

Contract of Sale of Land

Property:

Unit 103, 310 STATION Street, CHELSEA VIC 3196

STEP UP CONVEYANCING PTY LTD

Level 2/360 Ballarat Road
SUNSHINE NORTH VIC 3020
Tel: 03 7300 8800
Ref: RL:264962

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

WARNING TO ESTATE AGENTS

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../2026

for and on behalf of:

AMELIA SUSAN TRAGARDH (Formerly JONES)

Name of individual

Signature of individual

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.⁴

Table of Contents

Particulars of Sale6

Special Conditions.....8

General Conditions.....9

Particulars of Sale

Vendor's estate agent

Name: OBrien Real Estate - Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: jo.barclay@obrienrealestate.com.au
Tel: 0439394434 Mob: Ref:

Vendor

Name: AMELIA SUSAN TRAGARDH (Formerly JONES)
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: STEP UP CONVEYANCING PTY LTD
Address: Level 2/360 Ballarat Road, Sunshine North VIC 3020
Email: info@stepupconveyancing.com.au
Tel: 03 7300 8800 Mob: Ref: 264962

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12254	Folio	130	15	PS 733265Y

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 103, 310 STATION Street, CHELSEA VIC 3196

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

All fixtures and fittings of a permanent nature as inspected

Payment

Price \$
Deposit \$ by (of which has been paid)
Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount:

Approval
date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Contract of Sale of Land—Special Conditions

Instructions: it is recommended that when adding special conditions:

- ☐ each special condition is numbered;
- ☐ the parties initial each page containing special conditions;
- ☐ a line is drawn through any blank space remaining on this page;
- ☐ attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

1. Electronic conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 1.2 applies, if the box is marked “EC”.

1.1 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*. To the extent of any inconsistency, this special condition 1 has priority over any other provision of this contract, including general condition 18.

1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.3 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*.

1.4 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.

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

1.6 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.

1.7 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 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 1.8 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.
- 1.9 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.
- 1.10 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.

2. Planning Schemes

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes. The Purchaser shall not requisition, object or claim compensation or delay settlement in respect of any restriction or prohibition on the use or development of or any zoning overlay or reservation affecting the property under any Planning Act or scheme or in any legislation or imposed by any authority empowered by legislation to control the use or development of the land.

3. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

4. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

5. Deposit

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

6. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and

- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

7. Land Description

The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given in the Vendor's Statement and in the Particulars of Sale hereof. The Purchaser shall not make any requisitions or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend title or bear all or any part of the cost of doing so provided that nothing herein shall release the Vendor from his obligations or affect the rights of the Purchaser pursuant to Section 9AC of the Sale of Land Act, 1962 (as amended) Condition 3 of Table A of the Third Schedule of the Transfer of Land Act, 1958 shall not apply to this Contract.

8. Default

Should the Purchaser default in payment of any of the purchase moneys herein then the purchaser will pay penalty interest on such outstanding moneys at the rate of 12% from the date of such default until such time as the default is remedied. If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of the land. General condition 33 does not apply to this contract.

8.1 The Purchaser acknowledges that:-

- a. if the Purchaser fails to complete the purchase of the property on the due date under this Contract, the Vendor will or may suffer additional losses and expenses; and
- b. the losses and expenses described in Special Condition 8.3 are agreed to be reasonably foreseeable and shall be deemed to be "reasonably foreseeable loss" for the purposes of General Condition 32 of this Contract.

8.2 The Purchaser shall keep the Vendor indemnified at all times against all liabilities claims proceedings and penalties whatsoever under the Stamps Act 1958 relating to this Contract, any substitute Contract of Sale and the instrument of transfer of the property or any one or more of them.

8.3 The Purchaser agrees that a reasonably foreseeable loss under this contract includes any one or more of the following:

- a. the cost of obtaining bridging finance to complete the vendor's purchase of another property, including interest, legal costs, duty and other costs of or incidental to such bridging finance;
- b. interest and bank charges payable by the vendor under any existing loan or mortgage on the property hereby sold calculated from the due date of settlement;
- c. any moving and storage expenses incurred by the vendor as and from the due date of settlement of the property hereby sold;
- d. legal costs and expenses of the vendor on a representative and own client basis;
- e. where the vendor is purchasing another property ("the vendors purchase") – all interest, expenses and legal costs payable to the vendor in respect of the vendor's purchase, arising from or in consequence of the default in payment of any moneys payable under this contract by the purchaser or owing to any breach of or failure by the purchaser to observe any of the terms and conditions of this contract.

9. Existing Services and Utilities

The Purchaser acknowledges that the property is sold and the Purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas and electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation or delay settlement in respect of any of the following:

- a. The nature, location availability or non-availability of any such installations, services and utilities;
- b. If any such service is a joint service with any other land or building;
- c. If any such service for any other property or building or any parts or connections therefore pass through the property;
- d. If any sewer or water main or connection passes through in or over the property;
- e. If there is a man hole or vent on the property; or
- f. If because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such installation service or utility.

10. Condition of the land

The Purchaser acknowledges that the Purchaser has purchased the Land as a result of the Purchaser's own inspection or inquiries and in its present condition and state of repair subject to all faults both latent and patent and except to any extent expressly provided in this Contract the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters.

General Conditions 31.4, 31.5 and 31.6 do not apply to this Contract.

11. Rates Certificates & Delivery of Adjustments

11.1 The Purchaser agrees to provide copies of all certificates obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

11.2 Further to General Condition 15, Adjustments must be prepared on behalf of the Purchaser and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to the Vendors representative of \$150.00 for the delay in receiving the Statement of Adjustments.

The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law

12. Finance

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 20.2(c) does not apply to this contract. If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract.

13. Settlement rescheduling fee

If settlement is rescheduled due to the purchaser delaying the settlement, the purchaser acknowledges they will pay \$330.00 including GST at settlement for each and every rescheduled settlement.

14. Nomination

If the named Purchaser chooses to nominate a substitute or additional Purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this Contract and it shall be a condition precedent to such nominations that:

(a) If the nominated Purchaser or one of more of them is an incorporated body then the named Purchasers shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body.

(b) Execute any other documents required by the Vendor's representative including a new Contract of Sale.

- (c) The nominated Purchaser shall reimburse the Vendor \$330.00 for costs incurred by their representative in relation to the nomination.

15. GST Withholding

GST Withholding special condition

16.1. In this special condition, section references are to Schedule 1 of the Taxation Administration Act 1953 (Cwth) as amended by Treasury Laws Amendment (2018 Measures No 1) Act 2018 (Cwth) and asterisked terms have the same meanings as when used in that schedule.

16.2. If section 14-255 (1) applies to the supply of the property, the Vendor must give the purchaser the written notice required by that section at least seven days before settlement.

16.3. If Section 14-250 requires the recipient of supply to withhold an amount ("withholding sum") from the consideration payable to the Vendor and pay it to the Commissioner, the purchaser must: Complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum and At settlement, comply with section 16-30(3) by giving the Vendor a bank cheque payable to the Commissioner for the withholding sum or On the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner. Except where the purchaser has complied with the sub-paragraph b. or settlement has occurred using an electronic lodgement network operator, the purchaser must provide the vendor with evidence of payment of the withholding sum as soon as practicable after payment.

16.4. If the purchaser gives to the vendor at settlement a bank cheque payable to the Commissioner for the withholding sum, the vendor must, on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the bank cheque to the Commissioner.

16.5. An amount withheld and paid as required by section 14-250 or applied as described in section 16-30(3) is treated as having been paid to the vendor.

16.6. Except as expressly set out in this special condition, the rights and obligations of the parties under this contract, including without restriction, any obligation of the vendor to apply for the margin scheme, are unchanged.

16.7. In this special condition, 'settlement' means the time when the first *consideration for the *supply (other than consideration provided as a deposit) is first provided.

16. FIRB Approval

17.1 The Purchaser warrants that one of the following apply:

17.1.1 The Purchaser:

- (a) Is not required to provide notice of the entering into of this Contract or the purchase of the property to the Foreign Investment Board (FIRB) or any other relevant authority; and
- (b) Does not require any consent or approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract; or

17.1.2 The Purchaser has obtained any necessary consent or approval from the Foreign Investment Review Board and any other relevant Authority to the purchase of the property by the purchaser on the terms and conditions set out in this Contract.

the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

17.2 If the warranty in the SC17.1 is untrue in any respect the Purchaser must indemnify the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on this warranty when entering into this Contract.

17. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

18. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

18.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

18.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

18.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

18.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

14.7 Payment of the deposit may be made or tendered:

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

However, unless otherwise agreed:

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgment network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or

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

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We		of	
And		of	
		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director(Sign)

Director(Sign)

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	UNIT 103, 310 STATION STREET, CHELSEA VIC 3196	
------	--	--

Vendor's name	AMELIA SUSAN TRAGARDH (Formerly JONES)	Date
		/ /
Vendor's signature		

Purchaser's name	Date
	/ /
Purchaser's signature	
Purchaser's name	Date
	/ /
Purchaser's signature	

1. FINANCIAL MATTERS

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

(a) ☒ Are contained in the attached certificate/s.

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

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

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

unregistered):

☒ Is in the attached copies of title document/s

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

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

3.1 Road Access

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

☐

3.2 Designated Bushfire Prone Area

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

☐

3.3 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

See attached.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 12254 FOLIO 130

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LAND DESCRIPTION

Lot 15 on Plan of Subdivision 733265Y.
PARENT TITLES :
Volume 04361 Folio 009 Volume 10159 Folio 756
Created by instrument PS733265Y 06/10/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
AMELIA SUSAN JONES of 310 STATION STREET CHELSEA VIC 3196
AU284246H 28/04/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY465167L 03/10/2024
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987
S941242N 16/02/1994

DIAGRAM LOCATION

SEE PS733265Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 310 STATION STREET CHELSEA VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 03/10/2024

OWNERS CORPORATIONS

The land in this folio is affected by



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

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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS733265Y

DOCUMENT END

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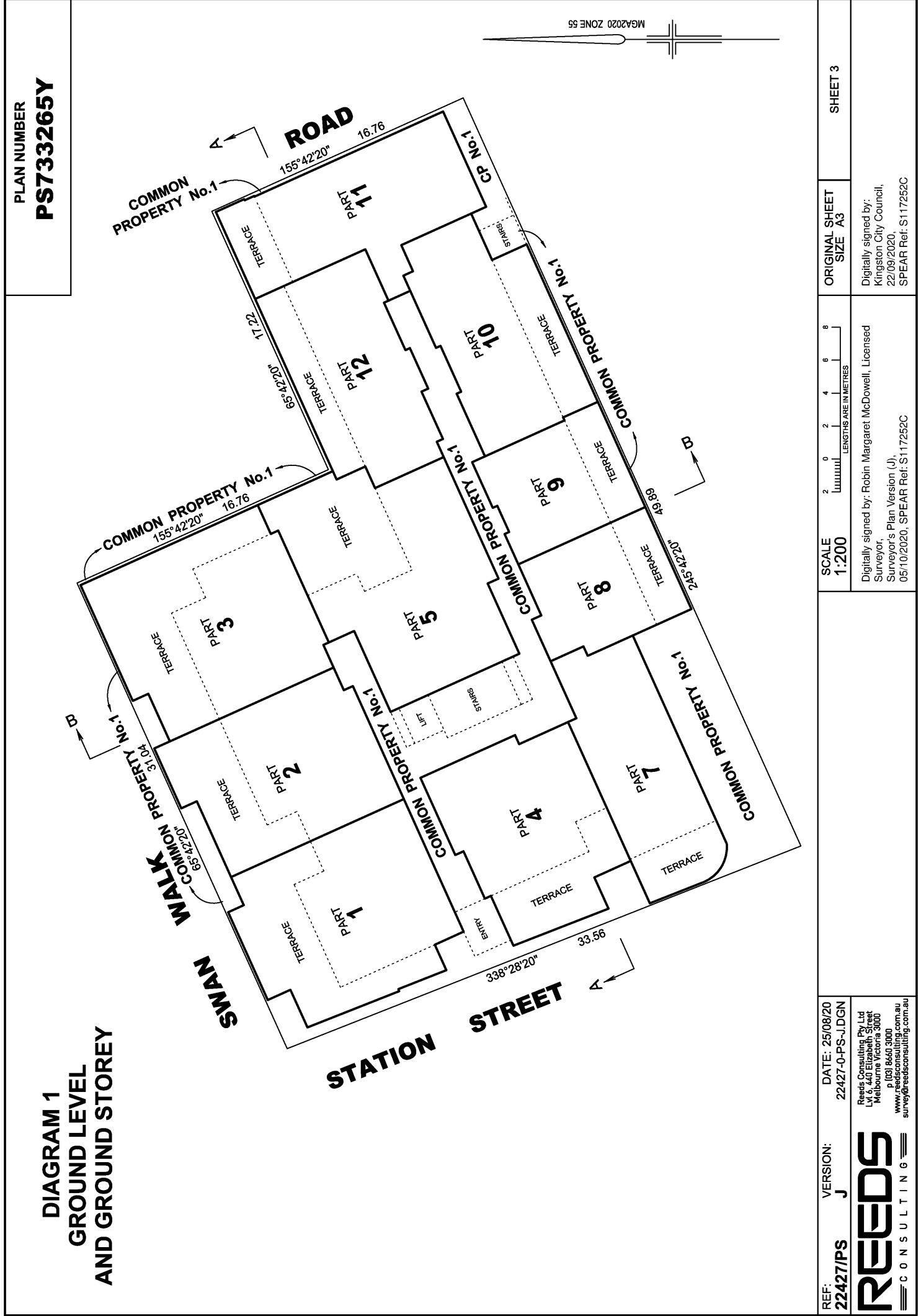
Document Type	Plan
Document Identification	PS733265Y
Number of Pages (excluding this cover sheet)	10
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SUBDIVISION ACT 1988 PLAN OF SUBDIVISION		EDITION 1	PLAN NUMBER PS733265Y	
LOCATION OF LAND PARISH: LYNDHURST TOWNSHIP: -- SECTION: -- CROWN ALLOTMENT: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

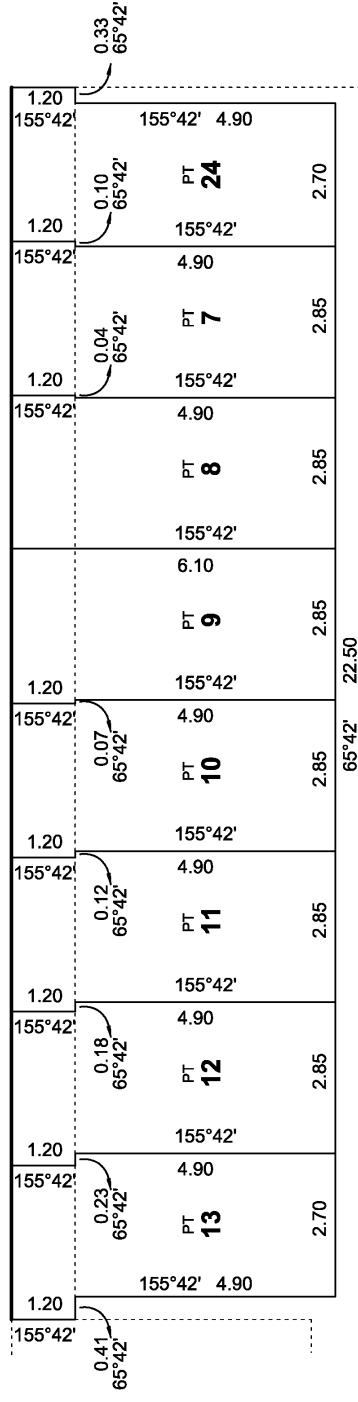


PLAN NUMBER

PS733265Y

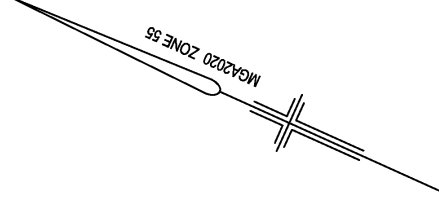
**ENLARGEMENT
DIAGRAM 2 (PART)
BASEMENT**

SEE SHEET 4



COMMON PROPERTY No.1

SEE SHEET 4



SEE SHEET 4

REF: **22427/PS**

VERSION: **J**

DATE: 25/08/2020

22427-0-PS-J.DGN



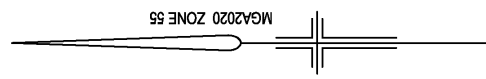
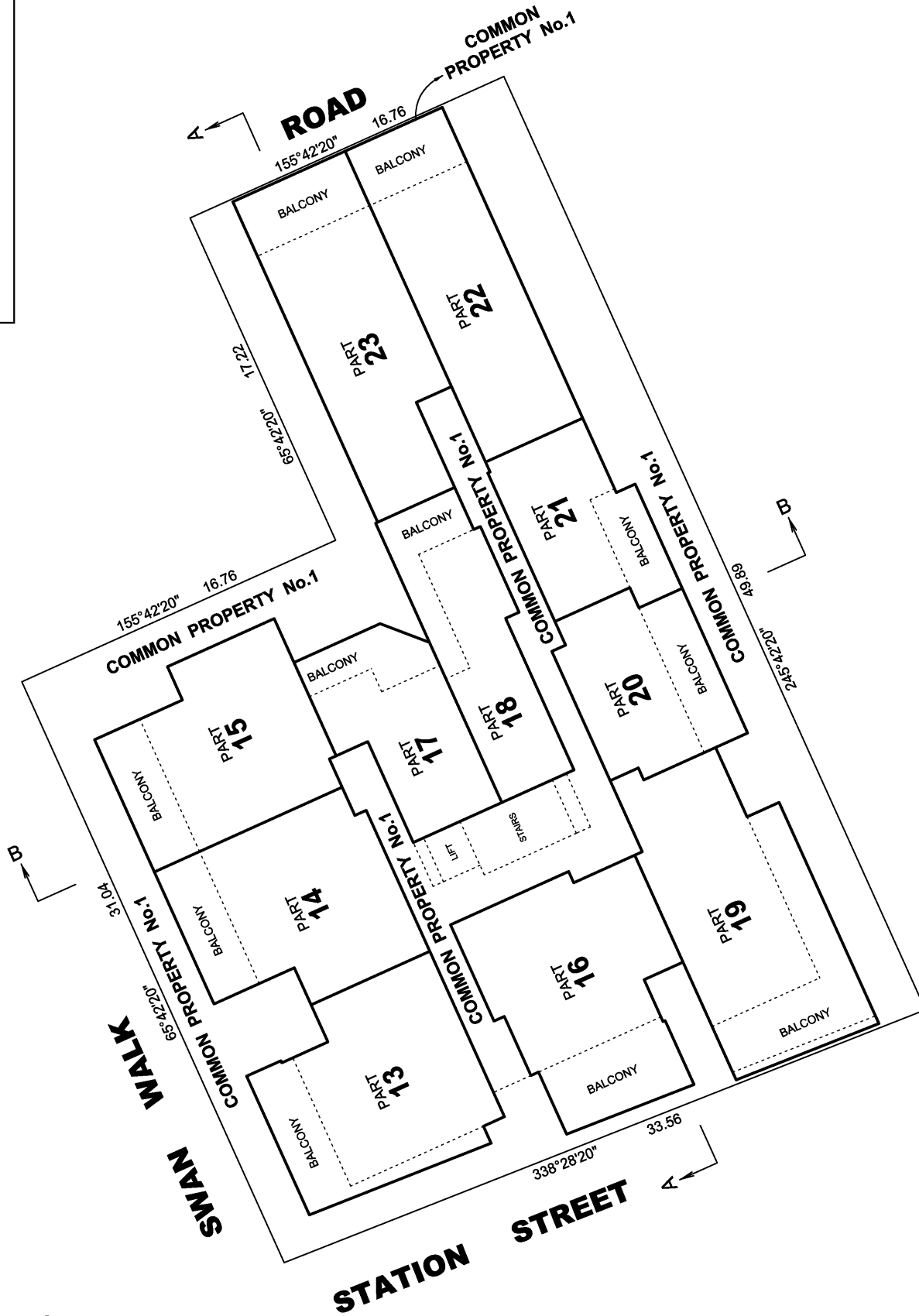
REEDS
CONSULTING

Reeds Consulting Pty Ltd
 Unit 6, 440 Elizabeth Street
 Melbourne Victoria 3000
 p 03 8650 3000
www.reedsconsulting.com.au
sales@reedsconsulting.com.au

	SCALE 1:100 1 0 1 2 3 4 5 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 6
	Digitally signed by: Robin Margaret McDowell, Licensed Surveyor, Surveyor's Plan Version (J), 05/10/2020, SPEAR Ref: S117252C Digitally signed by: Kingston City Council, 22/09/2020, SPEAR Ref: S117252C		

DIAGRAM 3
LEVEL ONE

PLAN NUMBER
PS733265Y



REF: **22427/PS** VERSION: **J** DATE: 25/08/20
22427-O-PS-J.DGN
REEDS
Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

SCALE **1:200**
LENGTHS ARE IN METRES
0 2 4 6 8

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Surveyor's Plan Version (J),
05/10/2020, SPEAR Ref: S117252C

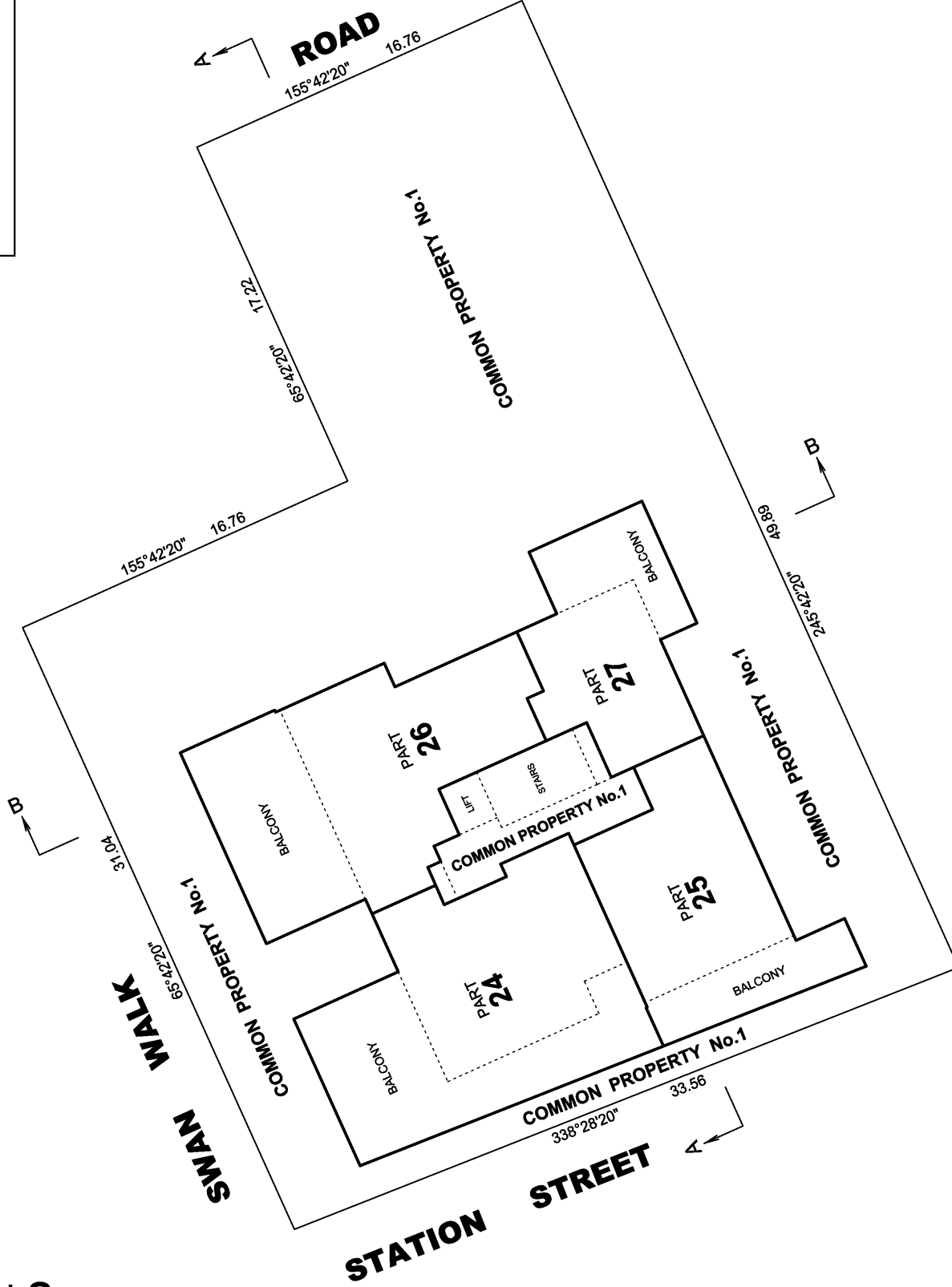
ORIGINAL SHEET SIZE **A3**

SHEET **7**

Digitally signed by:
Kingston City Council,
22/09/2020,
SPEAR Ref: S117252C

DIAGRAM 4
LEVEL TWO

PLAN NUMBER
PS733265Y



REF: 22427/PS J
VERSION: J
DATE: 25/08/20
22427-0-PS-J.DGN

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survey@reedsconsulting.com.au

SCALE 1:200
LENGTHS ARE IN METRES

0 2 4 6 8

05/10/2020, SPEAR Ref: S117252C

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Surveyor's Plan Version (J),
22/09/2020, SPEAR Ref: S117252C

ORIGINAL SHEET SIZE A3
SHEET 8

Digitally signed by:
Kingston City Council,
22/09/2020,
SPEAR Ref: S117252C

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Form 9.1

Responsible
Lodged by Authority.....
Code.....3971T.....

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S941242N

VICTORIA

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

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

LAND (insert Certificate of Title Volume and Folio)

Volume 3912
Folio 782292

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

ADDRESS OF THE LAND

307 STATION STREET, CHELSEA

RESPONSIBLE AUTHORITY (name and address)

City of Chelsea
Municipal Offices, 1 Chelsea Road
CHELSEA 3196

PLANNING SCHEME

Chelsea Planning Scheme

AGREEMENT DATE

7th February 1994

AGREEMENT WITH (Name and Address)

Perorad Developments P/L
43 Patterson Street, Carrum 3197

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

Name of OfficerWARWICK EDWARD SMITH.....

Date14/2/94.....

as 14-4-94

DATED 7TH FEBRUAR

\$60 5941242N

THE MAYOR COUNCILLORS AND CITIZENS
OF THE CITY OF CHELSEA

and

PERORAD DEVELOPMENTS P/L

A.C.N. 006119919 of

43 PATTERSON STREET, CARRUM 3197

AGREEMENT PURSUANT TO SECTION 173

PLANNING AND ENVIRONMENT

ACT 1987 (AS AMENDED)

1.

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

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

AND

PERORAD DEVELOPMENTS P/L of

43 PATTERSON STREET, CARRUM 3197

("the owners") of the other part.

WHEREAS:-

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

2.

NOW IT IS AGREED as follows:

1. "The subject land" shall mean the land described as Lot 6, L.P. 5316 in Certificate of Title Volume 3912 Folio 782292 as comprised in its current title or Lots 1 and 2 on Plan of Subdivision No. PS_327151 F.

2. The Owners (which term shall include the Owners or Owners of the land from time to time) with the intent that their covenants hereunder shall run with the land hereby covenants and agrees that:-

A. Lot 1 on Plan of Subdivision No. P.S. 327151 F, will only be used for the erection and construction of buildings and works for the purpose of a medical centre, in accordance with Planning Permit No. 2288.

B. Lots 2 on Plan of Subdivision No. P.S. 327151 F will only be used for the erection and construction of buildings and works for the purpose of a single dwelling to be built within a building envelope approved pursuant to Town Planning Permit 2306.

C. Should the use of Lot 1 change to contain a single dwelling, lots 1 and 2 must continue to be referred to as the whole, or a part, of a dual occupancy despite the subdivision of the site which created the 2 separate lots.

3.

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

4.

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

THE COMMON SEAL OF THE MAYOR,

COUNCILLORS AND CITIZENS OF THE

CITY OF CHELSEA

was hereunto affixed in
the presence of:

.....*Neil Aspin*.....Mayor

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

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

THE COMMON SEAL of

was hereunto affixed in accordance

with its Articles of Association in

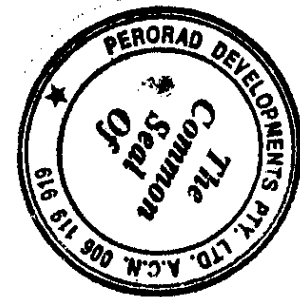
the presence of:

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

Paul Perovic

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

Vaso Perovic





Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS733265Y

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

AU711087A 20/08/2021

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC049738T 06/10/2020

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	128	128
Lot 2	123	123
Lot 3	122	122
Lot 4	127	127
Lot 5	161	161
Lot 7	124	124



Department of Transport and Planning

Owners Corporation Search Report

Produced: 24/08/2026 02:38:41 PM

OWNERS CORPORATION 1
PLAN NO. PS733265Y

Entitlement and Liability:

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

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

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

Statement End.

BUILDING CERTIFICATE
Building Regulations 2018
Regulation 51 (1)



Certificate Number : DP:SLAGM1:530695
Your Reference: 81675125-021-8:96307
Contact: Michelle Slagter
Phone number: 9581 4130

28 August 2026

Property Address: 310 Station Street, CHELSEA VIC 3196

Regulation 51(1)

Building Permits issued by the Relevant Building Surveyor for construction on the allotment during the last 10 years are as follows:

Construction of an Apartment Building - Stage 1	Permit No: 1587/20178782/1	Permit Issue Date: 08/02/2017
Stage 2	Permit No: 1587/20178782/2	Permit Issue Date: 15/01/2018
Stage 3	Permit No: 1587/20178782/3	Permit Issue Date: 19/12/2018
Stage 4	Permit No: 1587/8774452305093	Permit Issue Date: 23/03/2021
Occupancy Permit Date: 26/03/2021		
Building Surveyor: RBS Building Surveyors		

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

Commercial Notes:

The maintenance of 'Essential Services' in all Commercial premises is required pursuant to Part 15 of Building Regulations 2018. Owner/Occupiers should be made aware of the obligations for the Health and Safety of building occupiers. Maintenance is required on a regular basis to ensure effective operation of equipment.

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

A blue ink signature of Dimitrios (Jim) Ploumis.

Dimitrios (Jim) Ploumis
Municipal Building Surveyor

community inspired leadership

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT 011884/01

approved location

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

property details

CHELSEA APARTMENTS
307-310 Station Street, CHELSEA VIC 3196

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

building permit details

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

Approved works: **New Apartment development**

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

Planning Permit number: KP872/2010

building details

Part of building: Basement

Permitted use: Carpark – 27 spaces and
associated stores

BCA class: 7a

Maximum permissible floor load: 2.0kPa

Maximum number of people to be accommodated: 30

Part of building: Ground Floor

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

BCA class: 2

Maximum permissible floor load: 2kPa

Maximum number of people to be accommodated: 40

Part of building: Level 1

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

BCA class: 2

Maximum permissible floor load: 2kPa

Maximum number of people to be accommodated: 36

Part of building: Level 2

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

BCA class: 2

Maximum permissible floor load: 2kPa

Maximum number of people to be accommodated: 16

performance solution

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

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

OCCUPANCY PERMIT 011884/01 (continued)

Basement Floor smoke lobbies

FP1.4

Weatherproofing of external walls

building appeals board determinations and orders

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

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

reporting authorities

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

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

conditions to which this permit is subject

Occupation is subject to the following conditions:

1. Essential safety measures

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

2. Other conditions

Fire Sprinkler System

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

Window Protection

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

OCCUPANCY PERMIT 011884/01 (continued)

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

Paths of Egress, Smoke lobbies and Discharge fire Exits

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

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

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

Up to date logbooks must be provided on site

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

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

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

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

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

**suitability for
occupation**

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

**relevant building
surveyor**



Glenn Driscoll

Registration #: 1587

Occupancy Permit no: 011884/01

Date: 26/03/2021

Date of final inspection: 19/03/2021

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

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

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

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

OCCUPANCY PERMIT 011884/01 *(continued)*

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

OCCUPANCY PERMIT 011884/01 (continued)

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

OCCUPANCY PERMIT 011884/01 *(continued)*

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

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

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

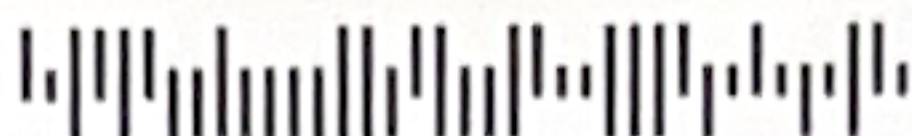


SENDER
City of Kingston
PO Box 1000, Mentone, VIC 3194

Rates & Valuation Notice

Notice for period 1 July 2025 to 30 June 2026

004350



026
H12

A S Tragardh
2A Gull Ct
PATTERSON LAKES VIC 3197

TAX INVOICE
ABN 80 640 377 247
kingston.vic.gov.au
1300 653 356 131 450
kingston.vic.gov.au/contact
cityofkingston

Notice Summary

ASSESSMENT NUMBER 184680/5

DATE ISSUED 06/08/2025

TOTAL AMOUNT PAYABLE
\$1,668.69

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

Interest will be charged on outstanding arrears from 1 July 2025, unless agreed with Council.

Property Details

DESCRIPTION
103 310 Station Street,
CHELSEA VIC 3196

SITE VALUE
\$110,000

CAPITAL IMPROVED VALUE
\$625,000

NET ANNUAL VALUE
\$31,250

OPERATIVE VALUATION DATE
1 July 2025

LEVEL OF VALUE DATE
1 January 2025

LAND USE (FOR FSPL)
Residential

AVPCC
120 - Single Unit/Villa
Unit/Townhouse

Council Rate & Charges 2025/2026

General Rate = CIV x 0.0018201 rate in \$	\$1,137.56
Municipal Charge	\$100.00
Waste Choice H-240lt Bin & 240lt Recycle Shared x3	\$187.00
Total Council Rate & Charges 2025/2026	\$1,424.56

paid 417.24
25/9/25

Mandatory State Government Charges

Emergency Services Volunteer Fund 2025/2026

ESVF Residential Rate = CIV X 0.000173 rate in \$	\$108.13
ESVF Residential Emergency Services Volunteer Fund Levy-Fixed	\$136.00
Total Emergency Services Volunteer Fund 2025/2026	\$244.13

Payments and ownership changes made after 1 July 2025 may not be shown in this notice.

TOTAL AMOUNT PAYABLE \$1,668.69

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2025	\$417.24
30 NOVEMBER 2025	\$417.15
28 FEBRUARY 2026	\$417.15
31 MAY 2026	\$417.15

To take up the instalment option, please make the first payment by 30 September, 2025.
Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

Take up this option by paying the total amount in one easy transaction.

\$1,668.69

Due 15 February 2026

Payble™ - Our newest payment system



Pay with card or bank
Automatic payments for all major bank accounts, credit and debit cards



Smaller Instalments
Manage your budget with weekly, fortnightly or monthly instalments



Helpful reminders
Receive SMS reminders before important due dates



Scan to pay

payble.kingston.vic.gov.au

Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:
184680/5

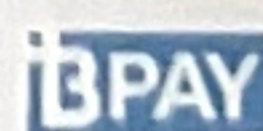
RATEPAYER:
A S Tragardh

PROPERTY DESCRIPTION:
103 310 Station Street, CHELSEA VIC 3196

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468
BILLER CODE
8938
REF
1846 805



BILLER CODE
8938
REF
1846 805



131 816
BILLER CODE
0327
REF
0018 4680 5



Use your mobile phone to scan and view your flexible payment options or visit payble.kingston.vic.gov.au

ARREARS ONLY \$0.00

INSTALMENT \$417.24



*327 001846805

FULL PAYMENT \$1,668.69



*327 001846805

INTERNAL USE ONLY



022961-004350-001-002-009347-93347



Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

AMELIA TRAGARDH
2A GULL CT
PATTERSON LAKES VIC 3197

Account number:	35617603
Date due:	09 June 2026
Current charges	Total due
+ \$176.05	\$176.05

Last bill	Payments received	Balance
\$176.05	– \$176.05cr =	\$0.00

Your account breakdown

Issue date	21 May 2026
Property	Unit 103 310 Station Street CHELSEA VIC 3196
Property reference	50D//09733/00461
Last bill	\$176.05
Payment received	\$176.05cr
Balance brought forward	\$0.00
Our charges (no GST)	\$122.38
Other authorities' charges (no GST)	\$53.70
Total due	\$176.05

Your snapshot

Average daily cost	\$1.34
--------------------	--------

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 1003 5617 6000 009
- Credit card**
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 35617603
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 1003 5617 6000 009
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.
- Centrepay**
Go to servicesaustralia.gov.au/centrepay for more information.
Reference number: 555 050 397J

Property ref: 50D//09733/00461
UNIT 103 310 STATION STREET
CHELSEA VIC 3196



*361 100356176000009

PN50D

Total due:	\$176.05
Account number:	35617603
Date paid:	
Receipt number:	

Our charges

Service charges		For period 01/04/26 to 30/06/26
Water service charge		\$21.97
Sewerage service charge		\$100.41
Total service charges		\$122.38
Our charges		\$122.38
Other authorities' charges		
Parks charge 01/04/26 to 30/06/26		\$22.45
Waterways and Drainage charge 01/04/26 to 30/06/26		\$31.25
Total other authorities		\$53.70
Total current charges		\$176.05

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/04/26 to 30/06/26**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/04/26 to 30/06/26**.

Additional information

Payment assistance

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

Our customer charter

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

Your next bill will look a little different

You shared your feedback and we've used it to improve your bill.

Learn more at southeastwater.com.au/yourbill



South East Water Corporation

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

In The Pipeline



Help us decide what's next

The water that reaches your tap today is possible thanks to plans made decades ago. We're now preparing our next plan for future services and prices through our Price Submission 2028, and we want you to help shape those plans.

What is a Price Submission?

The price submission is a 5-year plan that sets out what we'll deliver for our customers; the services we'll provide, the investments we'll make, the service standards we'll meet, and the prices we'll charge. Our next price submission covers 1 July 2028 to 30 June 2033.

Why it matters

Our customers are at the centre of everything we do, and what you think matters to us. We'd like to hear from you to help shape together the decisions we make about your future drinking water, sewerage and recycled water services.

How you can take part

There are a number of ways you can have your say, take part or stay up-to-date as we report back on what customers are telling us.

Visit engage.southeastwater.com.au/takepart or scan the QR code.



Your voice in action

In our 2023-28 Price Submission engagement, we heard what mattered most to you. We're now over two years into our current plan, and here's a few examples of what we've delivered between 2023 to 2025 and what we're focusing on.



You said support matters

That's why we've assisted 35,000+ customers with help to pay.



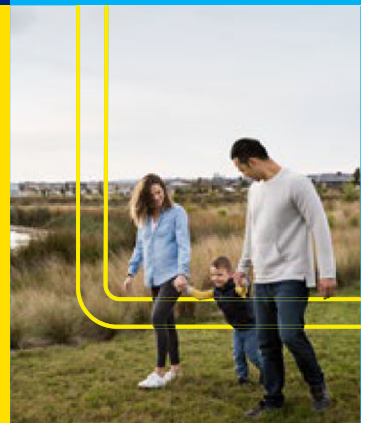
Securing our future supply

We're on track to deliver approx. 1.8 billion litres of drought-proof recycled water.



Early leak detection

\$6.8 million saved for customers from hidden leaks with new digital meters.



Your next bill will look a little different



Here's your sneak peek

When your next South East Water bill arrives, you'll notice a fresh new layout designed to be easier to understand at a glance.

After speaking with hundreds of customers, one message was clear: you want to quickly see what you owe, when it's due, and feel confident everything is correct.

We've used your feedback to create a cleaner, simpler design that puts the most important information upfront and is easier to read.



What's changed?

- **Key information is easier to find.** You can now quickly see the amount due and your due date.
- **A clearer bill summary.** Your previous balance, payments and current charges are now grouped together in one place.
- **Simpler daily water use and cost details.** You can now more easily compare this bill's water use with previous bills.
- **Support information in one spot.** Concessions and payment support details are now easier to locate.

What hasn't changed?

- How your bill is calculated
- Your billing cycle
- Your direct debit or payment plan

Want to take a closer look?

Visit southeastwater.com.au/yourbill or scan the QR code for more information.



Need support?

If you need payment support, there are lots of options.

Visit southeastwater.com.au/paymentsupport

24 August 2026

STEP UP CONVEYANCING PTY LTD
PO BOX 2104
DEER PARK NORTH VIC 3023

Ref

Re	Lot	15	Plan of Subdivision No. PS733265Y
Fee	183.13		Paid

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

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

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

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

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

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

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

Plan Number: PS733265Y

Vendor Ms A S Tragardh

Reference

This certificate is issued for Lot 15 on Plan Number PS733265Y Lot Liability 116.00 Lot Entitlement 116.00
 the postal address of which is: 103/310 Station Street, Chelsea 3196

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

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

Description	Amount	Due Date	Date Paid	Notice Date
01/04/26 to 30/06/26	966.67	01/04/26	11/05/26	21/02/26
01/07/26 to 30/09/26	966.67	01/07/26	21/07/26	24/05/26
01/10/26 to 31/12/26	1,256.67	01/10/26		
01/01/27 to 31/03/27	1,256.67	01/01/27		

Regulation 16(b)

The Administration Fund fees are paid up until 30/09/26
 Amount unpaid including billed not yet due Nil

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

Unpaid Administration Fund Fees
 (Credit shown with -)

Nil

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

Description	Amount	Due Date	Date Paid	Notice Date
01/04/26 to 30/06/26	43.50	01/04/26	11/05/26	21/02/26
01/07/26 to 30/09/26	43.50	01/07/26	21/07/26	24/05/26
01/10/26 to 31/12/26	43.50	01/10/26		
01/01/27 to 31/03/27	43.50	01/01/27		

Regulation 16(b)

The Maintenance Fund fees are paid up until 30/09/26
 Amount unpaid including billed not yet due Nil

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

Unpaid Maintenance Fund Fees
 (Credit shown with -)

Nil

3 Regulation 16(d) Administration Fund

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

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees
 (Credit shown with -)

Nil

4 Regulation 16(d) Maintenance Fund

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

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees
 (Credit shown with -)

Nil

5 Section 151(4)(a)(iii) Other amounts owing
Purpose

Fund

Amount

Due Date

Amount Unpaid

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 15

On

Plan Number

PS733265Y

Interest Rate: 10.00

Interest to Certificate Date: Nil

Daily Interest Accruing:

Nil

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

Annual Fees

Nil

Special Fees

Nil

Other Payments

Nil

Interest

Nil

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$0.00)

Nil

6 Section 151(4)(a)(v) Regulation 16(e)

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

7 Section 151(4)(a)(iv) Regulation 16(f)

The owners corporation has the following insurance cover:

**INSURANCE DETAILS
307-310 STATION STREET**

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

8 Section 151(4)(a)(iv) Regulation 16(g)

The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act.

9 Section 151(4)(a)(vi) Regulation 16(h)

Total funds held by owners corporation (including any investment accounts): \$21,221.31

10 Section 151(4)(a)(vii) Regulation 16(i)

The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following:

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

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 15

On

Plan Number

PS733265Y

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

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

ESM REPORTS IDENTIFIED A NUMBER OF DEFECTS WITH THE FIRE EQUIPMENT AT THE PROPERTY. THE OWNERS CORPORATION IS COMPELTING THESE REPAIRS IN STAGES TO AVOID RAISING SPECIAL LEVIES. WORKS HAVE COMMENCED.

THE OWNERS CORPORATION IS CURRENTLY PAYING THE INSURANCE PREMIUM BY PREMIUM FUNDING 910 MONTHLY INSTALMENTS). IF THE OWNERS CORPORATION IS UNABLE TO MEET THESE PAYMENTS, A SPECIAL LEVY MAY BE RAISED.

A ROOF LEAK HAS BEEN IDENTIFIED AT THE PROPERTY DUE TO AN ISSUE WITH THE ROOF FLASHING. A QUOTE HAS BEEN OBTAINED AND PRESENTED TO THE OWNERS CORPORATION COMMITTEE. A SPECIAL LEVY MAY BE REQUIRED TO DEFRAY THE COST OF THESE WORKS.

A LEAKING BACKFLOW PUMP HAS BEEN IDENTIFIED AT THE PROPERTY. A PLUMBER WILL BE ENGAGED TO ATTEND TO THESE REPAIRS. A SPECIAL LEVY MAY BE REQUIRED TO DEFRAY THE COST OF THESE WORKS.

BIRD NETTING QUOTATIONS ARE CURRENTLY BEING OBTAINED. ONCE QUOTES HAVE BEEN OBTAINED, THESE WILL BE PRESENTED TO THE COMMITTEE FOR CONSIDERATION. A SPECIAL LEVY MAY BE RAISED TO DEFRAY THE COST OF THESE WORKS.

- 11 Section 151(4)(a)(viii) Regulation 16(j)
The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following:
FOR CONTRACTS REFER BELOW.

ESM SERVICE AGREEMENT
VBCS MANAGEMENT AGREEMENT

- 12 Section 151(4)(a)(ix) Regulation 16(k)
The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following:

- 13 Section 151(4)(a)(x) Regulation 16(l)
The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following:

- 14 Section 151(4)(a)(xi) Regulation 16(m)
The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following:

- 15 Section 151(4)(a)(xii) Regulation 16(n)
The owners corporation has resolved to appoint a manager, being:
Victoria Body Corporate Services Pty Ltd ACN 007 034 522 Locked Bag 1291 Port Melbourne VIC 3207
Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email:

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 15

On

Plan Number

PS733265Y

- 16 Section 151(4)(a)(xiii) Regulation 16(o)
No proposal has been made for the appointment of an administrator except as follows:
- 17 Section 151(4)(b)(i)
A copy of the rules of the owners corporation is attached.
- 18 Section 151(4)(b)(ii)
A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
- 19 Section 151(4)(b)(iii)
A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
- 20 Section 151(4)(b)(iv)
Other documents of a prescribed kind:
- 21 Section 151(4)(b)(v)
Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
- 22 Other Matters
FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.
- BUILDING INSURANCE CLAIM SUBMITTED WITH VMIA. THE COMMON PROPERTY DEFECTS HAVE NOW BEEN COMPELTED.
FURTHER CLAIMS MAY BE MADE DEPENDING ON INFORMATION FROM PROPERTY OWNERS/RESIDENTS.

Dated: **24/08/2026**

Owners Corporation Manager
Jared Jones

Plan of Subdivision No. PS733265Y

ABN 97 675 437 105

STATEMENT

Transfer Date:
28/04/21

Ms A S Tragardh
2a Gull Court
PATTERSON LAKES VIC 3197

Statement Period			
01 Apr 25 to 24 Aug 26			
A/c No	14	Lot No	15
Page Number	1 of 3	Unit No	103

Date	Type	Details	Reference	Debit	Credit	Balance
01/04/25	Admin Fund	Brought forward	I0000898	676.67		0.00
01/04/25	Maintenance Fund	01/04/25 To 30/06/25	I0000924	43.50		676.67
15/04/25	Other	Arrears Notice Fee	M0000069	27.50		720.17
23/04/25	Receipt	Admin Fund	R0000516		676.67	747.67
23/04/25	Receipt	Maintenance Fund	RA000516		43.50	71.00
23/04/25	Receipt	Other	RB000516		27.50	27.50
23/05/25	Maintenance Fund	01/07/25 To 30/09/25	I0000976	43.50		0.00
17/06/25	Admin Fund	01/07/25 To 30/09/25	I0001002	1,063.33		43.50
29/07/25	Other	Arrears Notice Fee	M0000078	27.50		1,106.83
31/07/25	Interest Jnl	Interest To 31/07/25	J0003062	0.37		1,134.33
15/08/25	Other	Arrears Notice Fee	M0000083	38.50		1,134.70
19/08/25	Receipt	Admin Fund	R0000575		1,063.33	1,173.20
19/08/25	Receipt	Maintenance Fund	RA000575		43.50	109.87
19/08/25	Receipt	Interest	RB000575		0.37	66.37
19/08/25	Receipt	Other	RC000575		66.00	66.00
19/08/25	Interest Jnl	Interest To 19/08/25	J0003122	10.43		0.00
22/08/25	Admin Fund	01/10/25 To 31/12/25	I0001029	1,063.33		10.43
More details on next page...				\$2,994.63	\$1,920.87	\$1,073.76
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: Nil	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

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307-310 STATION STREET

LOT/UNIT

Lot 15/ Unit 103

STRATAPAY REFERENCE NO.

1574 1389 1

DUE DATE

307-310 STATION STREET

MANAGED BY

VBCS PTY LTD

AMOUNT

\$0.00



*496 258744457 10000000142

Plan of Subdivision No. PS733265Y

STATEMENT

Ms A S Tragardh
2a Gull Court
PATTERSON LAKES VIC 3197

Statement Period

01 Apr 25 to 24 Aug 26

A/c No 14 Lot No 15

Page Number 2 of 3

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		2,994.63	1,920.87	1,073.76
22/08/25	Maintenance Fund	01/10/25 To 31/12/25	I0001055	43.50		1,117.26
15/10/25	Other	Arrears Notice Fee	M0000086	27.50		1,144.76
30/10/25	Other	Arrears Notice Fee	M0000091	38.50		1,183.26
31/10/25	Interest Jnl	Interest To 31/10/25	J0003239	9.40		1,192.66
14/11/25	Other	Arrears Notice Fee	M0000092	53.90		1,246.56
18/11/25	Receipt	Admin Fund	R0000603		1,063.33	183.23
18/11/25	Receipt	Maintenance Fund	RA000603		43.50	139.73
18/11/25	Receipt	Interest	RB000603		19.83	119.90
18/11/25	Receipt	Other	RC000603		119.90	0.00
18/11/25	Interest Jnl	Interest To 18/11/25	J0003265	5.45		5.45
23/11/25	Admin Fund	01/01/26 To 31/03/26	I0001081	1,063.33		1,068.78
23/11/25	Maintenance Fund	01/01/26 To 31/03/26	I0001107	43.50		1,112.28
15/01/26	Other	Arrears Notice Fee	M0000097	27.50		1,139.78
29/01/26	Other	Arrears Notice Fee	M0000101	38.50		1,178.28
31/01/26	Interest Jnl	Interest To 31/01/26	J0003360	9.40		1,187.68
17/02/26	Receipt	Admin Fund	R0000630		1,063.33	124.35
17/02/26	Receipt	Maintenance Fund	RA000630		43.50	80.85
17/02/26	Receipt	Interest	RB000630		14.85	66.00
17/02/26	Receipt	Other	RC000630		66.00	0.00
17/02/26	Interest Jnl	Interest To 17/02/26	J0003394	5.15		5.15
21/02/26	Admin Fund	01/04/26 To 30/06/26	I0001133	966.67		971.82
21/02/26	Maintenance Fund	01/04/26 To 30/06/26	I0001159	43.50		1,015.32
15/04/26	Other	Arrears Notice Fee	M0000114	27.50		1,042.82
29/04/26	Other	Arrears Notice Fee	M0000119	38.50		1,081.32
30/04/26	Interest Jnl	Interest To 30/04/26	J0003605	8.30		1,089.62
11/05/26	Receipt	Admin Fund	R0000661		966.67	122.95
11/05/26	Receipt	Maintenance Fund	RA000661		43.50	79.45
11/05/26	Receipt	Interest	RB000661		5.15	74.30
11/05/26	Receipt	Other	RC000661		66.00	8.30
11/05/26	Interest Jnl	Interest To 11/05/26	J0003635	3.04		11.34
24/05/26	Admin Fund	01/07/26 To 30/09/26	I0001185	966.67		978.01
24/05/26	Maintenance Fund	01/07/26 To 30/09/26	I0001211	43.50		1,021.51
08/07/26	Other	Key/Swipe/Remote	M0000122	132.00		1,153.51
15/07/26	Other	Arrears Notice Fee	M0000124	45.32		1,198.83
21/07/26	Receipt	Admin Fund	R0000689		966.67	232.16
21/07/26	Receipt	Maintenance Fund	RA000689		43.50	188.66
21/07/26	Receipt	Other	RB000689		56.66	132.00
More details on next page...				\$6,635.26	\$6,503.26	\$132.00

Plan of Subdivision No. PS733265Y

STATEMENT

Ms A S Tragardh
2a Gull Court
PATTERSON LAKES VIC 3197

Statement Period			
01 Apr 25 to 24 Aug 26			
A/c No	14	Lot No	15
Page Number	3 of 3		

Date	Type	Details	Reference	Debit	Credit	Balance
28/07/26	Receipt	Brought forward	R0000690	6,635.26	6,503.26	132.00
28/07/26	Receipt	Interest	RA000690		11.34	120.66
		Other			120.66	0.00
				\$6,635.26	\$6,635.26	Nil



INTERIM DECISIONS OF ANNUAL GENERAL MEETING

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

**Prepared by: Kaitlin Denney
Phone: 8531 8100
Email: 307_310stationstreet@vbcs.com.au
Date of Meeting: 2 July 2026**

INTERIM DECISIONS OF ANNUAL GENERAL MEETING

Owners Corporation Plan No: 733265
Address: 307-310 STATION STREET, CHELSEA, VIC 3196
Held: Microsoft Teams Video / Phone Conference
Date: 2 July 2026 at 05:30 PM

PRESENT:

<u>Name</u>	<u>Lot</u>
Concetta Melatti	4
Andrea Bentley	8
Karen Fallon	14
Marion Alexander	16
Melissa Campbell	19
Geoffrey Isbell	22
Sharon Jacotine	24
Maria Mongelli	25

APOLOGIES: Annette Piper 10

IN ATTENDANCE: Kaitlin Denney, Victoria Body Corporate Services

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

<i>Motion 2.</i>	<i>Minutes</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT the Minutes of the previous Annual General Meeting held on 03/06/2025 be confirmed as a true and accurate account of proceedings at that Meeting.		

<i>Motion 3.</i>	<i>Financial Statements & Position</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT the Statement of Financial Performance and the Statement of Financial Position prepared by Victoria Body Corporate Services Pty Ltd for the period ending 31/03/2026 be adopted.		

Motion 4.	Annual Budget & Contributions	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 23 of the <i>Owners Corporations Act 2006</i>, the Owners Corporation adopts the Proposed Budget for the period 01/04/2026 to 31/03/2027 (circulated with the notice of this meeting) and adopts amounts be raised to meet the anticipated expenses for the current financial year of the Owners Corporation as follows: Administrative Fund: \$115,000.00 Maintenance Fund: <u>\$4,500.00</u> Total: \$119,500.00 This Fund is to remain in force until the next Annual General Meeting. FURTHER, the Owners Corporation acknowledges the recommendation from VBCS that the Administration Fund be set in accordance with the amounts contained in the notice of the meeting, which was proposed to meet the anticipated running expenses for the financial year. Should the Owners Corporation's funds not be sufficient to meet incoming expenses, the Manager is authorised to convene a special general meeting (at additional cost to the Owners Corporation) to raise a special levy.		

Motion 5.	Fees Due - Administration Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Administration Fund fee notices in accordance with the following schedule:						
Administration Fund						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
Already Issued	Current	1 Apr 2026	30 Jun 2026	1 Apr 2026	\$25,000.01	\$8.33333
Already Issued	Current	1 Jul 2026	30 Sep 2026	1 Jul 2026	\$25,000.01	\$8.33333
To be Issued	Current	1 Oct 2026	31 Dec 2026	1 Oct 2026	\$32,500.01	\$10.83333
To be Issued	Current	1 Jan 2027	31 Mar 2027	1 Jan 2027	\$32,500.01	\$10.83333
Total		1 Apr 2026	31 Mar 2027		\$115,000.04	\$38.33332
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Liability
To be Issued	Next	1 Apr 2027	30 Jun 2027	1 Apr 2027	\$28,750.01	\$9.58333
Total		1 Apr 2027	30 Jun 2027		\$28,750.01	\$9.58333

Motion 6.	Fees Due - Maintenance / Sinking Fund				Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to Section 31 of the Owners Corporations Act 2006 the Manager will issue Maintenance / Sinking Fund fee notices in accordance with the following schedule:						
Maintenance / Sinking Fund						
Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Liability
Already Issued	Current	1 Apr 2026	30 Jun 2026	1 Apr 2026	\$1,125.06	\$0.37500
Already Issued	Current	1 Jul 2026	30 Sep 2026	1 Jul 2026	\$1,125.06	\$0.37500
To be Issued	Current	1 Oct 2026	31 Dec 2026	1 Oct 2026	\$1,124.94	\$0.37498
To be Issued	Current	1 Jan 2027	31 Mar 2027	1 Jan 2027	\$1,124.94	\$0.37498
Total		1 Apr 2026	31 Mar 2027		\$4,500.00	\$1.49996
Interim Periods						
Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Liability
To be Issued	Next	1 Apr 2027	30 Jun 2027	1 Apr 2027	\$1,125.06	\$0.37500
Total		1 Apr 2027	30 Jun 2027		\$1,125.06	\$0.37500

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

Motion 8.	Delegation to Manager	Ordinary Resolution
IT WAS RESOLVED THAT pursuant to Section 11 of the <i>Owners Corporations Act 2006</i> the Owners Corporation delegate powers and functions to the Manager as set out in the minutes of this meeting and the Contract of Appointment.		

Motion 9.	Confirmation of Insurance		Ordinary Resolution	
IT WAS RESOLVED THAT pursuant to part 3 Division 6 of the Owners Corporations Act 2006, the Manager continue the cover as per the schedule contained in the explanatory notes in the Notice of Annual General Meeting on all the land and property in which the Owner Corporation has an insurable interest with the current Insurer.				
Schedule of Insurance				
Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
VRSC22001600	SCI (ALLIANZ)	26 Mar 2027	BUILDING	\$13,214,756.00
			PUBLIC LIABILITY	\$20,000,000.00
			CATASTROPHE	\$1,982,213.00
			VOLUNTARY WORKERS	\$200,000.00
			FIDELITY GUARANTEE	\$100,000.00
			LOT OWNERS FIXTURES	\$300,000.00 (per lot)
			GOVERNMENT AUDIT	\$25,000.00
			APPEAL EXPENSES WHS	\$100,000.00
			LEGAL DEFENCE	\$50,000.00
			FLOATING BOARDS	Included
			LOSS RENT/TEMP ACCOM	\$1,982,213.00
TOTAL PREMIUM: \$23,629.12				

Motion 10.	<i>Renewal of Insurance Policy</i>	<i>Ordinary Resolution</i>
IT WAS RESOLVED THAT: - the Manager arrange for a broker to provide comparative quotations for insurance cover prior to renewal. The Manager is requested to send comparative quotations from the broker to the Committee for its consideration. Should the Committee not respond prior to the due date for renewal, the Manager has a standing direction to place cover with the insurer as recommended by the broker; - provide informed consent for Body Corporate Brokers as the Insurance Broker, and Victoria Body Corporate Services to obtain quotations from insurers including commission of up to 20% of the Base Premium for placement of insurance, when through the Manager for Owners Corporation Plan No. 733265; and - further authorises Victoria Body Corporate Services to retain records of this consent on behalf of the scheme for compliance with ASIC regulatory requirements.		

Motion 11.	Insurance Excess Payment	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation may at its discretion apply a levy or levies in relation to insurance pursuant to section 23A of the <i>Owners Corporations Act 2006</i> which for the avoidance of doubt includes applying an excess to any claim by a member if: a. damage to common property is caused by a lot owner or lot owner's lessee and the damage is not covered by the insurance held by the Owners Corporation or the cost of the damage is less than the excess payable on the claim; or b. it is in excess on insurance claim if the claim relates solely to the owner's lot and the Committee is authorised to determine if the fee will be applied to a member for any particular claim.		

Motion 12.	Common Property Safety	Ordinary Resolution
DEFEATED BY SIMPLE MAJORITY THAT the Owners Corporation instructs the Manager to engage a suitably qualified and insured building consultant to conduct an inspection of the common property and prepare a common property safety report which meets the requirements of the <i>Occupational Health & Safety Act 2004</i> identifying any matters on common property which the Owners Corporation is required to attend, to comply with the relevant legislation and safety obligations under common law. The Manager reminded members that compliance with the OH&S regulations is an ongoing obligation. Members should regularly monitor the property and advise the Manager of any new issues that may arise. MANAGER'S NOTE: Members present resolved that an OH&S report was not required this year but one will be discussed at the 2027 Annual General Meeting.		

Motion 13.	Essential Safety Measures	Ordinary Resolution
IT WAS RESOLVED THAT the Owners Corporation reviews its Essential Safety Measures (ESMs) obligations. FURTHER that the Manager is instructed to engage a Building Consultant on behalf of the Owners Corporation to conduct an audit to determine if the Owners Corporation is complying with its ESM obligations and provides a report to the Committee for further instructions to the Manager.		

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

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

Item 16.	Committee Report	
Pursuant to section 115 of the Owners Corporations Act 2006, a verbal Committee Report was presented at the meeting.		
MANAGER'S NOTE: Owners were updated on Committee related matters throughout the Annual General Meeting.		

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

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

Motion 19.	Members	
Election of Ordinary Member		
IT WAS RESOLVED THAT the following Members be appointed until the next Annual General Meeting.		
IT WAS FURTHER RESOLVED pursuant to Section 105 of the <i>Owners Corporations Act 2006</i> to appoint Geoffrey Isbell as Chairperson of the Owners Corporation Committee.		
Name	Lot	Details
Karen Fallon	14	
Marion Alexander	16	
Geoffrey Isbell	22	Chairperson
Maria Mongelli	25	

Item 20.	General Business	
BIRD (PIGEON) NETTING: Members present discussed possibly installing bird netting at the property. Quotations had been obtained for these works previously however, these works were placed on-hold until feedback could be sought from more members of the Owners Corporation at the Annual General Meeting. Whilst the bird issue had improved, owners were concerned it may become more of a problem as the weather heats up. The previously obtained quotations will be updated and presented to the incoming Committee at a later date for further instructions on behalf of the Owners Corporation. BIN AREA/ROOM: Members present advised that the bin room gets quite dirty and asked that the caretakers attend to it cleaning once per month. Owners requested that a 'Slippery when wet' sign be placed at the bin room door post cleaning. PEST CONTROL: Owners in attendance raised that there are small fruit flies in the bin room. Members present asked if automatic spray devices could be installed in this area to mitigate the problem. This matter will be raised with the property's current caretakers. ESSENTIAL SAFETY MEASURE REPAIRS: Owners present discussed that there were a number of ESM works required to be completed at the property. As none of the items that require attention are considered critical defect, the Committee has resolved to action these repairs in stages to avoid raising Special Levies. To date, repairs to the Emergency and Exit lighting have been approved. Once these works have been completed, further repairs will be arranged.		

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 06:32 PM



Kaitlin Denney
VICTORIA BODY CORPORATE SERVICES MANAGER
Dated: 2 July 2026

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most Owners Corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.

4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

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

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

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

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

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

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

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

Owners Portal & Website Information

Website

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

Owners Portal

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

Information for Owners:

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

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

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

How can I access the portal?

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

Already have an account?

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

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

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

What if I can't remember my password?

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

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

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

Tel: 03 8531 8100

Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Regulation 17

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

PROPERTY REPORT

Created at 08 September 2026 02:10 PM

PROPERTY DETAILS

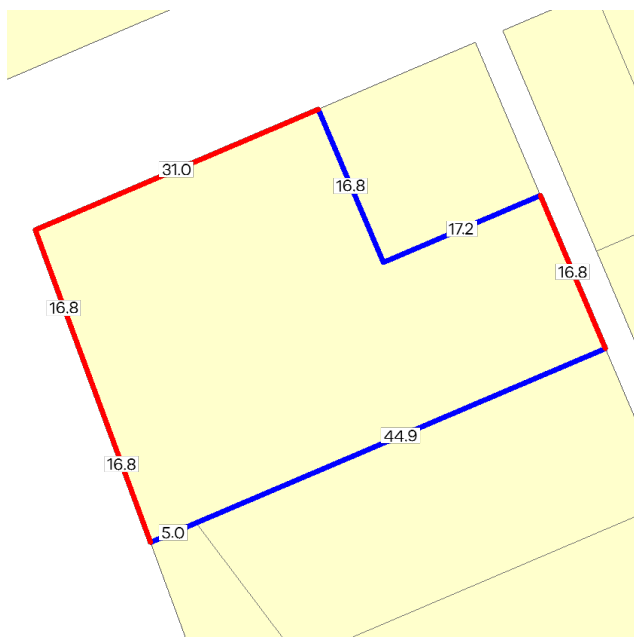
Lot and Plan Number: **Lot 15 PS733265**
Address: **103/310 STATION STREET CHELSEA 3196**
Standard Parcel Identifier (SPI): **15\PS733265**
Local Government Area (Council): **KINGSTON**
Council Property Number: **530682**
Directory Reference: **Melway 97 B1**

www.kingston.vic.gov.au

Note: There are 27 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1357 sq. m

Perimeter: 165 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

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

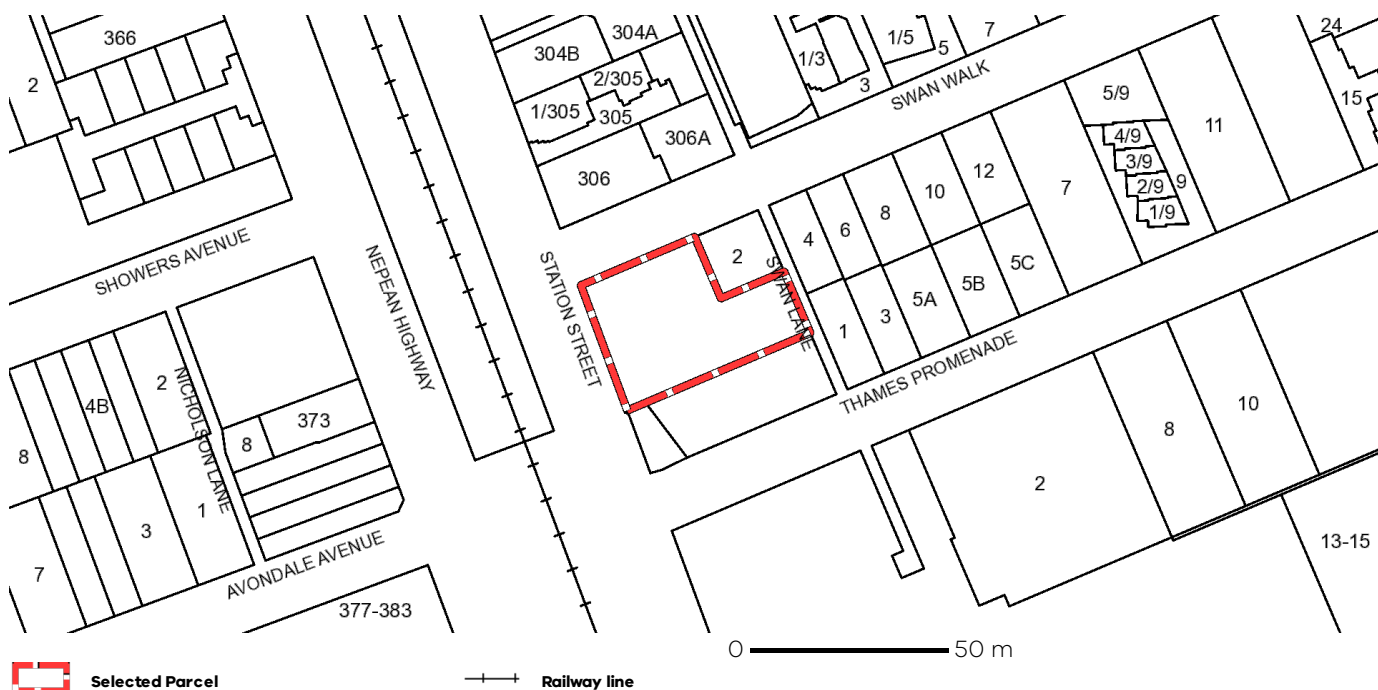
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
of Transport
and Planning

From www.planning.vic.gov.au at 08 September 2026 02:10 PM

PROPERTY DETAILS

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www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

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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 Rescue Victoria & Country
Fire Authority

[View location in VicPlan](#)

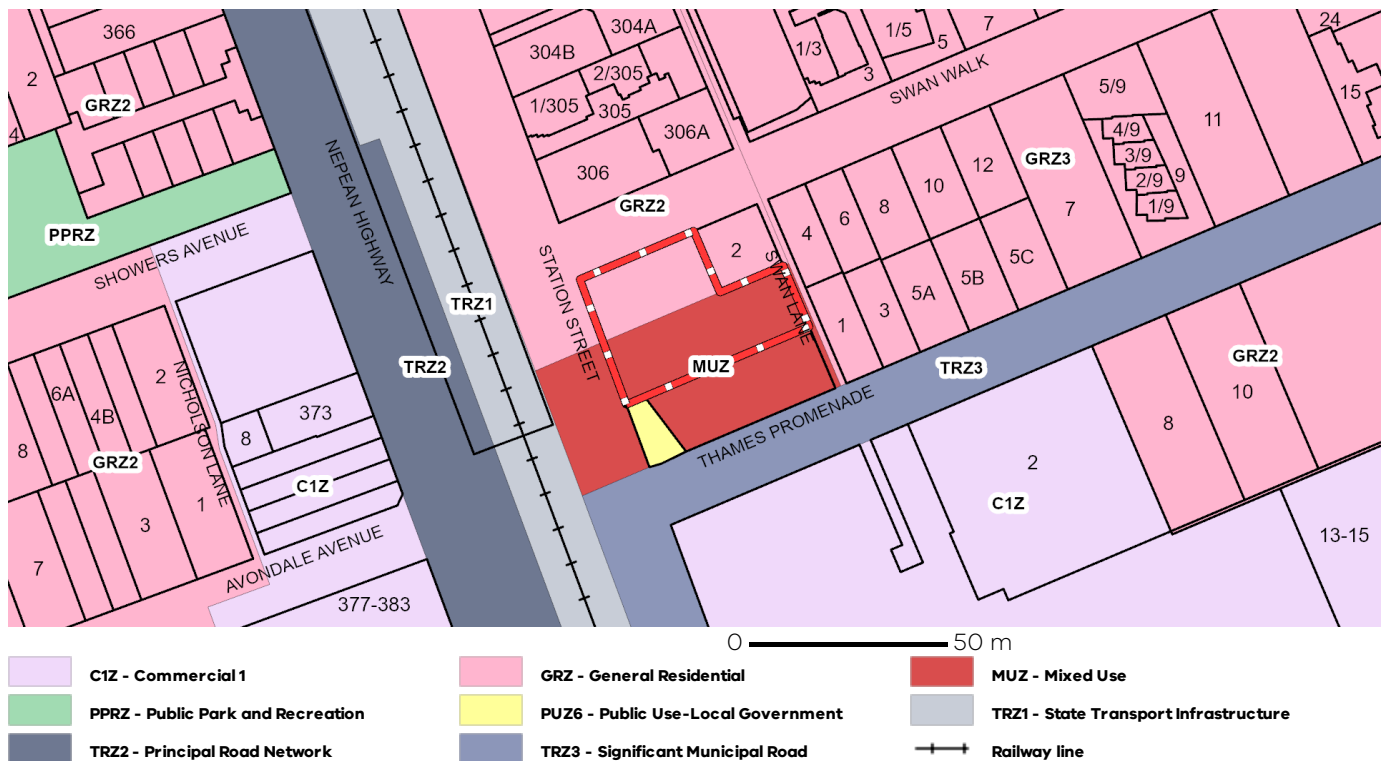
Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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

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

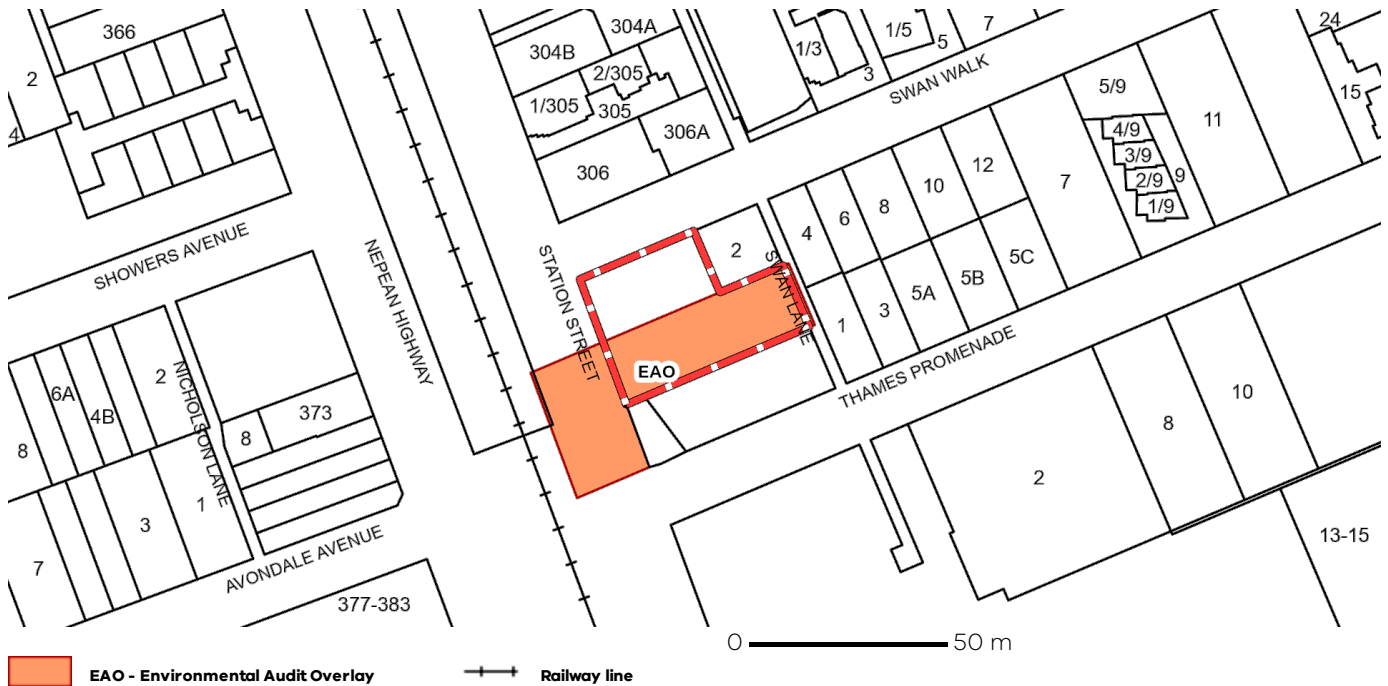
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: Lot 15 PS733265

Page 1 of 5

Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)



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

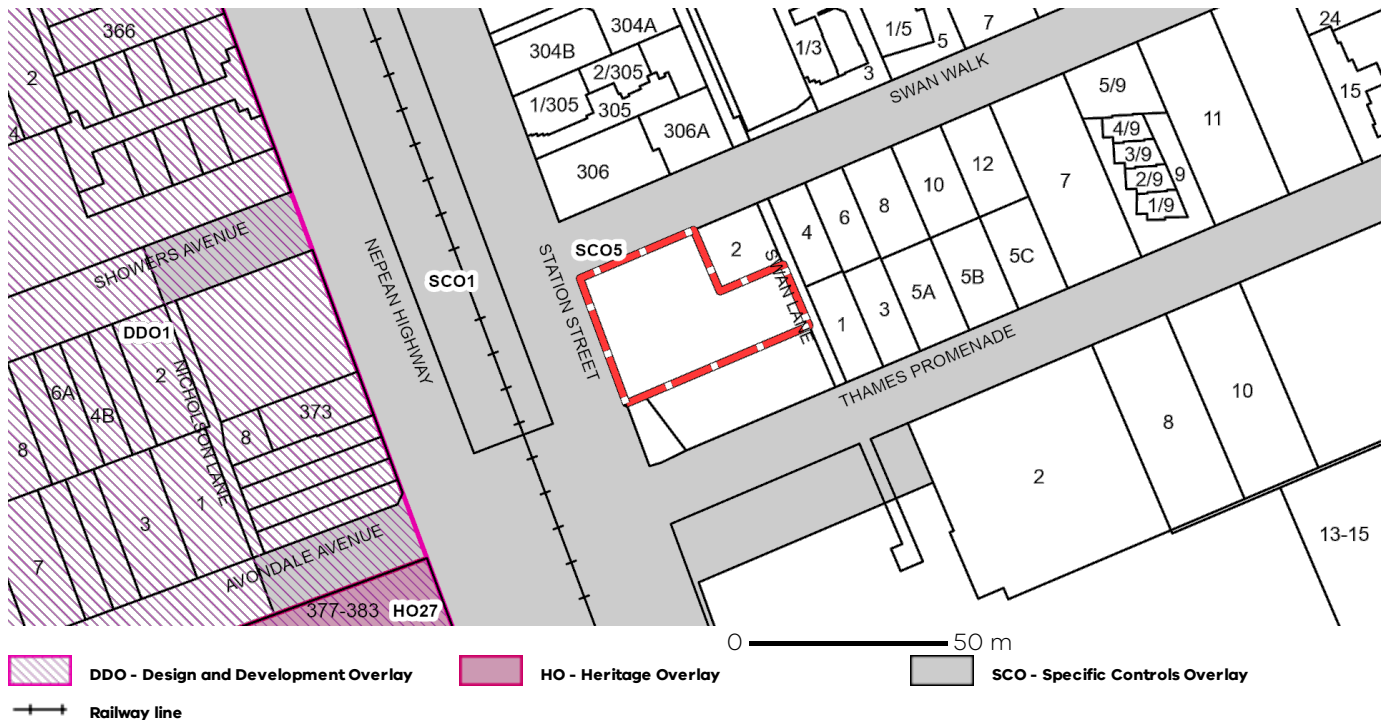
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

SPECIFIC CONTROLS OVERLAY (SCO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this parcel 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.

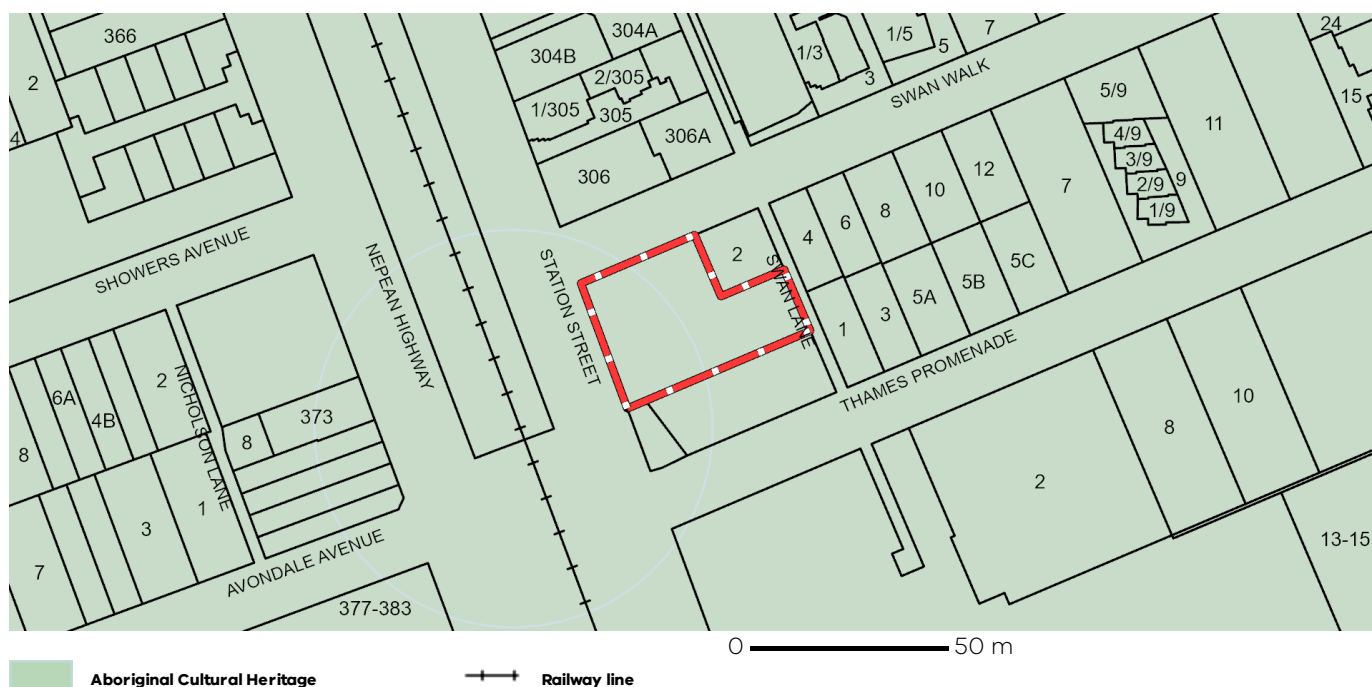
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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>



Further Planning Information

Planning scheme data last updated on 4 September 2026.

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

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

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

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

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

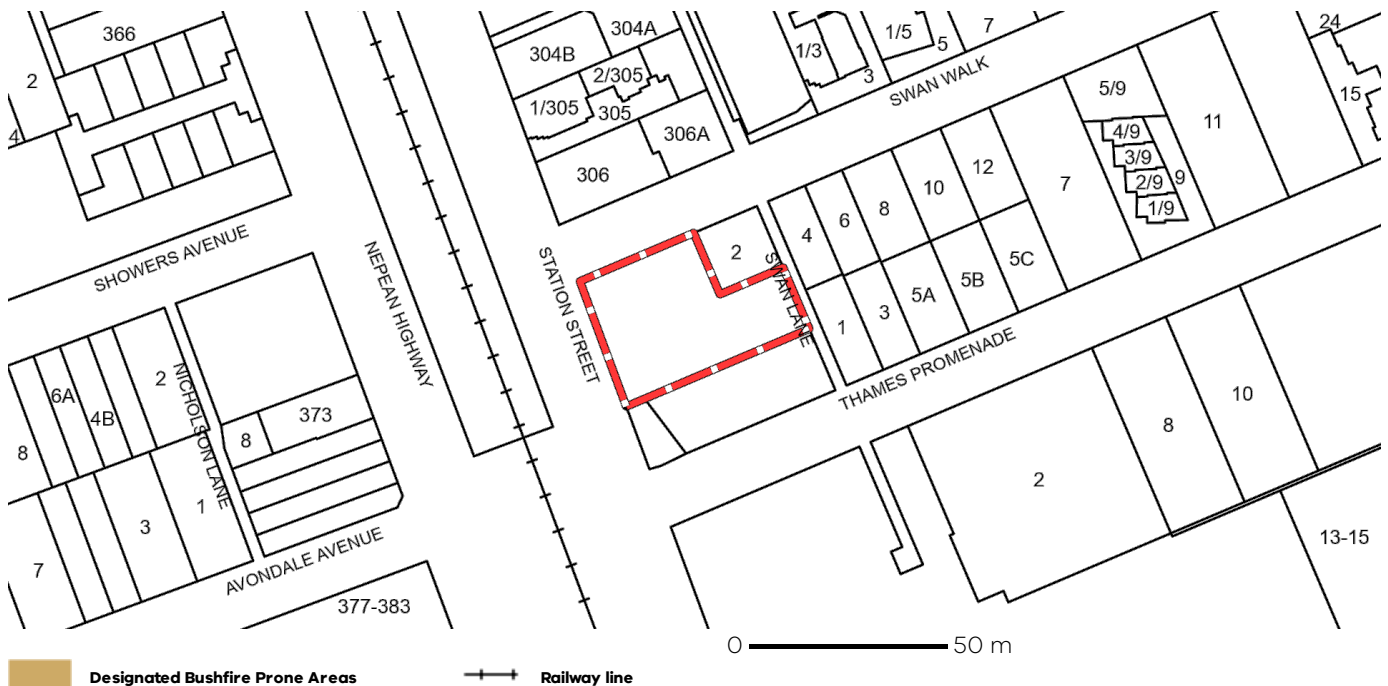
Designated Bushfire Prone Areas

This parcel is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.environment.vic.gov.au) or please contact your relevant council.

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