate No: 10560924

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

Biller Code: 416073
Ref: 10560928

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: 10560928

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.

Owners Corporation Certificate

s.151(4)(a) Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No:	RP 12068
Address:	Baxter Avenue CHELSEA VIC 3196
This certificate is issued for:	Lot 48
Postal address is:	8/8 Jacksons Road CHELSEA VIC 3196
Applicant for the certificate is:	SARGEANTS ASCOT VALE
Address for delivery of certificate:	leanne@sargeantsascotvale.com.au
Date that the application was received:	20/07/2026

IMPORTANT:

The information in this certificate is issued on 29/07/2026. You should obtain a new certificate for current information prior to settlement.

(a) The current fees for the lot for the financial year 01 July 2026 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

The annual Administrative Fund contributions for Lot 48 are $1,707.90 **per annum** commencing on 01/07/2026. Contributions for this plan are raised over 4 **periods** as shown in the table below:

Period	Amount	Due Date	Status
01/07/2026 to 30/09/2026	$474.15	01/07/2026	Paid
01/10/2026 to 31/12/2026	$411.25	01/10/2026	Not yet issued
01/01/2027 to 31/03/2027	$411.25	01/01/2027	Not yet issued
01/04/2027 to 30/06/2027	$411.25	01/04/2027	Not yet issued

TOTAL AMOUNT OVERDUE AS AT 29/07/2026: $0.00

Penalty if unpaid	10.00% per annum
Current Levy Year	01/07/2026 to 30/06/2027

(b) The date to which the fees for the lot have been paid up to is: **30/09/2026**

The total of any unpaid fees or charges for the lot is:
Total Amount Owing: (c) + (d) = $0.00

Outstanding amounts are payable by BPAY:
BPAY Biller Code: 96503

Payment Reference No: 25436068800012068487

(c) *Administrative Fund*

Amount owing	$0.00
Interest owing	$0.00
Owner invoices owing	$0.00
Total amount owing	$0.00

Unallocated Fund

Amount owing	$0.00
Interest owing	$0.00
Owner invoices owing	$0.00
Total amount owing	$0.00

Maintenance Fund

Amount owing	$0.00
Interest owing	$0.00
Owner invoices owing	$0.00
Total amount owing	$0.00

A SALES ADMINISTRATION CHARGE OF $120.00 WILL BE APPLIED TO THE LOT.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: There are currently no special charges payable by Lot 48 that relate to work performed by the Owners Corporation or some other act that incurs special charge. **Refer to the Minutes of the 13/11/2025 AGM.**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above. **Refer to the Minutes of the 13/11/2025 AGM.**

(f) Are there any rules or regulations owners, occupiers or the public are required to adhere to. **Yes, refer to attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporations Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**

(g) Are there any current non-compliance to the rules or regulations affecting this lot If so, please provide details: **None, to the best of my knowledge.**

(h) The Owners Corporation has the following insurance cover:

Policy No:	P-011780
Type:	Strata
Broker:	Honan Insurance Group Pty Ltd
Insurer:	Axis Underwriting Services Pty Ltd Level 5, 90 Collins Street MELBOURNE VIC 3000
Premium:	$28,980.97
Paid on:	28/11/2025
Policy start date:	31/08/2025
Next due:	31/08/2026

Coverage	**Insured Amount**	**Excess**	**Notes**
Buildings Insurance	$16,710,584.00	$2,000.00	Each and Every Claim
Common Area Contents	$167,106.00	$0.00	
Loss of Rent	$2,506,588.00	$0.00	
Public or Legal Liability	$20,000,000.00	$0.00	
Personal Accident	$200,000.00	$0.00	7 Days Waiting Period
Fidelity Guarantee	$100,000.00	$0.00	
Office Bearer's Legal Liability	$2,000,000.00	$0.00	
Government Audit Costs	$25,000.00	$0.00	
Appeal Expenses	$100,000.00	$0.00	
Legal Defence Expenses	$50,000.00	$0.00	

(i) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act If so then provide the date of that resolution: **N/A**

(j) The total funds held by the Owners Corporation are set out in the Financial Statement of Position attached to this Certificate. **Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs. Please contact our office should you have any further enquiries.**

(k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above If so, then provide details: **Refer to the Minutes of the 13/11/2025**

(l) Are there any current contracts, leases, licences or agreements affecting the common property If so, then provide details: **None, to the best of my knowledge.**

(m) Are there any current agreements to provide services to lot owners, occupiers or the public If so, then provide details: **A contract of appointment to provide Owners Corporation Management Services is currently held with Campbells Corporate Services**

(n) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied If so, then provide details: **None, to the best of my knowledge.**

(o) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings If so, then provide details: **None, to the best of my knowledge.**

(p) Has the Owners Corporation appointed, or resolved to appoint, a manager If so, then provide details:

Campbell Corporate Services
Suite 4, 596 North Road
Ormond, VIC 3204
Telephone: (03) 9575 8000

(q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator. **None, to the best of my knowledge.**

(r) Documents required to be attached to the Owners Corporation certificate are:

- A copy of the minutes of the last annual general meeting of the Owners Corporation
- A copy of the consolidated rules registered at Land Victoria
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

<u>IMPORTANT:</u> This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to gerard@campbellcs.com.au . Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.

3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.

4. The information is subject to change without notice.

5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

Campbell Corporate Services
Suite 4, 596 North Road
Ormond, VIC 3204

Requests for Certificate/s must be accompanied by a cheque payable to: **Campbell Corporate Services**
Schedule of rates is available on application to: gerard@campbellcs.com.au.

Phone: **(03) 9575 8000**
Date of Issue: 29/07/2026
This Owners Corporation certificate was prepared by:

Gerard Leslie
Manager
As the Delegate of the Owners Corporation

<u>**Rules for Owners Corporation**</u>

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

(a) chemicals, liquids, gases, or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a subcommittee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a Lot owner or occupier that is more than the amount that the supplier would have charged the Lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the Lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the Lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the Lot owner or occupier and the owners corporation has given the

Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or
(b) is paid directly to the Lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

An owner or occupier of a Lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

1. An owner or occupier of a Lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a Lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the Lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen, or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of Lots

An owner or occupier of a Lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the owners corporation.

Example

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

5.2 External appearance of Lots

1. An owner or occupier of a Lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their Lot.
2. An owners corporation cannot unreasonably withhold approval but may give approval subject to reasonable conditions to protect quiet enjoyment of other Lot owners, structural integrity, or the value of other Lots and/or common property.
3. The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
4. The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
5. The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to Lots

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

6. Behaviour of persons

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

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

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

6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

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

   (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO: RP 12068

PROPERTY ADDRESS: Baxter Avenue CHELSEA VIC 3196

Meeting Date: Thursday 13 November 2025

Meeting Location: Alan Niemann Community Hall, 14 Baxter Avenue, Chelsea, VIC, 3196

Time:	Scheduled Time: 07:00 PM	Opened: 07:00 PM	Closed: 08:48 PM

Lots Represented :

Lot	Member Name	Participation
Lot : 2 (F)	Carolyn Evans	In person
Lot : 16 (F)	Miss Lisa Cherie Coate	In person
Lot : 19 (F)	Terry & Moira Connelly	In person
Lot : 20 (F)	Mr Dudley Bruce Douglas Maudlin	In person
Lot : 24 (F)	Tess & Alistair Fraser	In person
Lot : 29 (F)	Sunny Feng	In person
Lot : 30 (F)	Mrs Catherine Terese Edwards	In person
Lot : 41 (F)	Robyn Graham	In person

Chairperson : Gerard Leslie of Campbells Corporate Services

Additional Attendees :

Apologies :

Lot	Member Name

Other Apologies :
Lot 3 (Megan Papworth) - **Proxy** given to Dudley Maudlin
Lot 32 (Sarah McDonald) - **Proxy** given to Dudley Maudlin

Quorum : Upon presentation of all proxies and noting all attendances, it was confirmed that as there was less than 50% of occupiable lots represented, a quorum was not achieved and therefore, in accordance with Section 78 of the Owners Corporation Act 2006, all resolutions are interim resolutions for 29 days. Interim resolutions become resolutions of the Owners Corporation 29 days from the date of interim resolution, should not more than 25% of lots petition against the interim resolution.

1. Motion 1

MINUTES OF PREVIOUS MEETING **Ordinary Resolution**

The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated **12 August 2024** be confirmed as a true and correct record of the proceedings of that meeting.

Additional Details

Motion PASSED

2. Motion 2

MANAGER'S REPORT **Ordinary Resolution**

That the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.

Strata Manager's Report for **Baxter Avenue CHELSEA - OCRP 12068**

Pursuant to Part 6 Section 126 of the Owners Corporations Act 2006, the Manager of the Owners Corporation must submit a report of the Manager's activities to each Annual General Meeting of the Owners Corporation. The report must include details of professional indemnity insurance held by the Manager in compliance with Section 119 (5).

Please refer to the managers report in the attached documents.

Additional Details

Motion PASSED

3. Motion 3

COMMITTEE REPORT **Ordinary Resolution**

The Owners Corporation Members resolve to acknowledge and accept the **verbal report** as presented by the Chairperson of the Committee at the meeting.

The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.

Additional Details

Motion PASSED

4. Motion 4

ELECTION OF COMMITTEE / CHAIRPERSON **Ordinary Resolution**

Under Part 5 of the Owners Corporation Act 2006:

. An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.

. An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members resolve that the following members have been elected to form the committee of the Owners Corporation:

- Lot 2: Carolyn Evans
- Lot 3: Megan Papworth
- Lot 20: Dudley Maudlin
- Lot 32: Sarah Mcdonald

Members of committees and sub-committees also have new duties to:

- act honestly and in good faith
- exercise due care and diligence
- act in the interests of the owners corporations when performing their function
- not make improper use of their position to gain a direct or indirect advantage for themselves or anyone else.

If applicable: The owners corporation resolves to increase the committee to a maximum of 12 members, through an ordinary resolution.

Additional Details

Motion PASSED

5. Motion 5

DELEGATION OF DUTIES **Ordinary Resolution**

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.
2. The power to remove a committee or officer of the Owners Corporation.
3. The power to set the annual fees or levies (except in terms of the Act).

The Owners Corporation members resolve to appoint Paul Campbell as the Public Officer.

Additional Details

Motion PASSED

6. Motion 6

OCCUPATIONAL HEALTH & SAFETY REPORT IS REQUIRED **Ordinary Resolution**

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identify hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years identifying any breaches or risks at the property.

No professional Occupational Health and Safety (OH&S) Audit has been completed by the Owners Corporation at the time of this meeting.
It was resolved by members present **NOT** to arrange a professional OH&S Audit.

Please note that if any risk be identified, the risk should be reported to Campbell Corporate Services immediately so the risk can be addressed.

Additional Details

Motion PASSED

7. Motion 7

ANNUAL ESSENTIAL SAFETY MEASURES REPORT **Ordinary Resolution**

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs and therefore is not required to meet these obligations. However, members are advised of the following;

It is the responsibility of lot owners and or their appointed representative to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of Campbell Corporate Services immediately when identified, so to ensure building compliance.

- Note: For properties with a Fire Alarm System, Fire Rescue Victoria have advised that charging for false alarm of fire calls will recommence as of 1st July 2025.

Additional Details

Motion PASSED

8. Motion 8

ASBESTOS **Ordinary Resolution**

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is 30 June 1978.

It was resolved by members present that an Asbestos Audit is **NOT** required.

Additional Details

Motion PASSED

9. Motion 9

INSURANCE - INSURANCE POLICY INFORMATION **Ordinary Resolution**

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

. Carpet

. Floating Flooring

. Window Furnishing

. Contents / Landlord Cover

. Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided below:

Campbell
CORPORATE SERVICES

Policy No:	P-011780
Type:	Strata
Broker:	Honan Insurance Group Pty Ltd
Insurer:	Axis Underwriting Services Pty Ltd Level 5, 90 Collins Street MELBOURNE VIC 3000
Premium:	$28,980.97
Paid on:	01/01/1900
Policy start date:	31/08/2025
Next due:	31/08/2026

Coverage	Insured Amount	Excess	Notes
Buildings Insurance	$16,710,584.00	$2,000.00	Each and Every Claim
Common Area Contents	$167,106.00		
Loss of Rent	$2,506,588.00		
Public or Legal Liability	$20,000,000.00		
Personal Accident	$200,000.00		7 Days Waiting Period
Fidelity Guarantee	$100,000.00		
Office Bearer's Legal Liability	$2,000,000.00		
Government Audit Costs	$25,000.00		
Appeal Expenses	$100,000.00		
Legal Defence Expenses	$50,000.00		

As disclosed within the Management Agreement, Campbell Corporate Services is paid a fee for placing the insurance cover for your property. The fee renumerates Campbell Corporate Services for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that Campbell Corporate Services are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

Additional Details

Motion PASSED

10. Motion 10

INSURANCE - INSURANCE EXCESS **Ordinary Resolution**

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

Additional Details

Motion PASSED

11. Motion 11

INSURANCE - OFFICE BEARERS LIABILITY INSURANCE **Ordinary Resolution**

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

It was noted that the current Office Bearer's Liability sum insured is insured at $0.00

Additional Details

Motion PASSED

12. Motion 12

INSURANCE - INSURANCE VALUATION RENEWAL **Ordinary Resolution**

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

The insurance valuation report for the Owners Corporation **has not been completed**. Therefore the valuation report for insurance purposes **is required**.
Owners Corporation Members resolve **NOT** to obtain a valuation for insurance purposes and instead opt for a CPI increase only.

Additional Details

Motion PASSED

13. Motion 13

INSURANCE - RENEWAL INSTRUCTIONS **Ordinary Resolution**

The Owners Corporation Members resolve that Campbell Corporate Services is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, Campbell Corporate Services will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

It was also resolved that a special levy be struck for the insurance if there is not enough money in the Owners Corporation account at the time of the insurance - It was also resolved that a loan be undertaken to cover any short fall in the account.

Additional Details

Motion PASSED

14. Motion 14

FINANCIAL STATEMENTS **Ordinary Resolution**

The Owners Corporation Members note that pursuant to Section 7 of the Owners Corporation Act 2006, this Owners Corporation defined as a Tier 2 Owners Corporation (51 to 100 occupiable lots) and must, after the end of each financial year, have its financial statements reviewed by an independent person.

The Owners Corporation resolve to audit or review the financial statements and agree that all cost associated with audits / reviews completed by an external party will be at the cost of the Owners Corporation.

That the Financial Statements for the period 01 July 2024 - 30 June 2025 , as prepared and presented, be accepted with the closing balances, as follows:

- Members Administration Fund Closing Balance : $32,150.83
- Cash at bank balance (as of AGM date) : $19,104.75

Additional Details

Motion PASSED

15. Motion 15

BUDGET - ADMINISTRATION FUND BUDGET **Ordinary Resolution**

The Owners Corporation Members resolve that the Administrative Fund Budget for the period 01 July 2025 - 30 June 2026 , be confirmed at **$90,518.30** .
To Note: The initial proposed budget was $86, 065.66. However it was agreed to simply increase last years budget ($80,518.30) by a further $10k. This would assist the Owners Corporation in raising their cash at bank and avoiding the constant issue of special levies each year.

Additional Details

Motion PASSED

16. Motion 16

BUDGET - MAINTENANCE / SINKING FUND BUDGET **Ordinary Resolution**

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

Additional Details

Motion PASSED

17. Motion 17

BUDGET - LEVY CONTRIBUTIONS **Ordinary Resolution**

The Owners Corporation Members resolve that the levy statements be issued in line with the below table in accordance with lot liability.

Administrative Fund

Levy Period	**Amount for the period(GST incl or exc)**	**Due and payable By**	**Status**
Pre - Issue 1 [01/07/2025-30/09/2025]	$20,129.40	01/07/2025	Issued
Instalment 2 [01/10/2025-31/12/2025]	$20,129.40	01/10/2025	Issued
Instalment 3 [01/01/2026-31/03/2026]	$25,129.75	01/01/2026	Not set
Instalment 4 [01/04/2026-30/06/2026]	$25,129.75	01/04/2026	Not set
	Financial Year Total $90,518.30		
Next Pre Issue 1	$25,129.75	01/07/2026	

Maintenance Fund

Levy Period	**Amount for the period(GST incl or exc)**	**Due and payable By**	**Status**
Pre - Issue 1 [01/07/2025-30/09/2025]	$0.00	01/07/2025	Not set
Instalment 2 [01/10/2025-31/12/2025]	$0.00	01/10/2025	Not set
Instalment 3 [01/01/2026-31/03/2026]	$0.00	01/01/2026	Not set
Instalment 4 [01/04/2026-30/06/2026]	$0.00	01/04/2026	Not set
	Financial Year Total $0.00		
Next Pre Issue 1			

The Owners Corporation Members resolve that the levy statements be issued **a quarterly** in advance and in accordance with lot liability.

Please note: if your levy frequency is set as quarterly, the first quarter has been issued and collected based on the previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards

Additional Details

Motion PASSED

18. Motion 18

DEBT RECOVERY **Ordinary Resolution**

The Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

Stage	Days in Arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	No Fee
3	30	Final Fee Notice	$66
4	60	Debt Collection Notice	$44

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.

Additional Details

Motion PASSED

19. Motion 19

PENALTY INTEREST **Ordinary Resolution**

That the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

Additional Details

Motion PASSED

20. Motion 20

SALES ADMINISTRATION CHARGE **Ordinary Resolution**

The Owners Corporation Members present resolved by simple majority to have the Sales Administration Levy (currently $120) charged to the vendor of the lot for sale.

The $120 sale charge covers our office's administration relating to the sale of a Lot under our management. It includes the following:

- Correspondence with sales agents and the Owners Corporation Committee regarding the erecting and removal of FOR SALE signs.
- Receipt and processing of Notice of Disposition.
- Receipt and processing of Notice of Acquisition.
- Recording the transfer of ownership and updating our records with the new Lot Owner's details.
- Issuing the Welcome Pack to the new owner, which includes information on Local Regulations, OC rules, Permissions Granted for the Building, Move In/Out Information, etc.

This is separate to an Owners Corporation Certificate and associated fee which relates to the provision of OC information to the applicant.

Additional Details

Motion PASSED

21. Motion 21

UTILITY BROKERING **Ordinary Resolution**

That the Owners Corporation authorize Management to review the common electricity account (where applicable) to source and apply the best available pricing for the Owners Corporation.

Additional Details

Motion PASSED

22. Discussion Item 22

PROPERTY MAINTENANCE

CUTTING BACK OVERHANGING TREE
A request was made by 6 Orana Crescent (Sunny Feng) to cut back tree branches from the common park land that were currently overhanging their fence line and roof. Concern was raised about causing damage or potentially blocking their gutters during windy or rainy weather. **Posts Meeting Note**: CP Dudley Maudlin to look into this further.

Additional Details

23. Motion 23

MAINTENANCE PLAN RESOLUTION **Ordinary Resolution**

Pursuant to Section 36 of the Owners Corporation Act 2006, Tier 1 and Tier 2 Owners Corporations must prepare and approve a maintenance plan for the property for which it is responsible.

It was noted that, as defined in Section 7 of the Owners Corporation Act 2006, this Owners Corporation considered as a tier 2.

It was noted that the Owners Corporation has **NOT** prepared and approved a Maintenance Plan.

Additional Details

Motion PASSED

24. Motion 24

MANAGEMENT CONTRACT **Ordinary Resolution**

The Owners Corporation Members resolve to appoint Campbell Corporate Services for a fee of **$14,140.66** (Including GST) per annum for a 1 year/s term.

Please note the contract will be sent via DocuSign to **Lot 20** (Dudley Maudlin) and **Lot 2** (Carolyn Evans).

Additional Details

Motion PASSED

25. Motion 25

GENERAL BUSINESS **Ordinary Resolution**

PARKING ON FRONT LAWNS
An issue was raised prior to the meeting in relation to lot owners parking on their front lawns - noting however that based on the plan of subdivision, this area falls within the lot owners private property. The argument this was due to damage caused to the grass from vehicle tyres which would have a negative impact on the 'look and feel' of the Owners Corporation. **Post Meeting Note**: CP Dudley Maudlin to speak directly with the lot owner who raised this concern.

CANOPY PROPOSAL - OUTSIDE GARAGE (LOT 45)
A request was made by 2 Jacksons Road (Jing Ouyang) to install a canopy at the front of their garage. This request is due to their current garage not being high enough to house their vehicle and they are exploring whether a canopy might be a practical solution. **Post Meeting Note**: CP Dudley Maudlin to speak directly with the lot owner who raised this question and will look into the proposal in more detail.

DOUBLE STORY PROPOSAL
Prior to the AGM there had been several owners raising the question of turning their property into a double story lot - and whether or not this would be approved by the Owners Corporation. After pre-discussion amongst the committee group, and further discussion at the AGM - it was noted that (for now) only one of these requests have been tentatively approved. That being for Lot 24 (19 Baxter Avenue) - Tess & Alistair Fraser.

LOCAL (REGISTERED RULES)
It was mentioned on a number of occasions that although we may have local (registered) rules in place, they are somewhat dated, and we now need to look to the future and consider being more flexible (under the right circumstances) with some of the requests being presented to the Owners Corporation. This will eventually lead into the local rules being re-assessed and potentially re-written and formalised. The precise wording on this topic was as follows:

"The Owners Corporation rules were discussed and it was decided that as a community it is important to be reasonable and flexible in regard to requests from owners for changes and improvements to their properties. It was further pointed out that the Owners Corporation rules in their current format were drafted some 47 years ago, and strict adherence in todays climate is something that owners don't believe would be reasonable".

INSURANCE RENEWAL - INSUFFICIENT FUNDS / SPECIAL LEVY
It was noted and discussed that the building insurance renewal was currently overdue as the property has insufficient funds for payment. Initially we were waiting on the October levies to come through in the hope that this would have been sufficient, but unfortunately it was not. Despite being on good terms with the broker/insurance company in relation to extension of time to make payment (whilst still being covered) - we still needed to come up with additional funds. As such it was agreed by all present to raise a once off $250.00 special levy to cover this cost.

PARK UPGRADE
Members briefly discussed the common property park in the middle of our Owners Corporation and the consideration to "upgrade" and make the most of it. Amongst other things, this may also include more overflow parking being installed. For now however (due to various factors) this will need to be placed on pause until the Owners Corporation are back in the black from a financial perspective.

Additional Details

Motion PASSED

26. Motion 26

NEXT ANNUAL GENERAL MEETING **Ordinary Resolution**

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

Date	August 2026
Time	07:00 PM
Venue	Alan Niemann Community Hall, 14 Baxter Avenue, Chelsea, VIC, 3196 (Keys to be obtained from Council)

The date, time and/or location may be changed in the event of unforeseen circumstances. Management reserves the right to alter the meeting

Campbell
CORPORATE SERVICES

schedule without consultation of the Owners Corporation.

Note: additional fees will occur for meeting outside business hours

Additional Details

Motion PASSED

27. Motion 27

CCS FEEDBACK SURVEY **Ordinary Resolution**

Campbell Corporate Services would welcome your feedback on our service over the last 12 months.

Please complete this feedback form of 6 short questions so that we may continuously improve.

Your manager will copy and paste this link into the meeting chat or you can scan the QR code below.

https://forms.office.com/r/yC9xPJb1Y3

Additional Details

28. Discussion Item 28

Continuous Improvement

We are excited to share some important news regarding your Owners Corporation management at the property. As part of our ongoing commitment to continuous improvement, we have upgraded the software we use to manage your Owners Corporation. This new platform will significantly enhance our communication and provide greater transparency regarding your Owners Corporation's finances and activities.

Key Features of the Online Portal:

. **Financial Transparency:** Access detailed insights into your Owners Corporation's financials, including helpful graphs illustrating how your fees are allocated

. **Documentation Management**: Copies of all correspondence including levies, AGM Minutes, and notices stored in one place for quick reference anytime.

. **Streamlined Invoice Approval:** Committee members will benefit from a more efficient invoice approval process.

. **Maintenance Requests:** Log maintenance requests conveniently through the portal.

. **Job Tracking:** Easily track maintenance items and their status.

What This Means for You:

. All correspondence will still come from the same emails you're used to such as info@campbellcs.com.au.

. I will continue to be your Owners Corporation Manager and your primary contact for all things OC related.

. Your OC levies and payment details will remain unchanged, though you will have more payment options availablein the portal.

. You can expect a fresh look in our communications, featuring a new font and layout.

Visit https://help.campbellcs.com.au/ccs-portal to learn more or request an invitation!

Further, if you need to make an application for anything you can lodge a request using one of our forms on our website. Examples include:

- Solar panel installations,
- Advertising boards,

Campbell
CORPORATE SERVICES

- Insurance claim lodgements,
- Payment plan requests, and
- The ability to update your communication preferences.

By using these forms, we can streamline the approval process to ensure no delay in getting your request reviewed by the committee!

Visit https://help.campbellcs.com.au/client-forms to see what forms we have available.

Additional Details

Budget Report - Approved

For the period of 01/07/2025 to 30/06/2026

Administrative Fund

# Item	Previous Actuals ($) 07/24 - 06/25	Previous Budget ($) 07/24 - 06/25	Approved Budget ($) 07/25 - 06/26
Income			
** [703373] Costs Payable By Owner	$3,111.48	$0.00	$0.00
Levy Income			
[700071] Regular Contributions	$80,518.66	$80,518.30	$90,518.30
** [700072] Special Contributions	$21,200.00	$0.00	$0.00
** [700074] Miscellaneous Charges	($120.00)	$0.00	$0.00
** [700254] Overdue Interest	$253.71	$0.00	$0.00
** [700255] Debt Recovery Charges	$616.00	$0.00	$0.00
Total Income	**$105,579.85**	**$80,518.30**	**$90,518.30**
Expenses			
Administrative Expense			
[200065] Disbursement	$4,770.00	$4,770.00	$5,565.00
** [200273] Debt Recovery	($158.33)	$0.00	$0.00
** [200418] Legal Fee	$9,779.83	$0.00	$0.00
[200671] Management Fees - Additional Services	$492.00	$800.00	$800.00
[200851] Audit Fee	$1,400.00	$1,400.00	$1,400.00
[200861] Accounting Fee	$160.00	$160.00	$160.00
Building Maintenance			
[200214] Plumbing Maintenance	$4,486.20	$2,500.00	$3,000.00
** [202879] Repairs & Maintenance	$1,936.15	$0.00	$0.00
Garden/Lawn Maintenance			
[201477] tree/shrub trimming	$4,400.00	$2,500.00	$3,000.00
Ground Maintenance			
[200049] Lawns & Gardening	$27,920.00	$24,000.00	$28,000.00
Insurance			
[200066] Insurance Premium	$25,300.44	$27,387.00	$29,000.00
** [200069] Insurance Valuations	$0.00	$2,134.00	$0.00
Standard Management Fees			
[200099] Standard Management Fees	$13,467.31	$13,467.30	$14,140.66
Utility			
[200094] Electricity	$920.99	$1,400.00	$1,000.00
Total Expenses	**$94,874.59**	**$80,518.30**	**$86,065.66**
Surplus / Deficit	**$10,705.26**	**$0.00**	**$4,452.64**
Opening Balance	**$21,445.57**	**-**	**$32,150.83**
Closing Balance	**$32,150.83**	**-**	**$36,603.47**
Total units of entitlement	-	-	10600
Levy contribution per unit entitlement	-	-	$8.54

** Not in the selected budget but may be found in the previous budget or previous actuals.

Budget Report - Proposed

For the period of 01/07/2025 to 30/06/2026

Maintenance Fund

#	Item	Previous Actuals ($) 07/24 - 06/25	Previous Budget ($) 07/24 - 06/25	Proposed Budget ($) 07/25 - 06/26
Income				
	Total Income	**$0.00**	**$0.00**	**$0.00**
Expenses				
	Total Expenses	**$0.00**	**$0.00**	**$0.00**
	Surplus / Deficit	**$0.00**	**$0.00**	**$0.00**
	Opening Balance	**$0.00**	**-**	**$0.00**
	Closing Balance	**$0.00**	**-**	**$0.00**
Total units of entitlement		-	-	10600
Levy contribution per unit entitlement		-	-	$0.00

** Not in the selected budget but may be found in the previous budget or previous actuals.

Levy Scheduled report to apply from 01/07/2025

Every 3 months (Quarterly) levy instalments that apply to each lot from budgets accepted by the general meeting:

Lot Liability

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
1	1	27	200.00	$379.80	$0.00	$379.80	$1,707.90
2	1	27	200.00	$379.80	$0.00	$379.80	$1,707.90
3	1	27	200.00	$474.15	$0.00	$474.15	$1,707.90
4	1	27	200.00	$474.15	$0.00	$474.15	$1,707.90
1	2	25	200.00	$379.80	$0.00	$379.80	$1,707.90
2	2	25	200.00	$379.80	$0.00	$379.80	$1,707.90
3	2	25	200.00	$474.15	$0.00	$474.15	$1,707.90
4	2	25	200.00	$474.15	$0.00	$474.15	$1,707.90
1	3	23	200.00	$379.80	$0.00	$379.80	$1,707.90
2	3	23	200.00	$379.80	$0.00	$379.80	$1,707.90
3	3	23	200.00	$474.15	$0.00	$474.15	$1,707.90
4	3	23	200.00	$474.15	$0.00	$474.15	$1,707.90
1	4	49	200.00	$379.80	$0.00	$379.80	$1,707.90
2	4	49	200.00	$379.80	$0.00	$379.80	$1,707.90
3	4	49	200.00	$474.15	$0.00	$474.15	$1,707.90
4	4	49	200.00	$474.15	$0.00	$474.15	$1,707.90
1	5	47	200.00	$379.80	$0.00	$379.80	$1,707.90
2	5	47	200.00	$379.80	$0.00	$379.80	$1,707.90
3	5	47	200.00	$474.15	$0.00	$474.15	$1,707.90
4	5	47	200.00	$474.15	$0.00	$474.15	$1,707.90
1	6	45	200.00	$379.80	$0.00	$379.80	$1,707.90
2	6	45	200.00	$379.80	$0.00	$379.80	$1,707.90
3	6	45	200.00	$474.15	$0.00	$474.15	$1,707.90
4	6	45	200.00	$474.15	$0.00	$474.15	$1,707.90
1	7	43	200.00	$379.80	$0.00	$379.80	$1,707.90
2	7	43	200.00	$379.80	$0.00	$379.80	$1,707.90
3	7	43	200.00	$474.15	$0.00	$474.15	$1,707.90
4	7	43	200.00	$474.15	$0.00	$474.15	$1,707.90
1	8	41	200.00	$379.80	$0.00	$379.80	$1,707.90
2	8	41	200.00	$379.80	$0.00	$379.80	$1,707.90
3	8	41	200.00	$474.15	$0.00	$474.15	$1,707.90

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
4	8	41	200.00	$474.15	$0.00	$474.15	$1,707.90
1	9	39	200.00	$379.80	$0.00	$379.80	$1,707.90
2	9	39	200.00	$379.80	$0.00	$379.80	$1,707.90
3	9	39	200.00	$474.15	$0.00	$474.15	$1,707.90
4	9	39	200.00	$474.15	$0.00	$474.15	$1,707.90
1	10	37	200.00	$379.80	$0.00	$379.80	$1,707.90
2	10	37	200.00	$379.80	$0.00	$379.80	$1,707.90
3	10	37	200.00	$474.15	$0.00	$474.15	$1,707.90
4	10	37	200.00	$474.15	$0.00	$474.15	$1,707.90
1	11	35	200.00	$379.80	$0.00	$379.80	$1,707.90
2	11	35	200.00	$379.80	$0.00	$379.80	$1,707.90
3	11	35	200.00	$474.15	$0.00	$474.15	$1,707.90
4	11	35	200.00	$474.15	$0.00	$474.15	$1,707.90
1	12	33	200.00	$379.80	$0.00	$379.80	$1,707.90
2	12	33	200.00	$379.80	$0.00	$379.80	$1,707.90
3	12	33	200.00	$474.15	$0.00	$474.15	$1,707.90
4	12	33	200.00	$474.15	$0.00	$474.15	$1,707.90
1	13	31	200.00	$379.80	$0.00	$379.80	$1,707.90
2	13	31	200.00	$379.80	$0.00	$379.80	$1,707.90
3	13	31	200.00	$474.15	$0.00	$474.15	$1,707.90
4	13	31	200.00	$474.15	$0.00	$474.15	$1,707.90
1	14	29	200.00	$379.80	$0.00	$379.80	$1,707.90
2	14	29	200.00	$379.80	$0.00	$379.80	$1,707.90
3	14	29	200.00	$474.15	$0.00	$474.15	$1,707.90
4	14	29	200.00	$474.15	$0.00	$474.15	$1,707.90
1	15	27	200.00	$379.80	$0.00	$379.80	$1,707.90
2	15	27	200.00	$379.80	$0.00	$379.80	$1,707.90
3	15	27	200.00	$474.15	$0.00	$474.15	$1,707.90
4	15	27	200.00	$474.15	$0.00	$474.15	$1,707.90
1	16	25	200.00	$379.80	$0.00	$379.80	$1,707.90
2	16	25	200.00	$379.80	$0.00	$379.80	$1,707.90
3	16	25	200.00	$474.15	$0.00	$474.15	$1,707.90
4	16	25	200.00	$474.15	$0.00	$474.15	$1,707.90
1	17	16	200.00	$379.80	$0.00	$379.80	$1,707.90
2	17	16	200.00	$379.80	$0.00	$379.80	$1,707.90

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
3	17	16	200.00	$474.15	$0.00	$474.15	$1,707.90
4	17	16	200.00	$474.15	$0.00	$474.15	$1,707.90
1	18	14	200.00	$379.80	$0.00	$379.80	$1,707.90
2	18	14	200.00	$379.80	$0.00	$379.80	$1,707.90
3	18	14	200.00	$474.15	$0.00	$474.15	$1,707.90
4	18	14	200.00	$474.15	$0.00	$474.15	$1,707.90
1	19	12	200.00	$379.80	$0.00	$379.80	$1,707.90
2	19	12	200.00	$379.80	$0.00	$379.80	$1,707.90
3	19	12	200.00	$474.15	$0.00	$474.15	$1,707.90
4	19	12	200.00	$474.15	$0.00	$474.15	$1,707.90
1	20	18	200.00	$379.80	$0.00	$379.80	$1,707.90
2	20	18	200.00	$379.80	$0.00	$379.80	$1,707.90
3	20	18	200.00	$474.15	$0.00	$474.15	$1,707.90
4	20	18	200.00	$474.15	$0.00	$474.15	$1,707.90
1	21	20	200.00	$379.80	$0.00	$379.80	$1,707.90
2	21	20	200.00	$379.80	$0.00	$379.80	$1,707.90
3	21	20	200.00	$474.15	$0.00	$474.15	$1,707.90
4	21	20	200.00	$474.15	$0.00	$474.15	$1,707.90
1	22	22	200.00	$379.80	$0.00	$379.80	$1,707.90
2	22	22	200.00	$379.80	$0.00	$379.80	$1,707.90
3	22	22	200.00	$474.15	$0.00	$474.15	$1,707.90
4	22	22	200.00	$474.15	$0.00	$474.15	$1,707.90
1	23	24	200.00	$379.80	$0.00	$379.80	$1,707.90
2	23	24	200.00	$379.80	$0.00	$379.80	$1,707.90
3	23	24	200.00	$474.15	$0.00	$474.15	$1,707.90
4	23	24	200.00	$474.15	$0.00	$474.15	$1,707.90
1	24	19	200.00	$379.80	$0.00	$379.80	$1,707.90
2	24	19	200.00	$379.80	$0.00	$379.80	$1,707.90
3	24	19	200.00	$474.15	$0.00	$474.15	$1,707.90
4	24	19	200.00	$474.15	$0.00	$474.15	$1,707.90
1	25	17	200.00	$379.80	$0.00	$379.80	$1,707.90
2	25	17	200.00	$379.80	$0.00	$379.80	$1,707.90
3	25	17	200.00	$474.15	$0.00	$474.15	$1,707.90
4	25	17	200.00	$474.15	$0.00	$474.15	$1,707.90

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
1	26	15	200.00	$379.80	$0.00	$379.80	$1,707.90
2	26	15	200.00	$379.80	$0.00	$379.80	$1,707.90
3	26	15	200.00	$474.15	$0.00	$474.15	$1,707.90
4	26	15	200.00	$474.15	$0.00	$474.15	$1,707.90
1	27	2	200.00	$379.80	$0.00	$379.80	$1,707.90
2	27	2	200.00	$379.80	$0.00	$379.80	$1,707.90
3	27	2	200.00	$474.15	$0.00	$474.15	$1,707.90
4	27	2	200.00	$474.15	$0.00	$474.15	$1,707.90
1	28	4	200.00	$379.80	$0.00	$379.80	$1,707.90
2	28	4	200.00	$379.80	$0.00	$379.80	$1,707.90
3	28	4	200.00	$474.15	$0.00	$474.15	$1,707.90
4	28	4	200.00	$474.15	$0.00	$474.15	$1,707.90
1	29	6	200.00	$379.80	$0.00	$379.80	$1,707.90
2	29	6	200.00	$379.80	$0.00	$379.80	$1,707.90
3	29	6	200.00	$474.15	$0.00	$474.15	$1,707.90
4	29	6	200.00	$474.15	$0.00	$474.15	$1,707.90
1	30	8	200.00	$379.80	$0.00	$379.80	$1,707.90
2	30	8	200.00	$379.80	$0.00	$379.80	$1,707.90
3	30	8	200.00	$474.15	$0.00	$474.15	$1,707.90
4	30	8	200.00	$474.15	$0.00	$474.15	$1,707.90
1	31	10	200.00	$379.80	$0.00	$379.80	$1,707.90
2	31	10	200.00	$379.80	$0.00	$379.80	$1,707.90
3	31	10	200.00	$474.15	$0.00	$474.15	$1,707.90
4	31	10	200.00	$474.15	$0.00	$474.15	$1,707.90
1	32	23	200.00	$379.80	$0.00	$379.80	$1,707.90
2	32	23	200.00	$379.80	$0.00	$379.80	$1,707.90
3	32	23	200.00	$474.15	$0.00	$474.15	$1,707.90
4	32	23	200.00	$474.15	$0.00	$474.15	$1,707.90
1	33	21	200.00	$379.80	$0.00	$379.80	$1,707.90
2	33	21	200.00	$379.80	$0.00	$379.80	$1,707.90
3	33	21	200.00	$474.15	$0.00	$474.15	$1,707.90
4	33	21	200.00	$474.15	$0.00	$474.15	$1,707.90
1	34	19	200.00	$379.80	$0.00	$379.80	$1,707.90
2	34	19	200.00	$379.80	$0.00	$379.80	$1,707.90
3	34	19	200.00	$474.15	$0.00	$474.15	$1,707.90

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
4	34	19	200.00	$474.15	$0.00	$474.15	$1,707.90
1	35	17	200.00	$379.80	$0.00	$379.80	$1,707.90
2	35	17	200.00	$379.80	$0.00	$379.80	$1,707.90
3	35	17	200.00	$474.15	$0.00	$474.15	$1,707.90
4	35	17	200.00	$474.15	$0.00	$474.15	$1,707.90
1	36	15	200.00	$379.80	$0.00	$379.80	$1,707.90
2	36	15	200.00	$379.80	$0.00	$379.80	$1,707.90
3	36	15	200.00	$474.15	$0.00	$474.15	$1,707.90
4	36	15	200.00	$474.15	$0.00	$474.15	$1,707.90
1	37	13	200.00	$379.80	$0.00	$379.80	$1,707.90
2	37	13	200.00	$379.80	$0.00	$379.80	$1,707.90
3	37	13	200.00	$474.15	$0.00	$474.15	$1,707.90
4	37	13	200.00	$474.15	$0.00	$474.15	$1,707.90
1	38	11	200.00	$379.80	$0.00	$379.80	$1,707.90
2	38	11	200.00	$379.80	$0.00	$379.80	$1,707.90
3	38	11	200.00	$474.15	$0.00	$474.15	$1,707.90
4	38	11	200.00	$474.15	$0.00	$474.15	$1,707.90
1	39	9	200.00	$379.80	$0.00	$379.80	$1,707.90
2	39	9	200.00	$379.80	$0.00	$379.80	$1,707.90
3	39	9	200.00	$474.15	$0.00	$474.15	$1,707.90
4	39	9	200.00	$474.15	$0.00	$474.15	$1,707.90
1	40	7	200.00	$379.80	$0.00	$379.80	$1,707.90
2	40	7	200.00	$379.80	$0.00	$379.80	$1,707.90
3	40	7	200.00	$474.15	$0.00	$474.15	$1,707.90
4	40	7	200.00	$474.15	$0.00	$474.15	$1,707.90
1	41	5	200.00	$379.80	$0.00	$379.80	$1,707.90
2	41	5	200.00	$379.80	$0.00	$379.80	$1,707.90
3	41	5	200.00	$474.15	$0.00	$474.15	$1,707.90
4	41	5	200.00	$474.15	$0.00	$474.15	$1,707.90
1	42	3	200.00	$379.80	$0.00	$379.80	$1,707.90
2	42	3	200.00	$379.80	$0.00	$379.80	$1,707.90
3	42	3	200.00	$474.15	$0.00	$474.15	$1,707.90
4	42	3	200.00	$474.15	$0.00	$474.15	$1,707.90
1	43	1	200.00	$379.80	$0.00	$379.80	$1,707.90

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
2	43	1	200.00	$379.80	$0.00	$379.80	$1,707.90
3	43	1	200.00	$474.15	$0.00	$474.15	$1,707.90
4	43	1	200.00	$474.15	$0.00	$474.15	$1,707.90
1	44	11	200.00	$379.80	$0.00	$379.80	$1,707.90
2	44	11	200.00	$379.80	$0.00	$379.80	$1,707.90
3	44	11	200.00	$474.15	$0.00	$474.15	$1,707.90
4	44	11	200.00	$474.15	$0.00	$474.15	$1,707.90
1	45	2	200.00	$379.80	$0.00	$379.80	$1,707.90
2	45	2	200.00	$379.80	$0.00	$379.80	$1,707.90
3	45	2	200.00	$474.15	$0.00	$474.15	$1,707.90
4	45	2	200.00	$474.15	$0.00	$474.15	$1,707.90
1	46	4	200.00	$379.80	$0.00	$379.80	$1,707.90
2	46	4	200.00	$379.80	$0.00	$379.80	$1,707.90
3	46	4	200.00	$474.15	$0.00	$474.15	$1,707.90
4	46	4	200.00	$474.15	$0.00	$474.15	$1,707.90
1	47	6	200.00	$379.80	$0.00	$379.80	$1,707.90
2	47	6	200.00	$379.80	$0.00	$379.80	$1,707.90
3	47	6	200.00	$474.15	$0.00	$474.15	$1,707.90
4	47	6	200.00	$474.15	$0.00	$474.15	$1,707.90
1	48	8	200.00	$379.80	$0.00	$379.80	$1,707.90
2	48	8	200.00	$379.80	$0.00	$379.80	$1,707.90
3	48	8	200.00	$474.15	$0.00	$474.15	$1,707.90
4	48	8	200.00	$474.15	$0.00	$474.15	$1,707.90
1	49	10	200.00	$379.80	$0.00	$379.80	$1,707.90
2	49	10	200.00	$379.80	$0.00	$379.80	$1,707.90
3	49	10	200.00	$474.15	$0.00	$474.15	$1,707.90
4	49	10	200.00	$474.15	$0.00	$474.15	$1,707.90
1	50	12	200.00	$379.80	$0.00	$379.80	$1,707.90
2	50	12	200.00	$379.80	$0.00	$379.80	$1,707.90
3	50	12	200.00	$474.15	$0.00	$474.15	$1,707.90
4	50	12	200.00	$474.15	$0.00	$474.15	$1,707.90
1	51	14	200.00	$379.80	$0.00	$379.80	$1,707.90
2	51	14	200.00	$379.80	$0.00	$379.80	$1,707.90
3	51	14	200.00	$474.15	$0.00	$474.15	$1,707.90
4	51	14	200.00	$474.15	$0.00	$474.15	$1,707.90

Period	Lot	Unit	Lot Liability	Administrative Fund	Maintenance Fund	Every 3 months (Quarterly)	Annual Total
1	52	16	200.00	$379.80	$0.00	$379.80	$1,707.90
2	52	16	200.00	$379.80	$0.00	$379.80	$1,707.90
3	52	16	200.00	$474.15	$0.00	$474.15	$1,707.90
4	52	16	200.00	$474.15	$0.00	$474.15	$1,707.90
1	53	18	200.00	$379.80	$0.00	$379.80	$1,707.90
2	53	18	200.00	$379.80	$0.00	$379.80	$1,707.90
3	53	18	200.00	$474.15	$0.00	$474.15	$1,707.90
4	53	18	200.00	$474.15	$0.00	$474.15	$1,707.90
				$90,518.70	**$0.00**	**$90,518.70**	

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NOTIFICATION PURSUANT TO SECTION 24 (7)

OF THE STRATA TITLES ACT

1967

TO: The Registrar of Titles,
MELBOURNE.

BY unanimous resolution duly passed on the 3rd day of July 1978 the By-Laws then in force in respect of Registered Plan No. 12068 were ~~added to~~ AMENDED OR REPEALED pursuant to Section 24 (3) of the Strata Titles Act 1967 as set out in the Schedule hereto.

FIRST SCHEDULE

NIL

SECOND ~~FIRST~~ SCHEDULE

By-Law No. 3 OF THE FIRST SCHEDULE has been ~~added to~~ AMENDED OR REPEALED IN PART and now reads:-

3. A member or any occupier of a unit shall not -

(a) use the common property or permit the same to be used in such a manner as unreasonably to interfere with the use and enjoyment thereof by other members or occupiers of units or their families or visitors; or

(b) use his unit or permit the same to be used in such a manner or for such purposes as cause a nuisance or hazard to any other member or occupier of any unit or the families or visitors of any such member or occupier; or

(c) erect a dwelling or any other building on the unit or any part of it unless the exterior walls thereto shall be of brick and masonry compatible with the primary building thereon; or

(d) dismantle, remove, erect or re-erect any fence or fences on the unit or any part of it without the consent of the Body Corporat[illegible]

~~SECOND SCHEDULE~~

~~Nil~~

19.9.78

THIRD SCHEDULE

Nil

DATED the 8 day of September 1978.

THE COMMON SEAL of Body Corporate Strata Plan No. 12068 was hereto affixed by direction of BARDOEL NOMINEES PTY. LTD. the Sole Member of the Committee of the Body Corporate:

THE COMMON SEAL OF BODY CORPORATE STRATA PLAN No. 12068

THE COMMON SEAL of BARDOEL NOMINEES PTY. LTD. was hereunto affixed in accordance with its Articles of Association in the presence of:

THE COMMON SEAL OF BARDOEL NOMINEES

........J. Bardoel............ Director

........M. Bardoel............ Secretary