



A.B.N. 96 474 435 049

VENDOR: Lim Swee Gin

Property: Unit 5, 2-4 Newton Street, Chadstone VIC 3148

CONTRACT OF SALE OF REAL ESTATE

and

**VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT ("the Act")**

T: 0400 290 015

E: info@hillviews.com.au

P: PO Box 387 Malvern VIC 3144

CONTRACT OF SALE OF REAL ESTATE

Address: UNIT 5, 2-4 NEWTON STREET, CHADSTONE VIC 3148

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT purchasers should ensure that, prior to signing this contract; they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** that is in accordance with Division 2 of Part II of that Act; and a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

.....on/..... /2025

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

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

SIGNED BY THE VENDOR

..... on/..... /2025

Print name of person signing **Lim Swee Gin**

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney").....

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

O'Brien Real Estate Blackburn

98 South Parade, Blackburn VIC 3130

Tel: 0433 441 313

Fax:

Ref: Harry Singh

Email: Harry.singh@obrienrealestate.com.au

VENDOR

Lim Swee Gin

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

Hillviews Law & Conveyancing

of PO Box 387, Malvern VIC 3144

Tel: 0400 290 015

Fax:

Ref: Joseph Detering

Email: info@hillviews.com.au

PURCHASER

of:

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:

Tel:

Fax:

Ref:

Email:

PROPERTY ADDRESS

The address of the property is

Unit 5, 2-4 Newton Street, Chadstone VIC 3148

LAND (conditions 3)

The land is –

Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 12631 Folio 558	5	609230P
Volume Folio		

OR

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

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(condition 2.2(f))

Fixed floor coverings, electrical light fittings, window coverings, dishwasher, hot water service.

PAYMENT

(condition 10)

Price

\$

Deposit

\$

payable on signing (of which \$..... has been paid)

Balance

\$

payable at settlement

GST (condition 13)

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

If this is a sale of a 'farming business' or 'going concern' then add the words **'farming business'** or **'going concern'** in this box:

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

GST WITHHOLDING (condition 19)

An amount of GST is required to be withheld at settlement if the words **'GST withholding'** appear in this box::

SETTLEMENT

(condition 11)

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

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

The above date; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE

(condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words **'subject to lease'** appear in this box in which case refer to condition 1.1, If **'subject to lease'** then particulars of the lease are:

TERMS CONTRACT

(condition 22)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words **'terms contract'** in this box, and refer to condition 22:

LOAN

(condition 14)

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

Lender:

Loan amount: \$

Approval date:

BUILDING REPORT (condition 15)

This contract is not subject to a building report unless the words **'building report'** appear in this box:

PEST REPORT (condition 16)

This contract is not subject to a pest report unless the words **'pest report'** appear in this box:

SPECIAL CONDITIONS

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

CONTRACT CONDITIONS

TITLE

1. Encumbrances

- 1.1. The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this condition 'Section 32 Statement' means a Statement required to be given by a vendor under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1. The warranties in conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. 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.
- 2.3. The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4. The warranties in conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.5. If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.6. Words and phrases used in condition 2.5 which are defined in the *Building Act 1993* have the same meaning in condition 2.5.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

- 6.1. The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 7 business days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator.

7. Duties Online

- 7.1. The vendor will initiate the preparation of a Duties Online or other form required by the State Revenue Office as soon as reasonably practicable after the day of sale in respect of this transaction and both parties will co-operate to ensure the form is completed as soon as reasonably practicable.

8. Release of Security Interest

- 8.1. This condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 8.2. 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 this condition, 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.
- 8.3. If the purchaser is given the details of the vendor's date of birth under this condition, the purchaser must:
 - (a) Only use the vendor's date of birth for the purposes specified in this condition; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4. 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.
- 8.5. Subject to condition 8.6, 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 \$5,000.00 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.
- 8.6. The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in condition 8.5 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.
- 8.7. A release for the purposes of condition 8.4(a) must be in writing.
- 8.8. A release for the purposes of condition 8.4(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.
- 8.9. If the purchaser receives a release under this condition the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10. In addition to ensuring that a release is received under condition 8.4(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.
- 8.11. The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12. 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 condition 8.11.
- 8.13. If settlement is delayed under condition 8.12 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.
- 8.14. The vendor is not required to ensure that the purchaser receives a release in respect of the land. This condition 8.14 applies despite condition 8.1.
- 8.15. Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in this condition 8 unless the context requires otherwise.

9. Builder warranty insurance

9.1. The vendor agrees to provide at or prior to 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.

10. Payment

10.1. The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if the vendor directs 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.

10.2. 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.

10.3. 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 debts, the total amount of those debts together with any amounts to be withheld in accordance with conditions 18 and 19 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) or the purchaser has consented to the release prior to the expiry of 28 days; and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- (d) where the purchaser is deemed by Section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.
- (e) 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.
- (f) the stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

10.4. The payment of the deposit may be made or tendered:

- (a) up to \$1,000 in cash or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.
- (d) However, unless otherwise agreed:
 - (i) 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
 - (ii) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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

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

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

- 10.8. As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 10.9. The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11. Settlement

11.1. 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;
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - (iii) ensure the purchaser will be able to have access to the keys upon the completion of settlement.

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

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

12. Electronic settlement

12.1. Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This condition 12 has priority over any other provision of this contract to the extent of any inconsistency.

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

12.3. 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.

12.4. 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 or the acceptance of a party to a specific date or time 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.

12.5. This condition 12.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this condition 12.5 'the transaction' means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct

such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

12.6. Settlement occurs when the workspace records that:

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

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

12.8. 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.

12.9. The vendor must before settlement:

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

13. GST

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

However, the purchaser must pay to the vendor any GST payable by the vendor:

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

13.2. The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

- 13.3. If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a valid tax invoice, unless the margin scheme applies.
- 13.4. If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5. If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6. If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7. This condition will not merge on either settlement or registration.
- 13.8. In this condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1. If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2. The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) applied for the loan within two (2) business days of the day of sale; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves on the vendor, within two (2) clear business days after the approval date or any later date allowed by the vendor:
 - (i) written notice ending the contract; and
 - (ii) a letter from the purchaser's lender which details the amount of loan applied for, the date upon which the loan application was lodged and states the loan application has been rejected or not approved.
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3. All money paid must be refunded to the purchaser if the contract ends in accordance with this condition and neither party will have any further claim on the other.

15. Building report

- 15.1. If the particulars of sale specify that this contract is subject to a building report, this contract is subject to the purchaser obtaining a written report from a registered building practitioner or architect ("Building Report").
- 15.2. The purchaser may end the contract within fourteen (14) days from the day of sale if:
- (a) the Building Report discloses a current defect in a structure on the land and designates it as a major building defect; and
 - (b) serves written notice on the vendor ending the contract, together with a copy of the Building Report; and

- (c) is not in default under any other condition of this contract when the notice is given.
- 15.3. All money paid must be refunded to the purchaser if the contract ends in accordance with this condition and neither party will have any further claim on the other.
- 15.4. A notice under this 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.
- 15.5. The registered building practitioner or architect may inspect the property at any reasonable time for the purpose of preparing the Building Report.
- 15.6. If the purchaser ends the contract in accordance with this condition, the purchaser authorises the vendor to use the Building Report in any reasonable way (including attaching it to the Section 32 Statement) to bring the details contained in the Building Report to the attention of any other potential purchaser of the property and the purchaser warrants that the author of the Building Report consents to the use of the Building Report as contemplated by this condition.
- 15.7. The purchaser indemnifies and keeps indemnified the vendor against any cost, loss, damage, expense, penalty, fine of any nature which may be incurred by the vendor as a consequence of the breach of the warranty contained in this condition.

16. Pest report

- 16.1. If the particulars of sale specify that this contract is subject to a pest report, this contract is subject to the purchaser obtaining a written report from a pest control operator licensed under Victorian law ("Pest Report").
- 16.2. The purchaser may end the contract within fourteen (14) days from the day of sale if:
 - (a) the Pest Report discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land; and
 - (b) serves written notice on the vendor ending the contract, together with a copy of the Pest Report; and
 - (c) is not in default under any other condition of this contract when the notice is given.
- 16.3. All money paid must be refunded to the purchaser if the contract ends in accordance with this condition and neither party will have any further claim on the other.
- 16.4. A notice under this 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.
- 16.5. The pest control operator licensed under Victorian law may inspect the property at any reasonable time for the purpose of preparing the Pest Report.
- 16.6. If the purchaser ends the contract in accordance with this condition, the purchaser authorises the vendor to use the Pest Report in any reasonable way (including attaching it to the Section 32 Statement) to bring the details contained in the Pest Report to the attention of any other potential purchaser of the property and the purchaser warrants that the author of the Pest Report consents to the use of the Pest Report as contemplated by this condition.
- 16.7. The purchaser indemnifies and keeps indemnified the vendor against any cost, loss, damage, expense, penalty, fine of any nature which may be incurred by the vendor as a consequence of the breach of the warranty contained in this condition.

17. Adjustments

- 17.1. 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.
- 17.2. 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.
- 17.3. The purchaser must prepare the adjustments and must provide copies of current, not more than thirty (30) days old, certificates and other information used to calculate the adjustments to the vendor together with the adjustments three (3) clear business days prior to settlement.
- 17.4. Where the price of this contract is less than the threshold amount calculated pursuant to section 10I of the *Sale of Land Act 1962* then any tax for which the vendor is or may become liable in respect of the land under the *Land Tax Act 2005* or the *Commercial and Industrial Property Tax Reform Act 2024* is excluded from any adjustment and the purchaser is not required to pay any amount towards such tax.

18. Foreign resident capital gains withholding

- 18.1. Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this condition unless the context requires otherwise.
- 18.2. Every vendor under this contract is a foreign resident for the purposes of this 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.
- 18.3. The remaining provisions of this condition 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.
- 18.4. 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.
- 18.5. 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 condition; and
 - (b) ensure that the representative does so.
- 18.6. 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 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 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.
- 18.7. The representative is taken to have complied with the requirements of this condition if:
 - (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 18.8. 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 before the due date for settlement.
- 18.9. 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.
- 18.10. The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

19. GST withholding

- 19.1. 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 condition unless the context requires otherwise. Words and expressions first used in this condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 19.2. 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.
- 19.3. The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under condition 40 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.
- 19.4. The remaining provisions of this condition apply if the particulars specify GST withholding applies to this contract and the purchaser is 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 condition is to be taken as relieving the vendor from compliance with section 14-255.
- 19.5. 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.
- 19.6. 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.

- 19.7. 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.
- 19.8. The representative is taken to have complied with the requirements of this condition if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 19.9. The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this this condition, 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.
- 19.10. 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.
- 19.11. 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.
- 19.12. 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 condition 19.11; 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.

20. Abandoned goods

- 20.1. Any goods remaining on the land after settlement ownership vests in the purchaser.

21. Lease

- 21.1. The vendor must provide the purchaser with a copy of any written lease affecting the land and any amendments, subleases or assignments relating to the lease.
- 21.2. If the lease is a retail lease pursuant to the *Retail Leases Act 2003* the vendor must provide the purchaser with a copy of any disclosure statements provided to the tenant.

22. Terms contract

- 22.1. 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.

- 22.2. 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.

23. Smoke Alarms

- 23.1. The property may include a building to which the *Building Act 1993* and regulations apply which require the installation of a self-contained smoke alarm.
- 23.2. It is agreed that the purchaser shall comply with any such law or regulation pertaining to smoke alarms and the purchaser shall indemnify and keep the vendor indemnified against any non-compliance with any such a law or regulation.

24. Swimming Pools

- 24.1. The vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the *Building Act 1993* and applicable regulations. The purchaser is advised that building regulations require that pools and spas may be required to have barriers installed to restrict access.
- 24.2. The vendor accepts no liability if a barrier is required and not in place, or if an existing barrier does not meet the requirements of the *Building Act 1993* and applicable regulations.
- 24.3. The purchaser upon signing this contract accepts that at their cost they will be responsible for ensuring any required safety barrier is installed and or compliant.
- 24.4. Upon settlement being complete the purchaser must register the pool of spa with the local council immediately.
- 24.5. The purchaser indemnifies and keeps indemnified the vendor against any non-compliance of any law or regulations the subject of this condition from the day of sale.

25. Purchaser acknowledgements

- 25.1. The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection and are not relying upon any representation made by the vendor or any other person on the vendor's behalf and accept the property:
 - (a) in its present condition and state of repair;
 - (b) subject to all defects latent and patent;
 - (c) subject to any infestations and dilapidation;
 - (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - (e) subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
- 25.2. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.
- 25.3. The purchaser further acknowledges:
 - (a) that they have received from the vendor or the vendor's estate agent: a section 32 vendor's statement executed by the vendor; and a copy of this contract.

26. Condition of property and goods and chattels

- 26.1. The purchaser acknowledges that the purchaser has inspected the property, goods and chattels prior to the day of sale. The purchaser agrees that the purchaser is purchasing and will accept delivery of the property, goods and chattels in their present condition and state of repair, subject to fair wear and tear, and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no obligation to carry out repairs, renovations, alterations or improvements.
- 26.2. The purchaser accepts the Property:
 - (a) with all existing and future planning, environmental and building controls and approvals; and

- (b) subject to all defects, any non-compliance with any of those controls or approvals and all dilapidation and infestation.

27. Entire understanding

- 27.1. This contract contains the entire understanding between the parties as to the subject matter of this contract.
- 27.2. All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this contract are merged in and superseded by this contract and are of no effect. No party is liable to any other party in respect of those matters.
- 27.3. No oral explanation or information provided by any party to another:
 - (a) affects the meaning or interpretation of this contract; or
 - (b) constitutes any collateral agreement, warranty or understanding between any of the parties.

28. Stamp Duty: purchasers buying unequal interests

- 28.1. If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 28.2. If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 28.3. The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 28.4. This Special Condition will not merge on completion.

29. Foreign acquisitions

- 29.1. The purchaser warrants:
 - (a) that it is empowered to enter into contract and can do so without consent from any other person or has already obtained that consent;
 - (b) that it is not prohibited by or under any Law (including the *Foreign Acquisitions and Takeovers Act 1975*) from entering into or completing this contract and indemnifies the vendor against any penalties, fines, legal costs, claims or loss or damage suffered by the vendor as a result of a breach of this warranty; and
 - (c) that the buyers enter into this contract in reliance on its own inspection and enquiries relating to the property and does not enter into this contract on the basis of the information in the Section 32 Statement.

30. Auction

- 30.1. If the property is sold at public auction the rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2024 or any rules prescribed by regulation which modify or replace those rules.

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 this condition, but may claim compensation from the vendor after settlement.

32. Continuing obligations

32.1. All rights and obligations of a party which have not been performed at the settlement date are not extinguished or affected by completion of this contract or the transfer of the Property, unless those rights or obligations are specifically waived or released by a document signed by all parties.

33. No merger

33.1. Each right or obligation of any party under this contract that can operate or have effect on or after the settlement, expiration, termination or rescission of this contract will not merge on the occurrence of that event or in the Transfer of the Land to the purchaser, but will remain in full force and effect.

34. Severability

34.1. If anything in this contract is found to be illegal or unenforceable it may be severed from the contract and the rest of the contract will apply.

35. Counterparts and electronic execution

35.1. This contract may be signed in any number of counterparts and the counterparts taken together will constitute one document.

35.2. In this 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.

35.3. The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

35.4. 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.

35.5. 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.

35.6. 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.

36. Governing law and jurisdiction

36.1. This contract is governed by and is to be construed in accordance with the laws applicable in Victoria.

36.2. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

37. Liability

37.1. An obligation of two or more persons binds them separately and together.

38. Time and co-operation

38.1. Time is of the essence of this contract.

- 38.2. 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.
- 38.3. 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.
- 38.4. Any unfulfilled obligation will not merge on settlement.

39. Service

- 39.1. 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.
- 39.2. A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under condition 14 [loan approval], 15 [building report] or 16 [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.
- 39.3. A document is sufficiently served if served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 39.4. Unless proven otherwise, any document properly sent by:
 - (a) express post is taken to have been served on the second business day after posting;
 - (b) priority post is taken to have been served on the fifth business day after posting;
 - (c) regular post is taken to have been served on the eighth business day after posting;
 - (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*.
- 39.5. In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

40. Nominee

- 40.1. 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.
- 40.2. Any nomination of a substitute or additional transferee must be in writing and signed by the purchaser and the nominee(s).
- 40.3. If the nominee(s) is a proprietary limited company the vendor requires all directors of the proprietary limited company(ies) to guarantee the purchaser's performance of this contract by signing a deed in the form included in this contract and delivering to the vendor simultaneously with the signed contract.
- 40.4. Failure to sign a guarantee(s) in the standard form contained within this contract will constitute a default pursuant to this contract.
- 40.5. On each occasion where a substitute or additional purchaser is nominated the nominee will compensate the vendor \$450.00 (plus GST) at settlement or on written demand, being a reasonable pre-estimate the vendors additional legal costs for the nomination(s).

41. Inspection

- 41.1. 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.

42. Liability of signatory

42.1. 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.

43. Guarantee

43.1. If the purchaser is a proprietary limited company the vendor requires all directors of the proprietary limited company to guarantee the purchaser's performance of this contract by signing a deed in the form included in this contract and delivering to the vendor simultaneously with the signed contract.

43.2. Failure to sign a guarantee(s) in the standard form contained within this contract will constitute a default pursuant to this contract.

44. Notices

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

45. Breach

45.1. 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

46. Interest

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

47. Default or termination

47.1. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the settlement date, then the vendor will or may suffer the following losses and expenses which the purchaser will be required to pay to the vendor in addition to interest and any other moneys payable in accordance with the terms of this contract:

- (a) accommodation expenses necessarily incurred by the vendor;
- (b) legal costs and expenses as between the vendor's legal practitioner (or other representative) and the vendor on a full indemnity basis or solicitor and own client basis whichever is higher; and
- (c) penalties, costs, interest and expenses (or any of them) payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property.

47.2. The purchaser acknowledges and agrees that if condition 49.4(a) applies and if the purchaser has not paid to the vendor a deposit of 10% of the price then the balance of 10% of the price will be a debt due and payable by the purchaser to the vendor on demand.

47.3. The purchaser acknowledges that all deposit moneys paid to the vendor in accordance with the terms of the contract as at the date of termination of the contract are non-refundable and will be retained by the vendor.

48. Default notice

48.1. 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.

48.2. 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.

49. Default not remedied

49.1. 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.

49.2. 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 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.

49.3. 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.

49.4. If the contract ends by a default notice given by the vendor:

- (a) 10% of the price is forfeited to the vendor as the vendor's absolute property, whether 10% 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.

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

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED by the said)
in the presence of:)

.....
Witness

.....
Name of witness

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

..... Director
Director

SIGNED, SEALED AND DELIVERED by the said)
in the presence of:)

.....
Witness

.....
Name of witness

EXECUTED by)
by being signed by those persons authorised to)
sign for the company)

..... Director
Director

Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

To: Purchaser.

Property address: Unit 5, 2-4 Newton Street, Chadstone VIC 3148

Lot no.: 5 Plan of subdivision: 609230P

Volume: 12631

Folio: 558

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

From: Vendor.

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 5, 2-4 NEWTON STREET, CHADSTONE VIC 3148
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Vendor's name	Lim Swee Gin	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) Their total does not exceed: \$6,700.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> 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.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

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):

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

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.

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

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

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

VOLUME 12631 FOLIO 558

Security no : 124129554370L
Produced 03/11/2025 08:02 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 609230P.
PARENT TITLE Volume 11041 Folio 298
Created by instrument AZ470122W 11/08/2025

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
SAMUEL VINCENT PONNIAH of 128 KIM TIAN ROAD #03-119 SINGAPORE 1601 28 SINGAPORE
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
LIM SWEE GIN of 128 KIM TIAN ROAD #03-119 SINGAPORE 1601 28 SINGAPORE
AH045051X 17/02/2010

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS609230P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	APPLICATION	STATUS	DATE
AZ470122W (E)	APPLICATION LOST TITLE	Registered	03/09/2025

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

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

Street Address: UNIT 5 2-4 NEWTON STREET CHADSTONE VIC 3148

ADMINISTRATIVE NOTICES

NIL

eCT Control 26396X HILLVIEWS LAW & CONVEYANCING
Effective from 03/09/2025

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS609230P

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS609230P
Number of Pages (excluding this cover sheet)	4
Document Assembled	03/11/2025 08:02

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

PLAN OF SUBDIVISION	STAGE NO <hr/>	LR use only EDITION 1	Plan Number PS 609230P
----------------------------	-------------------	---------------------------------	----------------------------------

Location of Land
 Parish MULGRAVE
 Township: -
 Section: -
 Crown Allotment: -
 Crown Portion: 44 (PART)
 LR Base Record: DCMB
 Title Reference: VOL 10058 FOL 662
 Last Plan Reference: LOT 1 ON LP 22229IN
 Postal Address: 2 NEWTON STREET,
 (at time of subdivision) CHADSTONE 3148
 MGA Co-ordinates E 332 365 Zone 55
 (of approx. centre of land N 5 804 830
 in plan)

Council Certification and Endorsement
 Council Name: CITY OF MONASH Ref: 8627
 1. This plan is certified under section 6 of the Subdivision Act 1988.
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6~~ / /
~~3. This is a statement of compliance issued under section 21 of Subdivision Act 1988.~~
OPEN SPACE
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has ~~has not~~ been made.
 (ii) The requirement has been satisfied.
 (iii) ~~The requirement is to be satisfied in Stage~~
 Council Delegate
~~Council Seal~~
 Date 13 / 6 / 07
 Re-certified under section 11(7) of the Subdivision Act 1988.
 Council Delegate
 Council Seal
 Date / /

Vesting of roads and/or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations
Staging This is not a staged subdivision
 Planning Permit No.
Depth Limitation DOES NOT APPLY
 Boundaries shown by continuous thick lines are defined by buildings.
 Location Of Boundaries Defined by Buildings.
 Median: BOUNDARIES MARKED 'M'
 Exterior Face: ALL OTHER BOUNDARIES
 CP: DENOTES COMMON PROPERTY No.1

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS

Survey This plan is based on survey
 This survey has been connected to permanent marks no(s)
 In proclaimed Survey Area No.

Easement Information

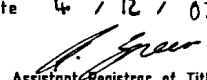
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH


LR use only
 Statement of Compliance/
 Exemption Statement

Received
 Date 12 / 11 / 07

LR use only
 PLAN REGISTERED
 TIME 8:40 am
 Date 4 / 12 / 07

 Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

Nilsson, Noel & Holmes (Surveyors) Pty Ltd.
 A.C.N. 067 949 615
 Surveyors, Engineers & Town Planners
 8A Codrington Street, Cranbourne 3977
 Phone (03) 5996 4133 Fax (03) 5996 6119



LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS
 SIGNATURE DATE 05/06/2007
 REF 6331
 DWG No. 6331S VER 02
 DISK No. CD008

DATE 13 / 6 / 07
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

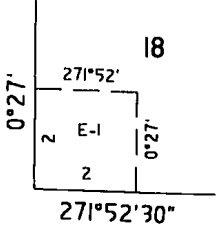
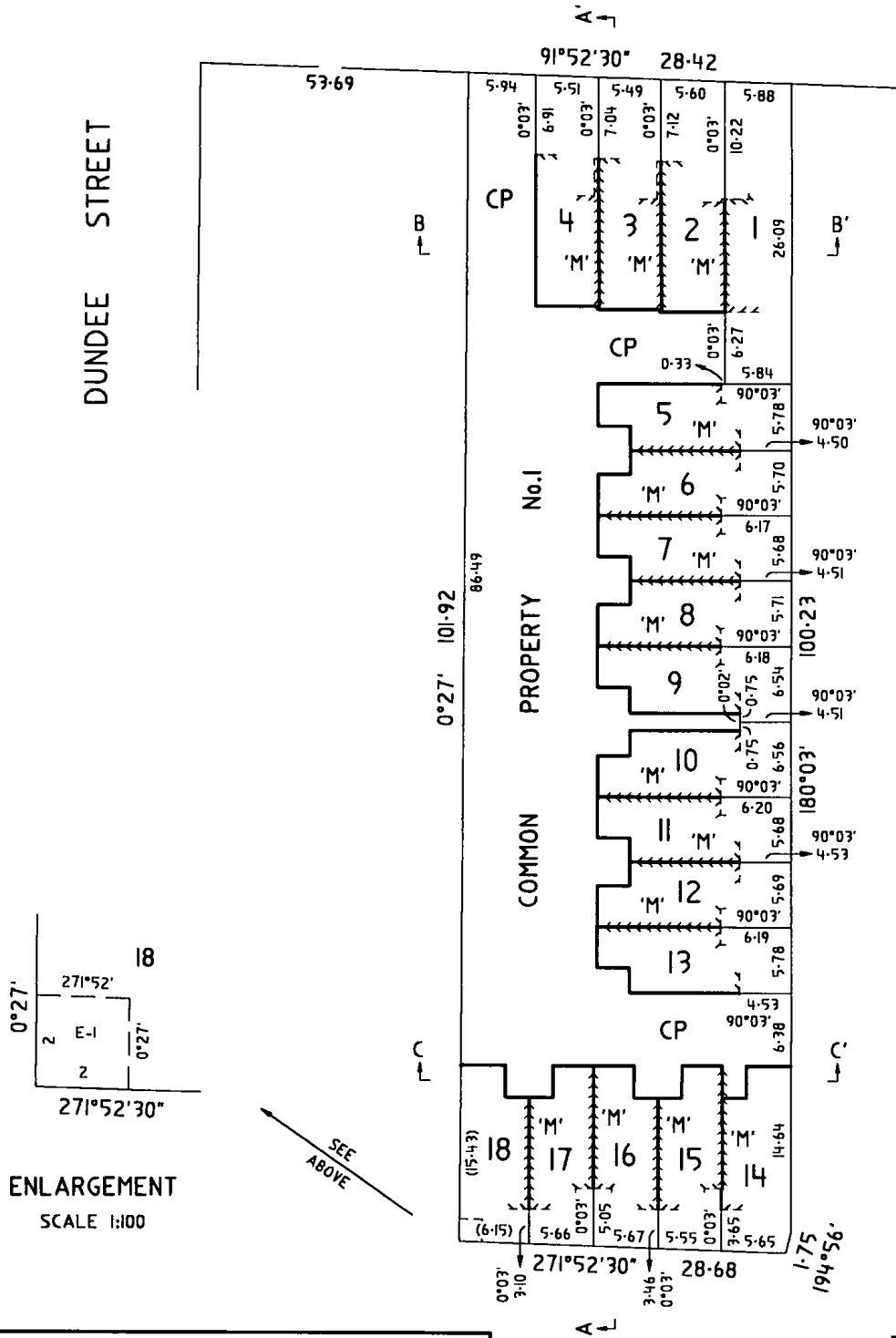
Plan Number

PS 609230P

NEWTON STREET

DUNDEE STREET

APPROX TRUE NORTH



ENLARGEMENT
SCALE 1:100

SEE ABOVE

Nilsson, Noel & Holmes (Surveyors) Pty Ltd.

A.C.N. 067 949 615
Surveyors, Engineers & Town Planners.
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Fax (03) 5996 6119

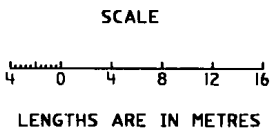


DIAGRAM 1

GROUND STOREY & GROUND LEVEL

SHEET 2

ORIGINAL
SCALE
1:400
SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS

SIGNATURE DATE 05/06/2007

REF 6331

DWG No. 6331S VER 02

DISK No.
CD008

DATE 13 / 6 / 07

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

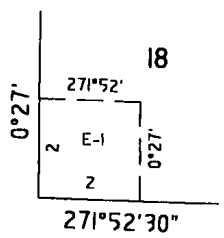
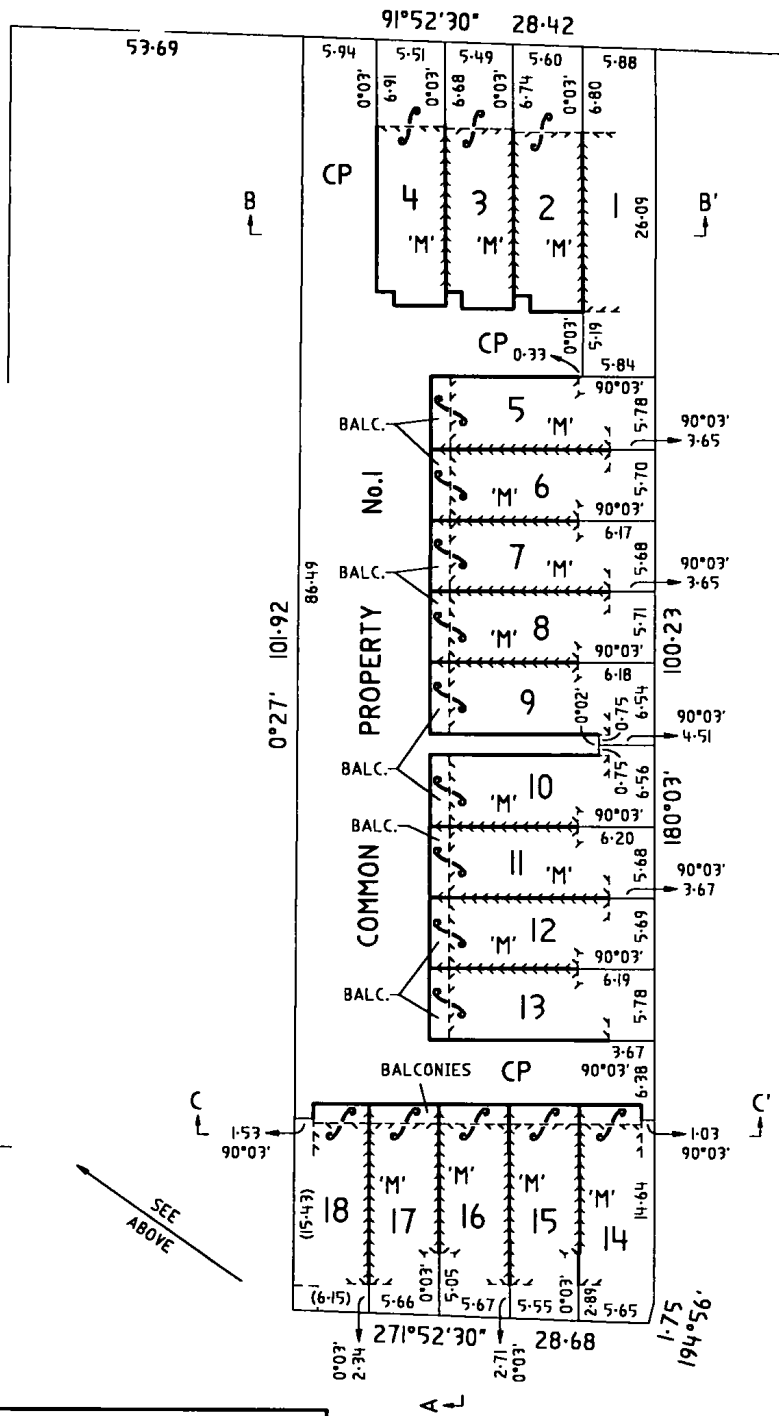
Stage No.

Plan Number

PS 609230P

NEWTON STREET

DUNDEE STREET



ENLARGEMENT
SCALE 1:100

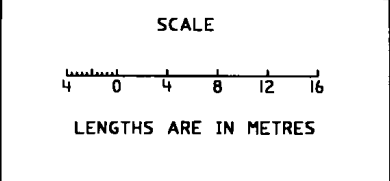
SEE ABOVE

DIAGRAM 2
TOPMOST STOREY

Nilsson, Noel & Holmes (Surveyors) Pty Ltd.
 A.C.N. 067 949 615
 Surveyors, Engineers & Town Planners.
 8A Codrington Street, Cranbourne 3977
 Phone (03) 5996 4133 Fax (03) 5996 6119



ORIGINAL
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SHEET SIZE
A3

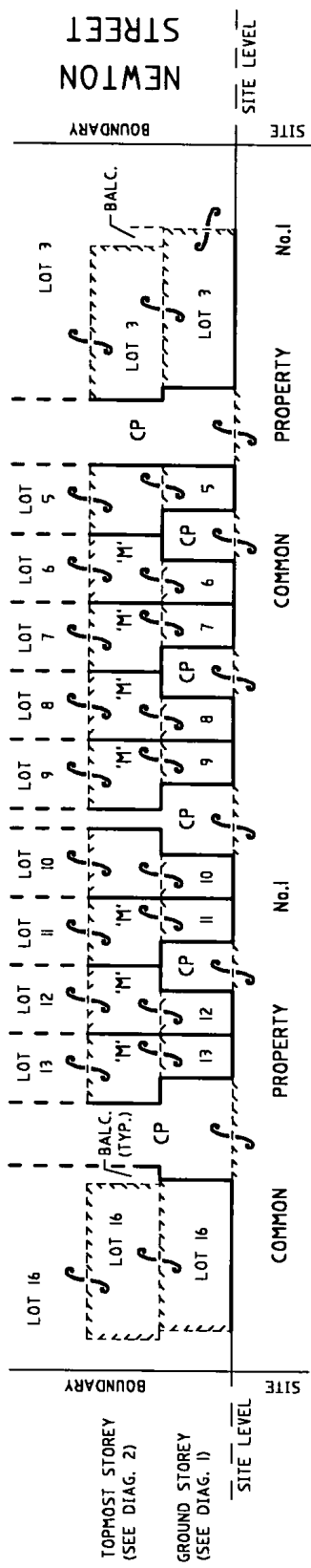


LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS.
 SIGNATURE DATE 05/06/2007
 REF 6331
 DWG No. 63315 VER 02
 DISK No. CD008

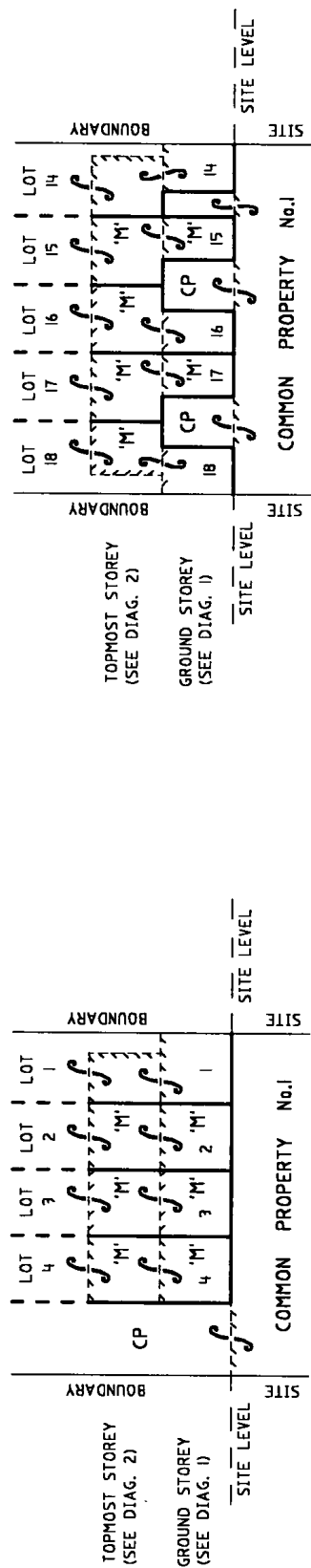
SHEET 3
 DATE 13 / 6 / 07
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 Original sheet size A3

PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS 609230P



SECTION A-A'
 NOT TO SCALE



SECTION B-B'
 NOT TO SCALE

SECTION C-C'
 NOT TO SCALE

<p>Nilsson, Noel & Holmes (Surveyors) Pty Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners. 8A Codrington Street, Cranbourne. 3977 Phone (03) 5996 4133 Fax (03) 5996 6119</p>	<p>ORIGINAL SCALE NTS SHEET SIZE A3</p>	<p>SCALE LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS. SIGNATURE DATE 05/06/2007 REF 6331 DWG No 6331S VER 02</p>
			<p>SHEET 4</p>
			<p>DATE 13 / 6 / 07 COUNCIL DELEGATE SIGNATURE</p>

From www.planning.vic.gov.au at 11 November 2025 12:55 PM

PROPERTY DETAILS

Address: **5/2-4 NEWTON STREET CHADSTONE 3148**
 Lot and Plan Number: **Lot 5 PS609230**
 Standard Parcel Identifier (SPI): **5\PS609230**
 Local Government Area (Council): **MONASH**
 Council Property Number: **248537**
 Planning Scheme: **Monash**
 Directory Reference: **Melway 69 G4**

www.monash.vic.gov.au

[Planning Scheme - Monash](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Yarra Valley Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

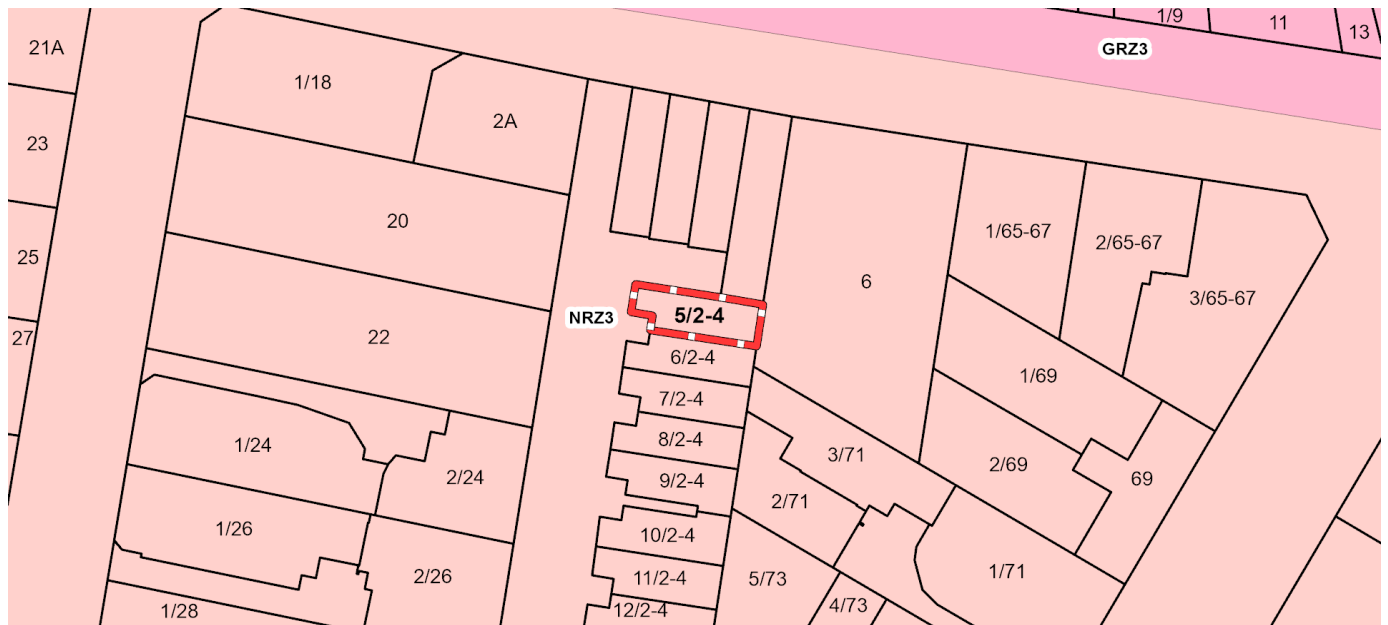
Legislative Council: **SOUTHERN METROPOLITAN**
 Legislative Assembly: **OAKLEIGH**
 OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



GRZ - General Residential **NRZ - Neighbourhood Residential**
 Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

No planning overlay found

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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).

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 6 November 2025.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 03/11/2025 08:02:41 AM

OWNERS CORPORATION 1
PLAN NO. PS609230P

The land in PS609230P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AL274830H 06/08/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AG539307T 12/06/2009

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/11/2025 08:02:41 AM

**OWNERS CORPORATION 1
PLAN NO. PS609230P**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Total	1800.00	1800.00

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.

Owners Corporation 609230P
2 - 4 Newton Street CHADSTONE VIC 3148

Owners Corporation Certificate

Date Of Issue: Friday, 7 November 2025

Owners Corporation Certificate

Section 151 Owners Corporation Act 2006 and Reg 11 Owners Corporation Regulations 2018
Subdivision Act 1988

Owners Corporation No. 1 Strata Plan No. 609230P

Lot Address:	2 - 4 Newton Street CHADSTONE VIC 3148
Vendor Name:	SAMUEL VINCENT PONNIAH & LIM SWEE GIN
Reference:	
Certificate Prepared For:	Joseph Detering
Contact e-Mail:	joseph@hillviews.com.au
Contact Number:	0400290015

This certificate is issued for Lot 5 / Unit 5 on Plan No. 609230P

The postal address of which is c/- Body Corporate Strata Group - BCSG PO Box 7078 Hawthorn Vic 3122

IMPORTANT: The information in this certificate is issued on 07 November 2025. You should obtain a new certificate for current information prior to settlement.

- 1. Please see attached Owners Corporation Lot Financial Ledger PDF for details.**
- 2. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:**
Please refer to the recent minutes of the Owners Corporation, as attached to this certificate and note the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing financial requirements of the Owners Corporation.

3. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	WBP PROPERTY GROUP PTY. LTD.
Last Valuation Date:	26 April 2024
Amount At Last Valuation Date:	\$8,470,000.00
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006054207
Premium:	\$14,286.36
Policy Expiry Date:	01 November 2026

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: CHU Residential Strata Insurance Plan
Insured: OC No. 609230P
Situation: 2 - 4 Newton Street CHADSTONE VIC 3148
Policy Period: 01/11/2025 - 01/11/2026 at 4.00pm

Covering:

Policies Selected		Sum Insured
POLICY 1	INSURED PROPERTY	
	Building:	\$8,724,100.00
	Common Area Contents:	\$87,241.00
	Loss of Rent & Temporary Accommodation (total payable):	\$1,308,615.00
	Lot Owners' Fixtures and Improvements (per lot):	\$250,000.00
	Optional Extensions:	
	Catastrophe Insurance Sum Insured	\$1,308,615.00
	Extended Cover - Loss of Rent & Temporary Accommodation:	\$196,292.00
	Escalation in Cost of Temporary Accommodation:	\$65,430.00
	Cost of Removal, Storage and Evacuation:	\$65,430.00
	Machinery Breakdown:	\$0.00
	Lot Owners' Contents inclusion (per lot):	Not Selected
POLICY 2	LIABILITY TO OTHERS	\$30,000,000.00
	VOLUNTARY WORKERS	
POLICY 3	Death:	\$300,000.00
	Total Disablement:	\$3,000.00 per week
POLICY 4	FIDELITY GUARANTEE	\$250,000.00
POLICY 5	OFFICE BEARER'S LEGAL LIABILITY	\$5,000,000.00
POLICY 6	Government Audit Costs and Legal Expenses	
	Government Audit Costs:	\$25,000.00
	Appeal expenses - common property health & safety breaches:	\$100,000.00
	Legal Defence Expenses	\$50,000.00

Flood Cover is Included.**EXCESSES**

Section 1 - Insured Property Standard: \$2,000

Other excesses payable are shown in the Policy Wording.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Underwriting Agency:

CHU Underwriting Agencies Pty Ltd
 Level 21/150 Lonsdale Street
 MELBOURNE VIC 3000
 ABN: 18 001 580 070 AFSL: 243 261

Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
ABN: 78 003 191 035 AFSL: 239 545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administrator of an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722

PO Box 7069, Hawthorn North VIC 3122

Tel: 03 9597 0357

Email: contacts@stratainsurance.net

Web: www.stratainsurance.net

4. The Owners Corporation has resolved that members may arrange their own insurance under Section 63 of the Act as follows:

Not Applicable.

5. The total funds held by the Owners Corporation as follow:

Date of Issue:	07 November 2025
Admin Bank Balance:	\$21,815.22
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$21,815.22

6. The Owners Corporation has liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above as follows:

Not Applicable.

7. The Owners Corporation has granted contracts, leases, licenses or agreements affecting the common property as follows:

Not Applicable.

8. The Owners Corporation has made agreement to provide services to members and occupiers for a fee as follows:

Not Applicable.

9. The Owners Corporation has notices or orders served within in the last 12 months that have not been satisfied as follows:

Not Applicable.

10. The Owners Corporation is party to any proceedings or aware of any notices or orders which may give rise to proceedings as follows:

Not Applicable.

11. The Owners Corporation has resolved to appoint a manager.

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

Misc. Event

Each unit is responsible for their own recycling bin; whereas the general waste rubbish bins and green waste bins are shared. The general waste rubbish and green bins are not individually labelled and are stored in the common area next to the driveway (away from the units). All residents are encouraged to fill up as few bins as possible, and to take it in turns to take out and bring in the bins.

14. Appended documents following:

- 14.1. Lot Financial Ledger
- 14.2. Minutes Of Most Recent Meeting
- 14.3. Model Rules
- 14.4. Statement of Advice and Information
- 14.5. Insurance Certificate

If you are buying or selling a property, please ensure upon settlement Notice of Acquisition and Disposition is provided to feedback@bodycorporatestrata.com.au. to ensure owners details are updated accordingly.

Signed on behalf of the Owners Corporation 609230P by



Alana Meginess
Body Corporate Strata Group - BCSG
03 7049 3004
PO Box 7078 Hawthorn Vic 3122



In capacity as Manager pursuant to an instrument of delegation made by the Owners Corporation
Further information can be obtained by an inspection of the owners corporation register

OWNERS CORPORATION LOT FINANCIAL LEDGER

For The Period: 06/11/2024 - 05/11/2026

Owners Corporation Number: 609230P






Lot Number: Lot 5 (Unit 5)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/12/2025	854602238416	Standard Levy From 01/12/2025 To 28/02/2026	\$516.65	-	\$1.78	DR
Payment Receipt	05/11/2025	854602238416	Payment: Standard Levy From 01/12/2025 To 28/02/2026	-	\$514.87	(\$514.87)	CR
Payment Receipt	05/11/2025	854602238399	Payment: Standard Levy From 01/09/2025 To 30/11/2025	-	\$1.78	\$0.00	DR
Payment Receipt	10/09/2025	854602238399	Payment: Standard Levy From 01/09/2025 To 30/11/2025	-	\$514.87	\$1.78	DR
Payment Receipt	10/09/2025	854602238383	Payment: Standard Levy From 01/06/2025 To 31/08/2025	-	\$161.82	\$516.65	DR
			Interest Paid		\$4.48		
Paid	01/09/2025	854602238399	Standard Levy From 01/09/2025 To 30/11/2025	\$516.65	-	\$682.95	DR
Payment Receipt	12/06/2025	854602238446	Payment: Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	-	\$81.18	\$166.30	DR
			Interest Paid		\$2.18		
Payment Receipt	12/06/2025	854602238383	Payment: Standard Levy From 01/06/2025 To 31/08/2025	-	\$354.83	\$249.66	DR
Payment Receipt	12/06/2025	829937183687	Payment: Standard Levy From 01/03/2025 To 31/05/2025	-	\$36.77	\$604.49	DR
			Interest Paid		\$1.04		
Paid	01/06/2025	854602238383	Standard Levy From 01/06/2025 To 31/08/2025	\$516.65	-	\$642.30	DR
			Interest Due	\$4.48			
Payment Receipt	12/03/2025	829937183687	Payment: Standard Levy From 01/03/2025 To 31/05/2025	-	\$439.29	\$121.17	DR
Payment Receipt	12/03/2025	829937182577	Payment: Standard Levy From 01/12/2024 To 28/02/2025	-	\$24.53	\$560.46	DR
			Interest Paid		\$12.18		
Paid	06/03/2025	854602238446	Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	\$81.18	-	\$597.17	DR
			Interest Due	\$2.18			
Payment Receipt	04/03/2025	830138086728	Payment: Adjustment to align with budget as resolved at the 2024 AGM From 01/12/2023 To 28/02/2024 as resolved at AGM	-	\$48.97	\$513.81	DR
			Interest Paid		\$3.76		
Payment Receipt	04/03/2025	830137986916	Payment: Standard Levy Contribution From 01/06/2024 To 31/08/2024	-	\$476.06	\$566.54	DR
			Interest Paid		\$32.09		
Payment Receipt	04/03/2025	830137986900	Payment: Standard Levy Contribution From 01/03/2024 To 31/05/2024	-	\$476.06	\$1,074.69	DR
			Interest Paid		\$36.52		
Payment Receipt	04/03/2025	829937182577	Payment: Standard Levy From 01/12/2024 To 28/02/2025	-	\$451.53	\$1,587.27	DR
Payment Receipt	04/03/2025	829937181509	Payment: Standard Levy From 01/09/2024 To 30/11/2024	-	\$476.06	\$2,038.80	DR
			Interest Paid		\$24.00		
Payment Receipt	04/03/2025	808551055610	Payment: Standard Levy Contribution From 01/09/2023 To 30/11/2023	-	\$427.10	\$2,538.86	DR
			Interest Paid		\$62.60		
Payment Receipt	04/03/2025	791706252520	Payment: Adjustment levy to align with the increased budget as resolved at the 2023 AGM From 01/12/2022 To 28/02/2023	-	\$64.33	\$3,028.56	DR
			Interest Paid		\$12.92		
Payment Receipt	04/03/2025	791706182024	Payment: Standard Levy Contribution From 01/03/2023 To 31/05/2023	-	\$87.90	\$3,105.81	DR
Payment Receipt	04/03/2025	791706182024	Payment: Standard Levy Contribution From 01/03/2023 To 31/05/2023	-	\$339.20	\$3,193.71	DR
			Interest Paid		\$85.77		
Payment Receipt	04/03/2025	791653066575	Payment: Standard Levy From 01/12/2023 To 28/02/2024	-	\$427.10	\$3,618.68	DR
			Interest Paid		\$53.71		
Payment Receipt	04/03/2025	791653064373	Payment: Standard Levy From 01/06/2023 To 31/08/2023	-	\$427.10	\$4,099.49	DR
			Interest Paid		\$75.12		

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Payment Receipt	04/03/2025	761461640151	Payment: Adjustment levy to align with the increased budget as resolved at the 2022 AGM From 01/12/2021 To 28/02/2022	-	\$5.32	\$4,601.71	DR
Payment Receipt	04/03/2025	761461599000	Payment: Standard Levy Contribution From 01/03/2022 To 31/05/2022 Interest Paid	-	\$362.76 \$107.64	\$4,607.03	DR
Payment Receipt	04/03/2025	760806536660	Payment: Standard Levy From 01/12/2022 To 28/02/2023 Interest Paid	-	\$362.76 \$81.89	\$5,077.43	DR
Payment Receipt	04/03/2025	760806535576	Payment: Standard Levy From 01/09/2022 To 30/11/2022 Interest Paid	-	\$362.76 \$90.94	\$5,522.08	DR
Payment Receipt	04/03/2025	760806534495	Payment: Standard Levy From 01/06/2022 To 31/08/2022 Interest Paid	-	\$362.76 \$100.08	\$5,975.78	DR
Payment Receipt	04/03/2025	749094225652	Payment: Standard Fee Contribution Schedule From 01/12/2021 To 28/02/2022 Interest Paid	-	\$357.44 \$116.44	\$6,438.62	DR
Payment Receipt	04/03/2025	748854019017	Payment: Standard Fee Contribution Schedule From 01/09/2021 To 30/11/2021 Interest Paid	-	\$357.45 \$125.35	\$6,912.50	DR
Payment Receipt	04/03/2025	748854018986	Payment: Standard Fee Contribution Schedule From 01/06/2021 To 31/08/2021 Interest Paid	-	\$357.45 \$134.36	\$7,395.30	DR
Payment Receipt	04/03/2025	748854018955	Payment: Standard Fee Contribution Schedule From 01/03/2021 To 31/05/2021 Interest Paid	-	\$357.45 \$143.37	\$7,887.11	DR
Payment Receipt	04/03/2025	748854018923	Payment: Adjustment levy to align with the increased budget as resolved at the 2021 AGM from 01/12/2020 to 28/02/2021 From 01/12/2020 To 28/02/2021 Interest Paid	-	- \$23.58	\$8,387.93	DR
Payment Receipt	04/03/2025	748854018892	Payment: Standard Fee Contribution Schedule From 01/12/2020 To 28/02/2021 Interest Paid	-	\$333.85 \$142.14	\$8,411.51	DR
Payment Receipt	04/03/2025	748854018861	Payment: 2nd Installment - Refer to Letter sent on 8th July for repairs to roof	-	\$1,100.00	\$8,887.50	DR
Payment Receipt	04/03/2025	748854018829	Payment: Standard Fee Contribution Schedule From 01/09/2020 To 30/11/2020 Interest Paid	-	\$333.85 \$150.46	\$9,987.50	DR
Payment Receipt	04/03/2025	748854018798	Payment: Refer to Letter sent on 8th July for repairs to roof (ridge cappings)	-	\$652.58	\$10,471.81	DR
Paid	01/03/2025	829937183687	Standard Levy From 01/03/2025 To 31/05/2025 Interest Due	\$476.06 \$1.04	-	\$11,124.39	DR
Payment Receipt	17/02/2025	748854018798	Payment: Refer to Letter sent on 8th July for repairs to roof (ridge cappings)	-	\$447.42	\$10,647.29	DR
Payment Receipt	17/02/2025	748854018767	Payment: Standard Fee Contribution Schedule From 01/06/2020 To 31/08/2020 Interest Paid	-	\$333.85 \$157.50	\$11,094.71	DR
Payment Receipt	17/02/2025	748854018736	Payment: Standard Fee Contribution Schedule From 01/03/2020 To 31/05/2020 Interest Paid	-	\$333.85 \$165.37	\$11,586.06	DR
Payment Receipt	17/02/2025	748854018704	Payment: Adjustment levy to align with the increased budget as resolved at the 2020 AGM from 01/12/2019 to 29/02/2020 From 01/12/2019 To 29/02/2020 Interest Paid	-	- \$12.33	\$12,085.28	DR
Payment Receipt	17/02/2025	748854018673	Payment: Standard Fee Contribution Schedule From 01/12/2019 To 29/02/2020 Interest Paid	-	\$295.47 \$154.21	\$12,097.61	DR
Paid	01/12/2024	829937182577	Standard Levy From 01/12/2024 To 28/02/2025 Interest Due	\$476.06 \$12.18	-	\$12,547.29	DR
Opening Balance at (06/11/2024)				\$12,059.05	-	\$12,059.05	DR
Closing Balance at (05/11/2026)				\$1.78	-	\$1.78	DR

Standard Contributions Paid Until: (30/11/2025)

If any of the payment references below have changed you should have received an independent notification from your manager.

 MACQUARIE BANK	DEFT PAYMENT SYSTEMS	^Internet payments by bank account require pre-registration. Please complete a Customer Initiated Direct Debit registration form available at https://www.deft.com.au/ Payments by Credit Card do not require pre-registration and a surcharge may apply.
	Pay by Credit Card or ^pre-registered bank account at https://www.deft.com.au/ Or by Credit Card via your StrataPort Lot Owner Resources Your DEFT Reference Number: 29255944078853	 Pay in person at any Australia Post Office by Cheque or EFTPOS.  *496 292559440 78853
	Pay via BPAY: Biller Code: 96503 Ref: 29255944078853	

Owners Corporation 609230P

2 - 4 Newton Street CHADSTONE VIC 3148

MINUTES OF MEETING

Meeting Type: Annual General Meeting
Date / Time: Wednesday, 29 January 2025 4:00 PM
Location: Microsoft Teams, Please RSVP to
ameginess@bodycorporatestrata.com.au for Link.

Minutes of the Annual General Meeting

Owners Corporation	609230P
Property Address	2 - 4 Newton Street CHADSTONE VIC 3148
Meeting Date	Wednesday, 29 January 2025
Meeting Location	Microsoft Teams, Please RSVP to ameginess@bodycorporatestrata.com.au for Link.
Meeting Commenced	4:00 PM
Rep by	Alana Meginess
Members Present	Amanda Dennison (3)
Proxies	SHANE & LUCIA BLACK (7) - represented by Alana Meginess
Apologies	Nil
Non Attendance	Avril Cleodine Price (1), ANDY OCTAVIANUS BUDIMAN (2), Socheata & Tony Huynh * (4), SAMUEL VINCENT PONNIAH & LIM SWEE GIN * (5), HARSIMRAN SINGH (6), CASSANDRA KELLY GASH (8), KOSTANDINOS CAIMAKAMIS (9), DR AIK LYN TAN & DR ANGELA GRACIA BONDESTO CRUZ (10), Tara Judith Simpson (11), Ms Karen Jane Malone (12), Alle Goureeve (13), Nathan Gurry & Tatiana Viegas-Gurry (14), Gregory Zilberman (15), Anthony Zanker & Nathan Mountford (16), Robert G Makinson (17), SOPHIE CHRISTOFAKAKIS (18)

* Indicates the Lot Owner was Not-financial.

1. Declaration Of A Quorum

Attendance by Lot	Attendance by UOL
Total Eligible Attendees: 2	Total Eligible Attendee UOL: 200
Total Units: 18	Total UOL: 1800
Attendance Percentage: 11.11 %	Attendance Percentage: 11.11%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become resolutions of the Owners Corporation on the 29th day provided the Owners Corporation does not receive a petition of Owners representing 25% of total lot entitlements.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

2. Election Of A Chairperson For The Meeting

Alana Meginess is elected Chairperson for the Annual General Meeting.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 17-Apr-2024

The members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

4. Financial Statements

Building Financial Year End Date: 30-Nov-2024

Bank balance (Administration): \$11,533.13

Bank balance (Maintenance/Investment): \$0.00

The members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the financial reports as presented by the manager.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

5. Financial Liquidity

The Owners Corporation resolved that a Special Levy for the purpose of financial liquidity is not currently required.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

6. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total
Caretaking	CARETAKING-A	\$2,500.00
Common Electricity	ELECTRICITY-A	\$900.00
Common Water	WATER-A	\$50.00
Disbursement Fee	DSBRSMNT-A	\$1,530.00
ESM Audit	ESM-AUDIT-A	\$1,000.00
ESM Repairs	ESM-A	\$550.00
Insurance Premium	INS-PREMIUM-A	\$21,000.00
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$600.00
Maintenance	MAINTENANCE-A	\$2,000.00
Management Fees	MNGMNT-FEES-A	\$6,530.00
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$99.00
Schedule 2.2 charges	SCHEDULE-2.2-A	\$440.00
Total Admin Fund		\$37,199.00

Maintenance Fund

Expense Account Name	GL Code	Proposed Total
Nil Maintenance Fund items		
Total Maintenance Fund		\$0.00

The Members of the Owners Corporation resolved by ordinary resolution to approve the budget as proposed by the Manager. Members further resolved that the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

7. Owners Contribution Fee Schedule

Total UOL: 1800

Fee Frequency: Quarterly

Fee Year Start Date: 01-Dec-2024

Instalment Number	Date
1	01-Dec-2024
2	01-Mar-2025
3	01-Jun-2025
4	01-Sep-2025

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Avril Cleodine Price (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
2	ANDY OCTAVIANUS BUDIMAN (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
3	Amanda Dennison (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
4	Socheata & Tony Huynh (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
5	SAMUEL VINCENT PONNIAH & LIM SWEE GIN (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
6	HARSIMRAN SINGH (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
7	SHANE & LUCIA BLACK (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
8	CASSANDRA KELLY GASH (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
9	KOSTANDINOS CAIMAKAMIS (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
10	DR AIK LYN TAN & DR ANGELA GRACIA BONDESTO CRUZ (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
11	Tara Judith Simpson (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
12	Ms Karen Jane Malone (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
13	Alle Goureeve (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
14	Nathan Gurry & Tatiana Viegas- Gurry (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
15	Gregory Zilberman (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
16	Anthony Zanker & Nathan Mountford (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
	Robert G Makinson	\$2,066.61	\$2,066.61	\$516.65	\$516.65

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
17	(UOL: 100)				
18	SOPHIE CHRISTOFAKAKIS (UOL: 100)	\$2,066.61	\$2,066.61	\$516.65	\$516.65
Grand Total:		\$37,199.00	\$37,199.00		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

8. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983.

The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the Lot Owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

9. Arrears Management

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for an Overdue Administration Fee of the Proposed 30 Day Arrears Penalty Amount and that all Contributions overdue by 60 days from the due date will be liable for an Overdue Administration Fee of the Proposed 60 Day Arrears Penalty Amount, payable to the Manager. The Members of the Owners Corporation further resolved by ordinary resolution that the manager is authorised to submit accounts which remain in arrears, to legal representatives, for debt recovery action to be pursued in a court of appropriate jurisdiction. Members acknowledge that costs incurred when seeking recovery will be payable by the Owners Corporation unless ordered by the court or by way of settlement.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

10. Maintenance Plan

A tier 1 owners corporation or a tier 2 owners corporation must prepare and approve a maintenance plan for the property for which it is responsible. A tier 3, 4 or 5 owners corporation may prepare and approve a maintenance plan for the property. An Owners Corporation that has an approved maintenance plan must establish a maintenance fund in the name of the Owners Corporation.

It was noted in line with section 36 (c) of the Owners Corporation Act, the Owners Corporation are not legally required to adopt a Maintenance Plan and as such have chosen not to.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

11. Manager's Report

It was resolved to acknowledge and accept the manager's report as presented by the manager.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

12. Committee Report

It was noted that the committee did not table a report.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

13. Election Of The Committee

Lot	Owner Name	Committee
1	Avril Cleodine Price	--
2	ANDY OCTAVIANUS BUDIMAN	Incoming Chairperson
3	Amanda Dennison	Committee
4	Socheata & Tony Huynh (Non Financial)	--
5	SAMUEL VINCENT PONNIAH & LIM SWEE GIN (Non Financial)	--
6	HARSIMRAN SINGH	--
7	SHANE & LUCIA BLACK	--
8	CASSANDRA KELLY GASH	--
9	KOSTANDINOS CAIMAKAMIS	--
10	DR AIK LYN TAN & DR ANGELA GRACIA BONDESTO CRUZ	--
11	Tara Judith Simpson	Incoming Secretary
12	Ms Karen Jane Malone	--
13	Alle Goureeve	--
14	Nathan Gurry & Tatiana Viegas-Gurry	--
15	Gregory Zilberman	--
16	Anthony Zanker & Nathan Mountford	--
17	Robert G Makinson	--
18	SOPHIE CHRISTOFAKAKIS	--

It was resolved in accordance with section 100 of the Owners Corporation act 2006 that the above Committee be appointed until the next Annual General Meeting.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

14. Election Of The Chairperson

Chairperson: ANDY OCTAVIANUS BUDIMAN (Lot 2)

It was resolved in accordance with section 105 of the Owners Corporation act 2006 that the Committee members present appoint above selected person as Chairperson of the Committee.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

15. Election of the Secretary

Secretary: Tara Judith Simpson (Lot 11)

The Members of the Owners Corporation resolved by ordinary resolution to elect a Secretary.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

16. Appointment Of The Manager

It was resolved that the Owners Corporation appoints Body Corporate Strata Group to be the manager of the Owners Corporation in accordance with section 119 of the Owners Corporations act 2006 using the contract of appointment.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

17. Building Insurance

General Advice Warning

The Manager recommends that the Members of the Owners Corporation refer to the Product Disclosure Statement to make an assessment on whether the product satisfies your building needs and objectives.

The PDS can be downloaded from the Insurance Documents section of the Generic Documentation area in your StrataPort account.

Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	Strata Insurance
Last Insurance Valuation Supplier Name:	WBP PROPERTY GROUP PTY. LTD.
Last Valuation Date:	26-Apr-2024
Last Valuation Amount:	\$8,470,000.00
Insurer:	Strata Insurance - CHU
Policy Number:	HU0006054207
Premium:	\$15,569.50
Policy Expiry Date:	01-Nov-2025

A copy of the full Insurance policy is available on StrataPort at <https://bcsg.oc.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to obtain quotations for insurance at the current level of cover. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

18. OHS Requirements

08-Mar-2018

Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

19. Special Resolutions

No resolution required for this agenda item.

20. Engagement Of Contractors

It was resolved that the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

It was further resolved that if the Owners Corporation appoints a contractor for which the manager does not have a record of the current public liability insurance and if required, licensing or it directs the manager to engage such a contractor on its behalf, the Owners Corporation accepts liability for any claim which may arise by an act or omission of the contractor.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

21. After Hours Service

It was resolved pursuant to section 24 of the Owners Corporations act 2006 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 private lot property with the levy apportioned to the relevant lot receiving the benefit of the works based upon the benefit principle.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

22. Formal Complaints

The Owners Corporation resolved to acknowledge and accept the Formal Complaints as contained within the Managers Report.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

23. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected.

The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment.

The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation.

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

24. Details Of Next AGM

Next AGM date: 29-Jan-2026

Location: Microsoft Teams

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 3, Seconded: Lot 7, Votes For: 2, Against: 0, Abstain: 0

Meeting Closed: 29-Jan-2025 4:20 PM

After Hours Contact — Tymaline Building Services (for emergency common property issues only) — contact 0418 362 023.

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

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.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

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.

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

- (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.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

(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.

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

(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.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

The policy mentioned below is due for renewal on and payable by 1/11/2025.

Page 1 of 3

OC 609230P
C/- Body Corporate Strata Group
PO Box 7078
Hawthorn VIC 3122

TAX INVOICE

This document will be a tax invoice for GST when you make payment

Invoice Date: 28/10/2025
Invoice No: 64081
Our Reference: 609230P

Should you have any queries in relation to this account, please contact your Account Manager
Green Seg

Class of Policy: Strata Pack Residential
Insurer: QBE Insurance (Australia) Limited
ABN: 78 003 191 035
The Insured: OC 609230P

RENEWAL

Policy No: HU0006054207
Period of Cover:
From **1/11/2025**
to **1/11/2026** at 4:00 pm

Details: See attached schedule for a description of the risk(s) insured

Rnwl: 2-4 Newtown Street Chadstone VIC 3148
01.11.2025 to 01.11.2026 at 4.00pm

Your Premium:

Premium	Insurer Fee	Fire Levy	GST	Stamp Duty	Broker Fee
\$10,568.24	\$150.00	\$0.00	\$1,193.10	\$1,162.51	\$1,212.51

Commission earned on this policy \$2,325.01

TOTAL \$14,286.36

(A processing fee applies for Credit Card payments)

PLEASE READ IMPORTANT INFORMATION AT
www.stratainsurance.net



Please see attached for further payment methods & instructions



Bill Code: 20362
Ref: 4042858191552267



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au
A surcharge may apply.
DEFT Reference Number: 4042858191552267



*498 404285 08191552267

Strata Solutions International Pty Ltd

Our Reference: 609230P
Invoice No: 64081
Due Date: 1/11/2025

Premium \$10,568.24
U'writer Levy \$150.00
Fire Levy \$0.00
GST \$1,193.10
Stamp Duty \$1,162.51
Broker Fee \$1,212.51

AMOUNT DUE \$14,286.36

Schedule of Insurance

Class of Policy: Strata Pack Residential
The Insured: OC 609230P

Policy No: HU0006054207
Invoice No: 64081
Our Ref: 609230P

This summary is not a policy document and is only an outline of the coverage.
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

Policy Type: CHU Residential Strata Insurance Plan
Insured: OC No. 609230P
Situation: 2 - 4 Newton Street CHADSTONE VIC 3148
Policy Period: 01/11/2025 - 01/11/2026 at 4.00pm
Covering:

Policies Selected	Sum Insured
POLICY 1	INSURED PROPERTY
	Building: \$8,724,100.00
	Common Area Contents: \$87,241.00
	Loss of Rent & Temporary Accommodation (total payable): \$1,308,615.00
	Lot Owners' Fixtures and Improvements (per lot): \$250,000.00
	Optional Extensions:
	Catastrophe Insurance Sum Insured \$1,308,615.00
	Extended Cover - Loss of Rent & Temporary Accommodation: \$196,292.00
	Escalation in Cost of Temporary Accommodation: \$65,430.00
	Cost of Removal, Storage and Evacuation: \$65,430.00
	Machinery Breakdown: \$0.00
	Lot Owners' Contents inclusion (per lot): Not Selected
POLICY 2	LIABILITY TO OTHERS \$30,000,000.00
	VOLUNTARY WORKERS
POLICY 3	Death: \$300,000.00
	Total Disablement: \$3,000.00 per week
POLICY 4	FIDELITY GUARANTEE \$250,000.00
POLICY 5	OFFICE BEARER'S LEGAL LIABILITY \$5,000,000.00
POLICY 6	Government Audit Costs and Legal Expenses
	Government Audit Costs: \$25,000.00
	Appeal expenses - common property health & safety breaches: \$100,000.00
	Legal Defence Expenses \$50,000.00

Schedule of Insurance

Class of Policy: Strata Pack Residential
The Insured: OC 609230P

Policy No: HU0006054207
Invoice No: 64081
Our Ref: 609230P

Flood Cover is Included.

EXCESSES

Section 1 - Insured Property Standard: \$2,000

Other excesses payable are shown in the Policy Wording.

Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Water Damage Excess

The following Excess will apply to Policy 1 – Insured Property for loss or damage caused by:

- a. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes
- b. Rainwater

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording.

Underwriting Agency: CHU Underwriting Agencies Pty Ltd
Level 21/150 Lonsdale Street
MELBOURNE VIC 3000
ABN: 18 001 580 070 AFSL: 243 261

Insurer: QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
ABN: 78 003 191 035 AFSL: 239 545

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

Strata Solutions International Pty Ltd Trading as Strata Insurance subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority. AFCA is an administer an independent and free external dispute resolution service for our clients. Please visit www.stratainsurance.net or contact our office for further details.

Land Information Certificate

Local Government Act 2020 - Section 121

Certificate Number: 95354

Issued: 6 November 2025

This certificate **provides** information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 and Local Government Act 2020 or under a local law or by-law of the council, as at the above date.

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

Property Information:

Property location: **5/2-4 Newton Street CHADSTONE VIC 3148**

Title details: **Lot 5 PS 609230P Parish of Mulgrave**

AVPCC/Land Use: **Land Use: 120 - Single Unit/Villa Unit/Townhouse**

Valuation details:

Current level of value date: 1 January 2025

Valuation date operative for rating purposes: 1 July 2025

Capital Improved Value: 680,000

Site Value: 248,000

Net Annual Value: 34,000

This Council uses the 'Capital Improved Value' of the property for rating purposes.

Due Dates for Payment:


1. **Arrears Rates & Charges & Arrears Legal** - Immediately - **PLEASE NOTE** If this certificate has Arrears Rates & Charges greater than \$100.00 **or** any Arrears Legal then **the owner must contact** Council's recovery agency Collect AU agency on (03) 7004 8216 to discuss this debt as further legal action may be pending and additional costs incurred.
2. **Legal/Bank fees/Interest raised in the current year** - Immediately.
3. **In Full** - 16 February 2026. If the amount unpaid after this date refer to point 1 above.
4. **Four Instalments** – 30 September 2025, 1 December 2025, 2 March 2026 & 1 June 2026.
5. **Ten Instalments** – Commencing 1 September 2025 ending 1 June 2026.

Notices, Orders, Outstanding or Potential Liability / Subdivisional:

- A. Potential liability for rates under the Cultural and Recreational Land Act 1963:**
- N/A
- B. Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989:**
- N/A
- C. Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958, 1989 or 2020:**
- N/A
- D. Monies owed under Section 227 of the Local Government Act 1989 or Section 119 of the Local Government Act 2020:**
- N/A
- E. Flood levels specified by Council:**
- N/A
- F. Any money owned in relation to the land under section 94(5) of the Electricity Industry Act 2000**
- N/A
- G. Other Information under Section 121 (4) of the Local Government Act 2020:**
- A notice may be/has been served on the owner to clear a potential fire hazard non-compliance with this notice will result in a charge being levied. Council's Local Law No. 3 requires the owners of the land shall keep it free of vegetation and any other materials which are likely to constitute a fire hazard. Enquiries to Local Laws on (03) 9518 3555.
- H. Landfill Gas Risk Area**
- The Property has been identified in proximity to a designated post-closure landfill buffer zone within the City of Monash. Pursuant to the Environment Protection Authority Victoria's 'Publication 1642: Assessing planning proposals within the buffer of a landfill', a landfill gas risk assessment or environmental audit under section 210 of the Environment Protection Act 2017 may be required for any proposed alterations to the Property.

IMPORTANT TO NOTE:

- Verbal confirmation of any variation to this certificate **will not** be given after 4 February 2026. A new certificate **must be** applied for after this date.
- No liability will be accepted for verbal updates given or for any changes that occur after the issue date.
- In all cases Council recommends a new Certificate be applied for to have written updated information.
- Amounts shown as paid on this certificate may be subject to clearance by a Bank.
- Overdue amounts accrue interest on a daily basis at 10.00% pa.
- All Notice of Acquisitions documents are to be sent to mail@monash.vic.gov.au

HOW AND WHERE TO PAY OUTSTANDING RATES			
IN PERSON TO THE CASHIER MON- FRI 8.30AM to 5.00PM:		BY MAIL:	 Biller Code: 1826 REF: 0001760081 \$321.35 Total Outstanding: \$321.35
GLEN WAVERLEY OFFICE 293 SPRINGVALE RD GLEN WAVERLEY	OAKLEIGH OFFICE 3 ATHERTON RD OAKLEIGH	CITY OF MONASH PO BOX 1 GLEN WAVERLEY 3150	
CREDIT CARD			Telephone & Internet Banking – BPAY Call your bank, credit union or building society to make this payment from your cheque, savings or credit card account. More info: www.bpay.com.au
By Phone Call Council on (03) 9518 3555 and pay using your MasterCard, Visa, American Express		Pay Online At: www.monash.vic.gov.au/payments	
1760081 - \$321.35	1760081 - \$321.35		

PLEASE NOTE: The prescribed fee for a Land Information Certificate effective from 1 July 2025 is **\$30.60.**

I confirm I have received the sum of **\$30.60** being the fee for this Certificate.

Applicant details:

Landata
GPO Box 527
MELBOURNE VIC 3001

Reference date: 05/11/2025
Reference no: 78632382-018-0:66484

Document summary:



MARGARET SPOWART

Manager Customer Experience

Property Clearance Certificate

Land Tax



JOSEPH DETERING

Your Reference: LD:78632382-014-2.3760

Certificate No: 93996983

Issue Date: 03 NOV 2025

Enquiries: ESYSPROD

Land Address: UNIT 5, 2 -4 NEWTON STREET CHADSTONE VIC 3148

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36077443	5	609230	12631	558	\$0.00

Vendor: LIM SWEE GIN & SAMUEL PONNIAH

Purchaser: TBA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR SAMUEL VINCENT PONNIAH	2025	\$255,000	\$0.00	\$0.00

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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$695,000

SITE VALUE (SV): \$255,000

**CURRENT LAND TAX AND
VACANT RESIDENTIAL LAND TAX
CHARGE:** \$0.00

Notes to Certificate - Land Tax

Certificate No: 93996983

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$255,000

Calculated as \$975 plus (\$255,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,950.00

Taxable Value = \$695,000

Calculated as \$695,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY




Biller Code: 5249
Ref: 93996983

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93996983

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



JOSEPH DETERING

Your Reference: LD:78632382-014-2.3760

Certificate No: 93996983

Issue Date: 03 NOV 2025

Enquires: ESYSPROD

Land Address: UNIT 5, 2 -4 NEWTON STREET CHADSTONE VIC 3148

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36077443	5	609230	12631	558	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$695,000

SITE VALUE: \$255,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93996983

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



JOSEPH DETERING

Your Reference: LD:78632382-014-2.3760

Certificate No: 93996983

Issue Date: 03 NOV 2025

Land Address: UNIT 5, 2 -4 NEWTON STREET CHADSTONE VIC 3148

Lot	Plan	Volume	Folio
5	609230	12631	558

Vendor: LIM SWEE GIN & SAMUEL PONNIAH

Purchaser: TBA

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 93996983

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 93996981</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 93996981</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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3rd November 2025

Joseph Detering C/- LANDATA
LANDATA

Dear Joseph Detering C/- LANDATA,

RE: Application for Water Information Statement

Property Address:	5/2-4 NEWTON STREET CHADSTONE 3148
Applicant	Joseph Detering C/- LANDATA LANDATA
Information Statement	30987000
Conveyancing Account Number	7959580000
Your Reference	3760

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	5/2-4 NEWTON STREET CHADSTONE 3148
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	5/2-4 NEWTON STREET CHADSTONE 3148
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STATEMENT UNDER SECTION 158 WATER ACT 1989

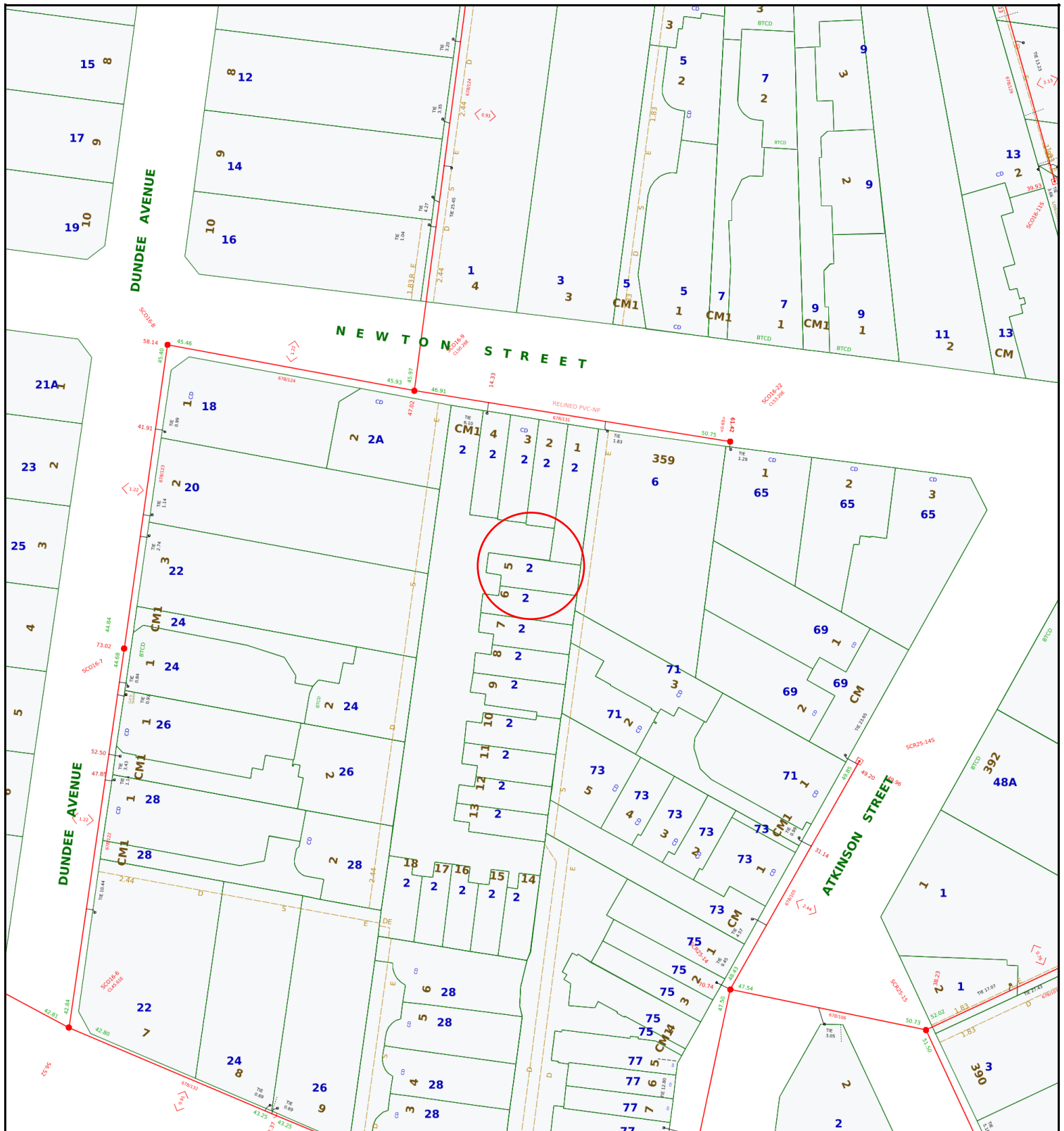
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30987000**

Address	5/2-4 NEWTON STREET CHADSTONE 3148
Date	03/11/2025
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	MW Drainage Manhole
Easement	Sewer Pipe Flow	MW Drainage Natural Waterway	Sewer Branch
Existing Sewer	Sewer Offset	MW Drainage Natural Waterway	Sewer Branch
Abandoned Sewer	Sewer Branch	MW Drainage Natural Waterway	Sewer Branch

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Joseph Detering C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 9703470000
Rate Certificate No: 30987000

Date of Issue: 03/11/2025
Your Ref: 3760

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 5/2-4 NEWTON ST, CHADSTONE VIC 3148	5PS609230	1747802	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge Estimated Average Daily Usage \$0.00	16-06-2025 to 08-09-2025	\$0.00	\$0.00
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		-\$0.02 cr
	Total for This Property		\$197.96



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1747802

Address: UNIT 5/2-4 NEWTON ST, CHADSTONE VIC 3148

Water Information Statement Number: 30987000

HOW TO PAY



Bill Code: 314567
Ref: 97034700009

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

In the Supreme Court of Victoria In its Probate Jurisdiction

In the Will of SAMUEL VINCENT PONNIAH

Late of No 11A Lorong Mempoyan Damansara Heights, Kuala Lumpur W.
Persekutuan, Malaysia 50490, Solicitor, deceased.

Be It Known that the Registrar of Probates orders that:

Probate of the Will (a true copy of which is annexed) of the abovenamed
deceased who died on 28 January 2015 be granted to **LIM SWEE GIN** of Apt
Blk 128 Kim Tian Road #03-119, Singapore 160128.

Date made and authenticated: 24 June 2025



Kathrine Price
REGISTRAR OF PROBATES