

CONTRACT OF SALE OF REAL ESTATE

Property Address: Unit 4 19-21 Rosa Lane TEMPLESTOWE LOWER VIC 3107

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 Form of the **Estate Agents (Contracts) Regulations 2008**; and
- * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached

and in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS 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 you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

- Particulars of Sale; and
- Special Conditions, if any; and
- General Conditions; and
- Vendor's Statement.

SIGNED BY THE PURCHASER on/...../202

Print name of person signing:

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

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

SIGNED BY THE VENDOR on/...../202

Print name of person signing.....Alann Chien...

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

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

IMPORTANT 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 mainly for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used mainly for farming; or
- you and the vendor previously signed a similar contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Tel: Fax: Ref: Email:

VENDOR

Alann Chien

Of 37 Peter Street BOX HILL NORTH VIC 3129

Tel: Fax: Ref: Chien, Alann Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Oxley Legal
of Suite 9, 795 Glenferrie Road, Hawthorn 3122

Tel: 9815 2838 Ref: Chien, Alann Email: office@oxleylegal.com.au

PURCHASER

Of

Tel: Fax: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general condition 3 &9)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
9842/735	4	29893

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

Unit 4 19-21 Rosa Lane TEMPLESTOWE LOWER VIC 3107

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

PAYMENT

Price \$

Deposit \$ _____ by ____/____/____ (of which \$ ____ has been paid)

Balance \$ _____ payable at settlement

=====

Deposit Bond

- ☐ General Condition 15 applies only if the box is checked.

Bank Guarantee

- ☐ General Condition 16 applies only if the box is checked.

GST (General Condition 19)

- ☐ GST (if any) must be paid in addition to the price if the box is checked.
- ☐ This sale is sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked.
- ☐ This sale is a sale of a 'going concern' if the box is checked.
- ☐ The margin scheme will be used to calculate GST if the box is checked.
- ☒ The purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act (Cwth) in relation to the supply of the property.

Settlement (General Condition 17 & 26.2)

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 (General Condition 5.1)

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

- ☐ a lease for a term ending on ____/____/____ with ____ option to renew, each of ____ years.

OR

- ☐ a residential tenancy for a fixed term ending on ____/____/____

OR

- ☐ a period tenancy determinable by notice.

Term Contract (General Condition 30)

- ☐ This Contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 if the box is checked.

Loan (General Condition 20)

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

Lender _____

Loan amount: no more than \$ _____ Approval date: ____/____/____

Building Report

☐ General Condition 21 applies only if the box is checked.

Pest Report

☐ General Condition 22 applies only if the box is checked

☐ **SPECIAL CONDITIONS**

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

SPECIAL CONDITIONS

Special Conditions

Instructions: it is recommended that when adding special conditions:

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

☒ **GC 23 – Special Condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amount to which section 10G of the Sale of the Land Act 1932 applies.

☒ **GC 2 – Special Condition**

General condition 28 does not apply to any amount to which section 10G or 10H of the Sale of Land Act 1962 applies.

Special condition 1. Service

General condition 27.2 is deleted and replaced by the following:

A cooling off notice under section 31 of the Sale of Land Act 1962 may be served on the vendor's legal practitioner, conveyancer.

Special condition 2. Default Interest

General Condition 33 to delete 2% and replace with 6% in line 1.

Special condition 3. Default not remedied

General Condition 35.4 (c) to delete “one” year and replace with “three” years.

Special condition 4.

The Purchaser acknowledges having received a Statement from the Vendor pursuant to Section 32 of the Sale of Land Act 1962 prior to signing any Contract Note or this Contract of Sale.

Special condition 5.

Any restriction on the use of the said land under any town planning scheme in any legislation or imposed by any authority empowered by legislation to control the use of the land shall not affect the validity of this Contract as the Purchaser purchases the land subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the said land.

Special condition 6.

The Purchaser shall assume responsibility for and comply with all notices, orders or directions served, given or made in respect of the property sold on or after the day of sale.

Special condition 7.

The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty or brochure, investment report or advertisement relating to the sale has in fact been relied upon and it is further agreed that this Contract of sale and the original Vendor's statement(a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, his Agent and the Purchaser.

Special condition 8.

It is agreed between the parties hereto that throughout this Contract unless the context so requires, words importing

the singular shall include the plural and vice versa and words referring to any one gender shall include the other and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

Special condition 9.

The property and any chattels are sold in their present condition and subject to any defects, and the Purchaser acknowledges and agrees that he has purchased the same relying upon his own inspection thereof. No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the Vendor's title or affects the validity of this Contract or entitles the Purchaser to damages or compensation.

Special condition 10.

- (a) The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Commonwealth) requiring the obtaining of consent to this contract do not apply to the purchaser and to this contract.
- (b) The Purchaser indemnifies the vendor against any loss the Vendor suffers if the Purchaser breaches this warranty.

Special condition 11.

All rates taxes assessments fire insurance premium and other outgoings in respect of the said property shall be paid by the Vendor and borne by the Purchaser as from the date on which he becomes entitled to possession and the same shall if necessary be apportioned between the Vendor and Purchaser and the rent (if applicable) shall also be apportioned on the same day and the balance paid or received as the case may require. In the case of land tax any such apportionment shall be computed on the basis of the land tax payable by the Vendor on the property as assessed or imposed by the State Revenue Office pursuant to the Land Tax Act 2005. In calculating the apportionment any personal statutory benefit available to any party shall be disregarded. General Condition 23.2 (b) & (c) shall not apply to this Contract if the price is less than the threshold amount defined in Section 101 of the Sale of Land Act 1962.

Special condition 12.

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

Special condition 13.

The Purchaser shall not be entitled to claim any damages or compensation or to delay settlement of the sale herein by reason of –

- (a) the state of cleanliness or any improvement erected on the land herein sold; or
- (b) the Vendor leaving on the land herein sold or any improvement erected thereon any item or thing.

and the Purchaser shall not be entitled to require the Vendor to remove same.

Special condition 14.

The vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser shall pay, in addition to interest chargeable on the balance of purchase moneys in accordance with the terms of the Contract:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;
- (b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the due date of settlement;
- (c) Accommodation expenses necessarily incurred by the Vendor;
- (d) Legal and conveyancing representative costs and expenses as between Vendor's Solicitor/Vendor's representative and Vendor;

- (e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.

If the vendor gives to the purchaser a notice of default under this Contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

Special condition 15.

- (a) If there is more than one purchaser it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) 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 differing from those in the contract.
- (d) This Special Condition will not merge on completion.

Special condition 16. Nomination

16.1 Nomination only under this condition

- (a) The Purchaser cannot nominate a Purchaser's Nominee except in accordance with this Special Condition.
- (b) The Purchaser cannot novate this contract to a third party.
- (c) The Purchaser cannot transfer this contract to a third party.

16.2 How nomination is to be made

To nominate a Purchaser's Nominee the Purchaser must deliver to the Vendor at least 10 Business Days before the Due Date:

- (a) a notice of nomination in the form of the attached Notice of Nomination properly completed and signed by the Purchaser's Nominee and by the Purchaser;
 - (b) a deed in the form of the attached Deed Regarding Nomination properly completed and signed by the Purchaser's Nominee;
 - (c) a guarantee and indemnity substantially in the form of the guarantee and indemnity attached to this contract properly signed by the directors of the Purchaser's Nominee or its principal shareholders or other persons approved by the Vendor if the Purchaser's Nominee is a corporation other than a corporation listed on the main board of the Australian Securities Exchange or a corporation being a wholly owned subsidiary of the Purchaser if the Purchaser is a corporation listed on the main board of the Australian Securities Exchange;
- and
- (d) \$440.00 representing the costs (including GST) that will be incurred by the Vendor in relation to that nomination and which costs are payable by the Purchaser's Nominee under the deed referred to in this Special Condition.

16.3 Purchaser's continuing obligations

The Purchaser remains liable for the performance of all the Purchaser's obligations under this contract even if the Purchaser nominates a Purchaser's Nominee in accordance with this Special Condition.

Special condition 17. Auction

The property offered for sale by auction subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 of the Sale of Land Regulations 2014, or any rules prescribed by regulation which modify or replace those Rules.

Special condition 18. Online Duties Form

- 18.1 The Purchaser acknowledges it is anticipated that, at the Settlement Date, in order for duty on the Transfer to be assessed, the SRO may require any information which must be submitted to the SRO for that purpose, to be complete and signed online by both parties, and submitted to the SRO electronically by means of the

Online Duties Form.

- 18.2 To ensure that the Online Duties Form is completed and signed in time for Settlement, the Purchaser must:
- (a) populate the Online Duties Form with all the information which a purchaser must provide to the SRO (Transferee information) ; and
 - (b) accept and/or sign the Online Duties Form,
In each instance, within 2 Business Days of receiving an online invitation to do so and must promptly notify the Vendor that the Purchaser has completed, and/or accepted and/or signed the Online Duties Form immediately after doing so.
- 18.3 If the Purchaser fails to comply with the Special Condition 18.2 (b) the Purchaser is in default under the Contract.
- 18.4 In addition to the Vendor's right described elsewhere under this Contract, if the Purchaser breaches the Purchaser's obligation under Special Condition 18.2 (b):
- (a) the Vendor may extend the due date of settlement by the same number of days in which the Purchaser delays populating, or accepting and/or signing the Online Duties Form; and
 - (b) the Purchaser is taken to have defaulted in payment of the Balance of the Price and must, at Settlement pay penalty interest to the Vendor from the due date for Settlement until the Settlement Date.
- 18.5 The Purchaser confirms and agreed that upon the Online Duties Form being populated with the Transferee Information, the Purchaser must not amend any of the Transferee information without procuring the Vendor's prior written consent to do so.
- 18.6 The Purchaser acknowledges that the Purchaser is responsible for populating the Online Duties Form with accurate Transferee information. The Purchaser indemnifies and keeps the Vendor indemnified against any Loss or Claim that the Vendor suffers, incurs, or is liable for as a result of the Purchaser providing incorrect Transferee information.

19. **Delayed Settlement**

Notwithstanding any provision contained in this contract and without limiting any other rights of the vendor, if the Purchaser fails to settle on Settlement date or requests an extension of settlement due date, the Purchaser must pay to the Vendor's Legal Practitioner fee an amount of \$350.00 plus GST representing the Vendor's additional legal fees and disbursement.

20. The Purchaser shall pay the Vendor's Representative \$330.00 if they fail to provide a completed statement of adjustment ("Adjustments") as well as all searches relied on in making their calculation no later than 5 business days before the settlement in order to provide the Vendor and the Vendor's Representative sufficient time to communicate with the Vendor, confirm the information contained within the Adjustments and to provide directions for the proceeds of settlement funds.
21. The Purchaser shall pay the Vendor's Representative \$220.00 for each breach or default of the clauses contained within this condition to allow for the Vendor's extra conveyancing costs (including communicating with the Vendor, the Real Estate Agent and the Vendor's mortgagee) due to the Purchaser's delay or default.
22. The cost of issue of any default notices to the purchaser is agreed to be \$880.00 (including GST) payable by the purchaser.

23. **Christmas & New Year Period**

- 23.1 If settlement has not taken place on or before 19th December in the calendar year in which settlement is agreed to occur, then the Vendor has the option to delay settlement to 13 January of the following calendar year.
- 23.2 Should the Vendor exercise the option to delay settlement as per Special Condition 23.1, the Purchaser must not issue a Default and /or Rescission Notice on the other party between the period of 19th December in the calendar year in which settlement is set and 13 January of the following calendar year, or make any objection, requisition, or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.
24. The Purchaser acknowledges and agrees that:
- (a) If the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date: and

If as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract is due to take place (the Settlement Year) then:

- (i) the Purchaser's breach will result in an increase in the amount of the Vendor's Land Tax for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total land holdings in Victoria; and
- (ii) the additional Land Tax which the Vendor will incur in accordance with this Special Condition (Extra Land Tax) is a reasonably foreseeable loss incurred by the Vendor as a result of the Purchaser's breach in respect of which the Vendor is entitled to compensation from the Purchaser.

(b) If this Special Condition applies then, on the Settlement Date the Purchasers must in addition to the balance of the Price payable to the Vendor under this Contract pay to the Vendor on account of the Extra Land Tax an amount equal to 2.25% of the Price of the Property (Amount Paid).

(c) The parties agree that if the Extra Land Tax as assessed by the Commissioner of State Revenue is:

- (i) less than the Amount Paid, the Vendor must refund the difference of the Purchaser; or
- (ii) more than the Amount Paid, the Purchaser must pay the difference to the Vendor within 7 days of being served with a written demand for such payment.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month August 2019.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set

aside.

- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Building Act 1993 and regulations made under the Building Act 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the Personal Property Securities Act 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes;

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21 BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign

resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO-OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20

[loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

28 NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

NOMINATION FORM - SALE OF REAL ESTATE

Relating to a contract between:-

VENDOR:

and

PURCHASER:

Concerning

PROPERTY:

NOMINEE:

The Purchaser nominates the Nominee as the Purchaser's Nominee under the contract to take transfer of the Property from the Vendor.

The Purchaser directs and authorizes the Vendor to transfer the Property to the Nominee.

The Purchaser and the Nominee acknowledge and agree with each other that they are jointly and severally liable for the due performance of the obligations of the Purchase under the Contract and payment of any expenses resulting from this Nomination (including any stamp duty).

Dated the day of 20

Signed by the Purchaser

.....

Signed by the Nominee

.....

Signed by the Purchaser

.....

Signed by the Nominee

.....

DEED REGARDING NOMINATION

Vendor:

NAMED PURCHASER:

SUBSTITUTE/ADDITIONAL
PURCHASER ("the Nominee")

SUBSTITUTE/ADDITIONAL
PURCHASER'S ADDRESS:

PROPERTY:

DAY of SALE:

RECITALS:

- A. Under a Contract of Sale of Real Estate made on the Day of Sale, the Named Purchaser entered into a contract to purchase the Property from the Vendor ("the Contract").
- B. In accordance with the Contract, the Named Purchaser desires to nominate the Nominee as substitute / additional purchaser.
- C. This Deed is made and delivered to the Vendor to satisfy the provisions of the Special Conditions of the Contract.

OPERATIVE PART

- 1. Nominee covenants with the Vendor
The Nominee covenants with the Vendor:
 - 1.1 that he will comply with all the Named Purchaser's obligations under the Contract including, without limitation, any that are capable of having effect after Settlement (as defined in the Contract);
 - 1.2 that he is empowered to enter into this deed and can do so without consent from any other person or has already obtained that consent;
 - 1.3 that he is not prohibited by or under any law (including the Foreign Acquisitions and Takeovers Act 1975) from entering into this deed, accepting the Named Purchaser's Nomination as substitute / additional purchaser and from taking transfer of title to the Property; and
 - 1.4 neither the Vendor nor anyone on its behalf has made any representation or given any warranties to the Nominee concerning the Property or the Contract.
- 2. Nominee's indemnity
The Nominee indemnifies the Vendor in terms identical to every indemnity given or to be given by the Named Purchaser under the Contract.
- 3. Vendor's costs
The Nominee covenants to reimburse to the Vendor all reasonable costs it incurs in connection with nomination by the Named Purchaser of it as Nominee. If the amount of those costs is stated in the Contract, the Nominee acknowledges that costs in that amount are reasonable and payable by it under this Deed.
- 4. Margin Scheme if contract so provides
The Nominee agrees with the Vendor that in relation to the supply of real estate to the Nominee under

the Contract the Margin Scheme must or may be used by the Vendor to calculate GST payable in connection with that supply if the Contract provides that it must or may be used in connection with its supply of real estate to the Named Purchaser and the Nominee acknowledges that as a result the Nominee may not be entitled to an Input Tax Credit.

5.1 Sale of a going concern if contract so provides

The Nominee agrees with the Vendor that the supply made to the Nominee in accordance with the Contract is the supply of a “going concern”:

- (a) if the Contract provides that supply to the Named Purchaser under the Contract is the supply of a going concern; and
- (b) if the Nominee gives to the Vendor by no later than 7 days before the Due Date (as defined in the Contract) proof that the Nominee is registered for GST, failing which the supply made to the Nominee in accordance with the Contract will not be the supply of a “going concern”.

5.2 Farming business if contract so provides

The Nominee warrants to the Vendor that if the supply under the Contract is the supply of a farming business that the Nominee intends that a farming business will be carried on after Settlement on the Land.

5.3 Residential Property

The Nominee warrants to the Vendor that if the supply under the Contract is the supply of a residential property, it intends to use the Property of residential purposes.

5.4 Pay GST

The Nominee will pay to the Vendor on demand an amount equal to any GST payable by the Vendor in connection with any supply made under the Contract if despite any provision in the Contract or this deed GST is payable by the Vendor in relation to any supply made to the Nominee.

5.5 Charge on the Land

The Nominee:

- (a) charges its interest in the Land with payment of any moneys payable under clause 5.4 and acknowledges that the Vendor may lodge a caveat on the title to the Land in respect of that charge;
- (b) will at the Vendor's request sign all documents and do all things reasonably required so that the Vendor is able to perfect, register or enforce that charge.

6 Nominee's Acknowledgement

The Nominee acknowledges that it is not a party to the Contract and accordingly:

- 6.1 none of the Purchaser's rights in respect of the Contract have been transferred or novated to the Nominee;
- 6.2 none of the Vendor's representations and warranties in the Contract or the Vendor's Statement (if any) have been made to him and accordingly cannot be relied on by the Nominee for any purpose.

Executed as a Deed on this day of 20

.....

[To be executed by Purchaser's Nominee]

GUARANTEE

I/We

(hereinafter called "the Guarantor(s)") in consideration of the within-named Vendor(s) selling to the within-named Purchaser(s) at my/our request that land described in the within Contract for the price and upon the terms and conditions therein set forth DO HEREBY for myself/ourselves, my/our executors and administrators covenant with the said Vendor(s) that if at any time default shall be made in the payment of the deposit monies or residue of purchase money or interest or other monies payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s), I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit, residue of purchase money, interest and other monies payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor(s) may incur by reason of any default as aforesaid on the part of the Purchaser(s). this Guarantee shall be a continuing guarantee and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the within Contract of the performance and observance of any of the agreements obligations or conditions therein contained or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect or releasing me/us, my/our executors or administrators.

IN WITNESS WHEREOF I/We have set my/our hand(s) this day of 20

SIGNED SEALED AND DELIVERED by the said)

in the presence of: -)

Witness:

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- *1. No bids may be made on behalf of the vendor of the land.
OR
 - *1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
 - 2. The auctioneer may refuse any bid.
 - 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 - 4. The auctioneer may withdraw the property from sale at any time.
 - 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 - 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 - 7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
 - 8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

SECTION 32

STATEMENT

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

Vendor:	Alann Chien
Property:	Unit 4, 19-21 Rosa Lane TEMPLESTOWE LOWER VIC 3107

VENDORS REPRESENTATIVE

Oxley Legal
Suite 9, 795 Glenferrie Road Hawthorn Victoria 3122 Australia

Tel: +61 3 9815 2838
Email: office@oxleylegal.com.au
Ref: Chien, Alann Unit 4v

SECTION 32 STATEMENT
UNIT 4 19-21 ROSA LANE TEMPLESTOWE LOWER VIC 3107

1. FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Provider	Amount (& interest if any)	Period
Yarra Valley Water	\$	Per annum
Manningham City Council	\$	Per annum
Owner Corporation fees	\$	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendor knowledge.

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-
If any, as contained in the attached certificate.

COMMERCIAL AND INDUSTRIAL PROPERTY TAX

The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐

No ☒

The AVPCC number is:

The Entry Date of the land was:

2. INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Copy Certificate of Insurance and the condition report required by section 137B of the *Building Act 1993* are attached hereto.

3. LAND USE

(a) **RESTRICTIONS**

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

SECTION 32 STATEMENT
UNIT 4 19-21 ROSA LANE TEMPLESTOWE LOWER VIC 3107

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Manningham Planning Scheme

Responsible Authority: City of Manningham

Zoning: GRZ General Residential Zone

Planning Overlay/s: DDO - Design and Development Overlay See attached certificate

4. NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

5. BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

6. OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the Owners Corporations Act 2006.

SECTION 32 STATEMENT
UNIT 4 19-21 ROSA LANE TEMPLESTOWE LOWER VIC 3107

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
- land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed
- (2) Attached is a copy of a notice or certificate in the case of land where there is a GAIC recording (within the meaning of Part 9B of the *Planning and Environment Act 1987*):
- any certificate of release from liability to pay;
 - any certificate of deferral of the liability to pay;
 - any certificate of exemption from the liability to pay;
 - any certificate of staged payment approval;
 - any certificate of no GAIC liability;
 - any notice given under that Part providing evidence of the grant of a reduction of the whole or part of the liability to pay;
 - any notice given under that Part providing evidence of an exemption of the liability to pay;
- OR
- a GAIC certificate relating to the land issued by the Commissioner under the *Planning and Environment Act 1987*.

8. SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

9. TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.

SECTION 32 STATEMENT
UNIT 4 19-21 ROSA LANE TEMPLESTOWE LOWER VIC 3107

- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SUBDIVISION

10. 10.1 Unregistered Subdivision

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

- (a) *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- (b) * Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

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 a 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:

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

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

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.

- (a) *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).
OR
- (b) *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified)

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

SECTION 32 STATEMENT
UNIT 4 19-21 ROSA LANE TEMPLESTOWE LOWER VIC 3107

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 Disclosure Act 2010 (Cth)

- (a) To be a building or part of a building used or capable of being used as an offence for administrative, clerical professional or similar based activities including any support facilities; and
- (b) Which as a net lettable area of at least 2000m²; (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):

*Are contained in the attached building energy certificate

OR

*Are as follow:

12. **DUE DILIGENCE**

Attached is the checklist for due diligence

13. **ATTACHMENTS**

DATE OF THIS STATEMENT

16

/

2

/20

26

Name of the Vendor

Alann Chien

Signature/s of the Vendor



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/

/20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

DATED

2026

VENDORS STATEMENT

Property: Unit 4, 19-21 Rosa Lane TEMPLESTOWE LOWER VIC 3107

Oxley Legal
Suite 9, 795 Glenferrie Road
HAWTHORN 3122
Tel: (03) 9815 2838
Email: office@oxleylegal.com.au

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the

land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

consumer.vic.gov.au/duediligencechecklist



Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2025 to 30 June 2026

A Chien
4/19-21 Rosa Street
TEMPLESTOWE LOWER VIC 3107

TAX INVOICE

Date of issue: 21 July 2025

Property ID: **224858**

Amount Due:
\$4,365.77

Due Date:
30 September 2025



To receive your
notice via email,
please register at:

erates.manningham.vic.gov.au

Property details

4/19-21 Rosa Street
TEMPLESTOWE LOWER VIC 3107
Lot 4 SP 29893R Vol 9842 Fol 735

AVPCC: 120 - Single Strata Unit/Villa Unit/
Property Owner(s): A Chien

Property valuation

Level of value date	1 January 2025
Valuation effective date	1 July 2025
Site value (SV)	\$445,000
Capital improved value (CIV)	\$800,000
Net annual value (NAV)	\$40,000

Arrears - Overdue and payable immediately - \$3,857.87

Council Rates and Charges

General Rate 0.00157946 X CIV	\$1,263.50
Waste Standard Service	\$303.50
120L Garbage Bin	\$79.50
Council Rates and Charges Total	\$1,646.50

State Government Charges

Waste Standard Service - EPA Landfill Levy	\$70.00
120L Garbage Bin - EPA Landfill Levy	\$35.00
ESVF Residential Fixed	\$136.00
ESVF Residential Variable 0.000173 X CIV	\$138.40
State Government Charges Total	\$379.40

Emergency Services and Volunteers Fund (ESVF) - previously
known as Fire Services Property Levy

Payments or changes received after 13/07/2025 may not be included on this notice.

TOTAL \$5,883.77

Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

HOW TO PAY See reverse for details

Option A - 4 instalments

30/09/2025	\$4,365.77
30/11/2025	\$506.00
28/02/2026	\$506.00
31/05/2026	\$506.00

Please see reverse
for further details

Amount Due
\$4,365.77

Option B - 10 instalments (DIRECT DEBIT ONLY)

15/09/2025	\$4,056.77
15/10/2025	\$203.00
17/11/2025	\$203.00
15/12/2025	\$203.00
15/01/2026	\$203.00
16/02/2026	\$203.00
16/03/2026	\$203.00
15/04/2026	\$203.00
15/05/2026	\$203.00
15/06/2026	\$203.00



Make direct debit
payments in either
4 or 10 instalments
from your nominated
bank account.
Apply online at
manningham.vic.gov.au/direct-debit-request-form
You can only apply for
this option if the rates
are paid up to date.



Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano العربية

Online payments

To pay your rates
online, visit
manningham.vic.gov.au/pay-rates-online

Payment Reference No:
2248581



Bill Code:
1099
Reference No:
1002248581



Australia Post
13 18 16

Billpay Code:
0918
Reference No:
1798 0057 8

Property ID
224858

Property address
4/19-21 Rosa Street TEMPLESTOWE LOWER VIC
3107

FIRST INSTALMENT \$4,365.77



*918 179800578

Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.

When to pay

Option 1: Pay by 4 instalments

Four instalment amounts paid by the dates listed on the front page on this notice. This option can also be paid by Council Approved Direct Debit, please complete our online form.

Option 2: Pay by 10 instalments

This option is ONLY available by setting up a Council Approved Direct Debit. Please complete our online form to pay by this option. Instalment notices will not be issued if payment is made using this option.

Single Payment

We do not offer an option to pay in full on 15 February each year. For example, if you wish to make one payment each year – you need to do this by 30 September.

Payment difficulties

If you anticipate that you may have difficulty paying this account by the due date, please visit manningham.vic.gov.au/rates-payment-plan. This will provide you with an option to enter into a payment plan or defer payment of your rates. All payment plan requests or payment deferment requests must be made by completing a form. If you have any further enquiries, please contact Customer Service on 9840 9333.

Penalties for late payment

Overdue rates and charges will be charged interest in line with the penalty interest rate at 10 per cent per annum. Interest accrues from the instalment due date until date of payment.

Arrears

Any arrears shown on the front of this notice are payable immediately and Council may take further action to recover the debt.

Pensioner rate concession

Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Emergency Services and Volunteers Fund for your principal place of residence. If you have previously applied, you do not need to reapply unless this rebate does not appear on the front of the notice.

Low Income Health Care Card rate reduction

If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence. An application to Manningham Council is required each year for this to be granted.

Allocation of payments

All payments will be allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates and charges owing

Notice of valuation

The property described on the front of this notice has been valued as at 1 January 2025, those levels of value became effective for rating purposes from 1 July 2025. We use the capital improved value as the basis for calculation of the rate. Property valuations may also be used by other rating authorities for the purpose of a rate or tax.

For more information regarding valuations and their definitions, please visit: manningham.vic.gov.au/property-valuations

Objection to valuation

Any person who wishes to object to the property valuation must do so on the prescribed form within 2 months of the date of issue of this notice. Objections received after this date will not be considered. Please visit ratingvaluationobjections.vic.gov.au to complete the form.

Regardless of any objection having been made, the rates and charges as assessed must be paid by the due date to avoid penalty interest charges.

Appeal against rates and charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this notice.

Rate capping

We have complied with the Victorian Government's rate cap of 3 per cent. The cap applies to the average annual increase of rates. Rate capping does not apply to individual properties, the cap is in relation to the total rates revenue we can collect.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- i. The valuation of your property relative to the valuation of other properties in the municipal district
- ii. The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

State Government Emergency Services and Volunteer Fund (ESVF)

Council is required to collect money on behalf of the State Government for the Emergency Services and Volunteer Fund (ESVF). This levy is passed on in full to the State Government to fund Victoria's emergency services. For further information, please visit sro.vic.gov.au/esvf or contact the ESVF support line 1300 819 033.

Change of details

Revenue Services must be notified in writing for any change of address. Please complete our online form by visiting manningham.vic.gov.au/update-your-rates-details. For a change of ownership, a Notice of Acquisition must be submitted.

Receiving your rate notice via email

To receive your rate notice via email, please visit: erates.manningham.vic.gov.au

Date rates declared, Monday 30 June 2025.

HOW TO PAY



Pay by 4 instalments: direct debits will be deducted on the instalment due dates. Savings or cheque accounts only.

Pay by 10 instalments: direct debits will be deducted over 10 monthly instalments.

Apply online at manningham.vic.gov.au/direct-debit-request-form. Alternatively, please call us on 9840 9333.



In person

Payments can be made at Australia Post; or Manningham Civic Centre, 699 Doncaster Road, Doncaster. Office hours 8.30am to 5.00pm, Monday to Friday.



Online payments

To pay your rates online, visit manningham.vic.gov.au/pay-rates-online

Quote the Payment Reference Number shown on the front of this notice.



Australia Post

Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).

Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16.

Quote the Billpay Code and reference number shown on the front of this notice.



Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make this payment from your cheque or savings account or credit card.

Quote the Biller Code and Customer Reference Number shown on the front of this notice.



Mail

Make cheque payable to Manningham Council and cross 'Not Negotiable'.

Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.

Your quarterly bill



Emailed to: alannchien466@gmail.com
MR A CHIEN
UNIT 4/19-21 ROSA ST
TEMPLESTOWE LOWER VIC 3107

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	86 7255 9560
Invoice number	8675 3331 44324
Issue date	27 Jan 2026
Property address	UNIT 4, 19-21 ROSA ST TEMPLESTOWE LOWER
Property reference	1709724, LOT 4
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Summary

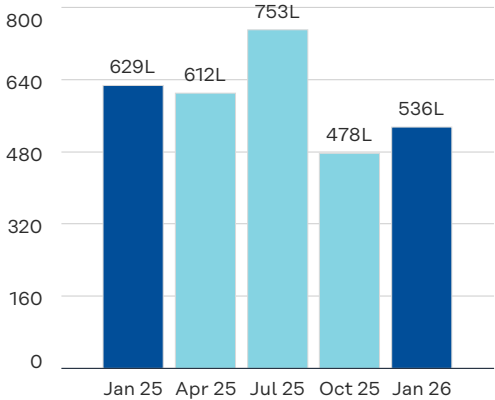
Previous bill	\$2,754.03
Payment received	\$0.00
Balance carried forward	\$2,754.03
This balance is overdue, please pay immediately.	
This bill	
Usage charges	\$196.15
Service charges	
Water supply system	\$20.80
Sewerage system	\$119.92
Other authority charges	
Waterways and drainage	\$30.82
Parks	\$22.14
Total this bill (GST does not apply)	\$389.83
Total balance	\$3,143.86



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

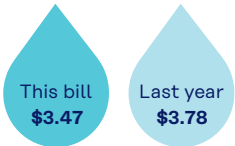
Target 150L of water use per person, per day.



Average use in litres per day

Your daily spend

This bill compared to the same time last year.
Excludes other authority charges.



How to pay



*3042 867533314432 4



Direct debit

Sign up for Direct Debit at yvwm.com.au/directdebit or call 1300 304 688.



EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 867243590



BPAY®

Bill code: 344366
Ref: 867 2559 5603



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: 555 054 118T



Post Billpay®

Pay in person at any post office, by phone on 13 18 16 or at postbillpay.com.au
Bill code: 3042
Ref: 8675 3331 44324



Credit Card

Online: yvwm.com.au/paying
Phone: 1300 362 332

MR A CHIEN

Account number	86 7255 9560
Invoice number	8675 3331 44324
Total due	\$3,143.86
Due date	17 Feb 2026
Amount paid	\$
Overdue balance \$2,754.03 due now	

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
MA767212	6,163kL -	6,111kL =	52kL
From 22 Oct 2025 - 27 Jan 2026			(97 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	42.680kL x	\$3.5724 =	\$152.47
STEP 2 (441-880 litres per day)	9.320kL x	\$4.6871 =	\$43.68
Total	52.000kL		\$196.15
Total usage charges			\$196.15

Your charges explained

- **Water and sewer usage charge**

22 October 2025 - 27 January 2026

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**

1 January 2026 - 31 March 2026

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**

1 January 2026 - 31 March 2026

A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**

Waterways and drainage charge

1 January 2026 - 31 March 2026

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
- **Parks charge**

1 January 2026 - 31 March 2026

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria’s parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J164368

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp. Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvw.com.au/concession.

Contact us

📞	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉	enquiry@yvw.com.au		廣東話 1300 921 362
🌐	yvw.com.au		Ελληνικά 1300 931 364
☎	TTY Voice Calls	133 677	普通话 1300 927 363
🗣	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

📅 Next meter reading:

Between 24 Apr-1 May 2026

Register your concession*

Save up to 50% on your water and sewer charges.

🌐 yvw.com.au/concessions
📞 **1300 441 248**

*Health Care, Pension or DVA health card holders

Let’s use water wisely

Permanent Water Saving Rules apply year round

Help protect our water supplies so there’s enough for everyone:

- Use watering systems before 10am or after 6pm
- Hand-water anytime with a trigger nozzle hose
- Sweep hard surfaces like driveways

👉 Learn more yvw.com.au/watersavingrules



AOBW 202602-0095

Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

In respect of: Non-Structural Improvements
At: 4/19-21 Rosa Street, Templestowe Lower, VIC, 3107, AUSTRALIA
Carried out by: Alann Chien
For: The Purchaser
Building Permit: None
Construction Complete Date: 10/12/2025
Defects Inspection Report: Morris Terzo
Defects Inspection Date: 31/01/2026

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

Authorisation: In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Monday, 16 February 2026



Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent. The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the Policy wording.

Important notice: This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.



Assetinsure

Owner-Builder Warranty Insurance

Victoria

Effective date:17/06/2022



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Important Information

Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance – Victoria, distributed by Australian Owners Builders Insurance Services Pty Ltd.

In this section, where we use the term 'you'/'your'/'yourself', we are referring to the person(s) who applied for this Policy and submitted an Insurance Application. In the next section of the Policy wording, you are later referred to as the Owner-Builder.

About Assetinsure

You can contact Assetinsure by:

- post, at PO Box R299, Sydney NSW 1225;
- telephone, at (02) 9251 8055; or
- email, at info@assetinsure.com.au

Assetinsure Pty Ltd ("**Assetinsure**") is authorised by the Australian Prudential Regulation Authority ("**APRA**") to conduct general insurance business. For further information visit their website at www.assetinsure.com.au

About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd ("**AOBIS**") ABN 95 122 431 654 operating under AFSL No. 308705. In arranging this insurance, AOBIS is acting under the authority and as the agent of Assetinsure (and not as **your** agent).

You can contact AOBIS by:

- post, at PO Box 2294, Seaford VIC 3198;
- telephone, at 1300 850 131; or

email, at underwriter@aobis.com.au

Duty to take reasonable care not to make a misrepresentation

This **Policy** is a consumer insurance contract for the purposes of the *Insurance Contracts Act 1984* (Cth).

Before **you** enter into this contract of insurance, **you** have a duty to take reasonable care not to make a misrepresentation. This means that **you** need to take reasonable care to provide honest, accurate and complete answers to **our** questions. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

If **you** are not sure of the answers to any of **our** questions, or whether the information **you** previously provided remains honest, accurate and complete, **you** should check it and find out. It is also important to understand that, in answering the questions and checking the information, **you** are answering for **yourself** and anyone else to whom the questions apply. If **you** are answering questions on behalf of anyone, **we** will treat your answers or representations as theirs.

As **we** use **your** answers to decide what insurance **we** will offer, to calculate **your** premium, and to assess any claim **made**, it is essential that **you** contact **us** if **you** have any doubts.

Whether **you** have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific any questions **we** asked were and how clearly **we** communicated to **you** the importance of answering those questions, and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to **you** which **we** are



aware or ought reasonably to have been aware.

Any misrepresentation made fraudulently is a breach of **your** duty.

If **your** circumstances make it difficult for **you** to know how to answer any of **our** questions, or **you** are not clear how to explain **your** situation to **us**, **you** should contact AOBIS.

Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

Privacy Statement & Collection Notice

This Privacy Statement describes how Assetinsure and AOBIS collect, use, handle and disclose **your** personal information. It also describes the matters to which **you** give your consent when applying for a Policy.

AOBIS and Assetinsure are committed to protecting the privacy of personal information and are bound by the provisions of the *Privacy Act 1988* (Cth), which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

Collection and use of personal information

We collect personal information, including through **our** agents and licensees such as AOBIS, to determine whether and on what terms **we** might issue **you** an insurance **Policy**, or to manage a claim in relation to an insurance **Policy** **you** have with **us**. **We** may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988* (Cth), such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the

purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

If **you** provide information about any other person, **you** agree to tell them that **you** are providing this information to **us**, of **our** contact details in this document, the reason **you** are providing this information, the fact that **we** have collected personal information from **you** and of the contents of this Privacy Statement.

Consequences if information is not provided

If **you** do not provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

Disclosure

You agree that **we** may disclose **your** personal information to:

- AOBIS;
- **our** external service providers and contractors (such as any mail house, commercial agent or entities engaged to carry out certain business activities on **our** or **your** behalf);
- **our** related entities or assigns, another insurer, **our** reinsurers, **our** agents and external advisers (such as legal and other professional advisers);
- any other person **we** consider necessary to execute **your** instructions;
- any financial institution to or from which a payment is made in relation to any **Policy** **you** have;
- a person with **your** consent or where disclosure is authorised or compelled by law, to regulatory, law enforcement,



dispute resolution or government bodies.

Transfer of personal information overseas

You agree that **we** may disclose **your** information overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Hong Kong and India.

Access and Complaint

Assetinsure's Privacy Policy is currently available on **our** website at:

www.assetinsure.com.au/key-policies/privacy-policy/.

The Privacy Policy sets out details of how **you** can access (and, if necessary, correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy, **you** can contact Assetinsure's Privacy Officer by:

- post, at Level 21, 45 Clarence Street, Sydney NSW 2000;
 - telephone, at (02) 8274 2898; or
- email, at privacy@assetinsure.com.au

Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy. However, both AOBIS and Assetinsure recognise that occasionally disputes may arise.

Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** we will try to resolve it immediately. The best first step is to approach the person at AOBIS with whom **you** were dealing to see if they can resolve the matter to **your** satisfaction.

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and we will refer the matter to Assetinsure's Complaint Management process.

Regardless of who is managing **your** complaint, the goal is to resolve **your** complaint and respond with a decision within 30 calendar days.

You may also seek a review of a decision **we** make about a claim made under this **Policy** at the Victorian Civil and Administrative Tribunal provided **you** do so within 28 days of the decision. Please visit www.vcat.vic.gov.au for more information.

Our Agreement with You

This **Policy** is a legal contract between **you** and **us**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Insurance Application** for this insurance, and carried out at the site described in the **Policy**.

Applying for Insurance

To apply for this insurance, **you** will need to complete an **Insurance Application** and provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- that the verbal and/or written information provided by **you** which must be given in accordance with **your** duty to take reasonable care not to make a misrepresentation either verbally or in writing.

Your Policy

Your Policy consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance** **we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

You must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.



When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed \$300,000.--.

All amounts referred to in this **Policy** are inclusive of any taxes, levies, duties or charges that payment would be affected by or subject to.

If **you** make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

Confirming Transactions and Updating Information

You can ask **us** to confirm any transaction under **your** insurance by contacting **us**. If **you** need any of the information contained in this document or if **you** have any queries, please contact AOBIS:



Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

Please note that from this section onwards, the terms '**you/your/yours**' is separately defined and have a different meaning to the preceding pages of this **Policy**. Whereas the preceding pages of this **Policy** define '**you/your/yours**' as the **Owner-Builder** and person(s) who applied for this **Policy** and submitted an **Insurance Application**, in this section of the **Policy** wording, '**you/your/yours**' means the purchaser of the **Dwelling** and any successor in title (see full definition over the page).

Act means the Building Act 1993 (VIC) as amended from time to time.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reason, including the intention to coerce or influence any government and/or to intimidate or put the public, or any section of the public, in fear, but does not include acts which are:

- i) advocacy, protest, dissent or industrial action; and
- ii) not intended to cause serious physical harm, death, or endangerment of life to a person (other than the life of person committing the act) or create a serious risk to health or safety to the public or a section of the public.

Authority means the same as it does in the **Order**.

Certificate of Insurance means the most recent certificate issued by **us** in connection with this **Policy**.

Completion Date means the same as it does in the **Order**.

Defective means the same as it does in the **Order**.

Disappearance (and its corresponding forms) means the same as it does in the **Order**.

Domestic Building Work means the same as it does under the **Order**.

Dwelling means the home (as defined in the **Order**) described in the **Insurance Application**.

Insolvent (and its corresponding forms) means the same as it does in the **Order**.

Insurable Contract of Sale means the same as it does under the **Order**.

Insurance Application means the application form completed by the **Owner-Builder** applying for this insurance.

Non-Structural Defect means the same as it does in the **Order**.

Order means the Order made under the **Act** by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as supplemented and/or amended from time to time.

Owner-Builder means the owner-builder described in the **Insurance Application** who is also an owner-builder under the **Order**, but does not include owner-builders who are registered builders.

Policy means this policy wording, any endorsements and the **Certificate of Insurance**.

Statutory Warranty means a warranty implied into the **Insurable Contract of Sale** by section 137C of the **Act**.

Structural Defect means the same as it does in the **Order**.

Trade Practices Provision means the same as it does under the **Order**.

Tribunal means the same as it does in the **Order**.

We/us/our means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

Work means the **Domestic Building Work** which is carried out or to be carried out by the **Owner-Builder** to the **Dwelling**.

You/your/yours means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person. If the domestic building work is carried out on land in a plan of



subdivision containing common property, it also means the body corporate for that land or a **Dwelling** on that land.

It does not include:

- a) the **Owner-Builder**
- b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or
- c) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

Our Cover

This **Policy** is intended to comply with the requirements set out under the **Order** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Order** shall be read and be enforceable as if it complies with the **Order**.

We will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if the **Owner-Builder** dies, becomes **Insolvent**, or **Disappears** and **you** suffer:

- a) a loss or damage arising from a breach of a **Statutory Warranty**;
- b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a **Statutory Warranty**. **We** will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for up to 60 days, excluding any period of delay attributable to **us**;
- c) the cover **we** give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the **Owner-Builder** to perform the **Work**.

We will not be required to indemnify the purchaser in respect of a **Statutory Warranty** that all materials used under the **Work** were new to the extent that any materials used were not new if:

- a) the condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or

- b) it was apparent from the nature of the relevant **Work** that the materials were not new.

Certificate of Insurance

- a) **We** must provide a **Certificate of Insurance** evidencing that insurance for the **Work** has been issued which complies with the **Order**:
 - i. to **you** immediately on the issue of this **Policy**; and
 - ii. on request by **you** or the **Builder** at any time.
- b) The **Certificate of Insurance** shall be in the form prescribed by the **Order**.
- c) The **Work** is not covered until **we** have provided to the **Owner-Builder** or **you** a **Certificate of Insurance** evidencing insurance for the **Work**.

Period of Cover

- a) This **Policy** provides the cover in relation to **Non- Structural Defects** in respect of loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 2 years after the **Completion Date** for the **Work**.
- b) Subject to paragraph a) above, this **Policy** provides the cover in respect of all other loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 6 years after the **Completion Date** for the **Work**.

We will Pay

1. **We** will pay up to, but not more than \$300,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**, including reasonable legal costs and expenses incurred by the **Insured** associated with a successful claim against **us**.
2. If the claim is in respect of the cover for loss or damage resulting from conduct of the **Owner-Builder** which contravenes a **Trade Practices Provision**, **we** will only pay the costs of rectifying the **Work**.



3. If the **Work** is carried out on land in a plan of subdivision containing common property, and **we** paid a claim relating to the common property then the amount of cover in respect of any home on land on the plan of subdivision is to be reduced by not more than an amount calculated by dividing the amount paid under the claim by the number of homes on land in the plan of subdivision.

All references in the **Policy** to dollar amounts are inclusive of any applicable goods and services tax (GST).

Excess

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:

- a) the first \$1,000 of each claim first made more than 5 years after the **Completion Date**;
- b) the first \$750 of each claim first made between 3 and 5 years after the **Completion Date**;
- c) the first \$500 of each claim first made between 1 and 3 years after the **Completion Date**; or
- d) a claim under \$500 made between 3 and 12 months after the **Completion Date**.

2. For the purposes of paragraph 1 above:

- a) a claim of \$500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than \$500.
- b) The date when a claim is made is the earlier of:
 - i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
 - ii. and the date a claim is made.
- c) An excess may be applied only once in relation to:
 - i. any claim comprising more than one defect; or
 - ii. two or more claims that relate to the same defect.

Exclusions

- a) **We** will not pay if **you** are the **Owner-Builder**.
- b) **We** will not pay if **your** claim relates to a person who is excepted under the **Order**.
- c) **We** will not indemnify **you** unless **your** claim relates to an **Insurable Contract of Sale** and:
 - i. section 137B of the **Act** applies to that **Insurable Contract of Sale**; and
 - ii. **Work** was carried out on the **Dwelling** before the sale; and
 - iii. the value of the **Work** exceeded \$16,000 at the time the **Work** was carried out.
- d) **We** will not pay any claims in respect of any defect or incomplete **Domestic Building Work** that is referred to in the report to be provided to a purchaser under section 137B of the **Act**.
- e) **We** will not pay for loss or damage in respect of **Work** relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:
 - i. are integral to the construction of a **dwelling**;
 - ii. require the issue of a building permit under the **Act**;
 - iii. could result in water penetration of or within a **dwelling**;
 - iv. could adversely affect health or safety;
 - v. adversely affect the structural adequacy of a **dwelling**; or
 - vi. are not completed and the **Owner-Builder** has died, become **Insolvent** or **Disappeared**.
- f) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.
- g) **We** will not pay for loss or damage incurred as a result of:
 - i. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;



- ii. an **Act of Terrorism**;
 - iii. a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;
 - iv. civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
 - v. risks normally insured under a policy for public liability or contract works;
 - vi. asbestos, or any materials containing asbestos in whatever form or quantity;
 - vii. an act of God or nature;
 - viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
 - ix. consequential loss, such as loss of rent or other income, loss of enjoyment, loss due to delay, loss of market value or depreciation, loss of opportunity, inconvenience or distress, not otherwise covered by the **Order**;
 - x. malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.
- 3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
 - 4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.
 - 5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:
 - a) the non-completion of the **Work**;
 - b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Our Cover'; and
 - c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.
 - 6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.

Claims Procedure

- 1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as reasonably practicable when **you** become aware of them.
- 2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner-Builder**.
- 7. **We** will ask **you** to use **our** claim form to make a claim and to provide **us** with as many details, records and information as may be reasonably practicable, so that **we** can investigate, assess and verify **your** claim.
- 8. Upon making a claim under this **Policy**, **you** must:
 - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;



- b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;
 - c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so (such as loss of confidence in the builder); and
 - d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 8 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.
9. **You** must not make any admissions, offer, promise or payment in connection with any claim, unless **we** have provided our prior written consent (which will not be unreasonably withheld, conditioned or delayed).

Conditions

- a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:
 - i. the Owner- breached any duty of the utmost good faith;
 - ii. failed to comply with any duty to take reasonable care not to make a misrepresentation;
 - iii. made representations to **us**;
 - iv. failed to comply with a provision or requirement of the **Policy**;
 - v. prejudiced **our** interests by act or omission of any description; or
 - vi. the premium or any instalment of the premium has not been paid.

- b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- d) **We** will notify the **Authority**, at the times and in the manner agreed with the Authority, in the event that:
 - i. a **Builder** is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of **Domestic Building Work** performed prior to the commencement of the **Order**, fails to purchase or maintain required insurance;
 - ii. any claim under this **Policy** is settled or paid by agreement or otherwise.
- e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.
- g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.
- h) **You** must comply with **your** obligations under the **Policy**. Otherwise, subject to Section 54 of the Insurance Contract Act 1984 (Cth) and the terms stated elsewhere in this **Policy**, **we** may not have to pay **your** claim(s), or **we** may reduce our liability.

How We will Communicate

- a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**, electronically or by post.
- b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** electronically or by post.

- 
- c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

Jurisdiction

This **Policy** is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984 (Cth). Section 54 of the Insurance Contract Act 1984 applied, or is deemed to apply, to this Policy.



Owner Builder Warranty Inspection Report (137B)

Inspection Date: Sat, 31 Jan 2026

Property Address: 4/19-21 Rosa Street Lower Templestowe



Contents

	The Parties
Section A	Results of inspection - summary
Section B	General
Section C	Accessibility
Section D	Significant Items
Section E	Additional comments
Section F	Annexures to this report

Definitions to help you better understand this report

Terms on which this report was prepared

Special conditions or instructions

If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

This Report has been prepared in accordance with the pre-inspection agreement in place between the parties set out below, which set out the purpose and scope of the inspection, and the significant items that will be reported on.

This Report reflects the opinion of the inspector based on the documents that have been provided.

This Report should be read in its entirety and in the context of the agreed scope of Services. If there is a discrepancy between the summary findings and the body of the Report, the body of the Report will prevail.

We recommend that you should promptly implement any recommendation or advice in this Report, including recommendations of further inspections by another specialist.

If you have any queries with this Report or require further information, please do not hesitate to contact the person who carried out the inspection.

This Report contains reference to material that is the copyright of Standards Australia reproduced under agreement with SAI Global to Jim's Building Inspections (Australia).

Original Inspection Date Sat, 31 Jan 2026

Modified Date Sat, 31 Jan 2026

The Parties

Name of the Client: Allan Chien

Name of the Principal(If Applicable):

Job Address: 4/19-21 Rosa Street Lower Templestowe

Client's Email Address:

Client's Phone Number:

Consultant: Morris Terzo Ph: 0491 279 368
Email: Macleod@jimsbuildinginspections.com.au

DBU 42064

Company Name: Jim's Building Inspections (Macleod)

Company Address and Postcode: Macleod 3085

Company Email: Macleod@jimsbuildinginspections.com.au

Company Contact Numbers: 0491 279 368

Special conditions or instructions

A report may be conditional on information provided by the person, agents or employees of the person requesting the report, apparent concealment of possible defects and a range of other factors

The following apply: This was a non-invasive visual inspection only hence it was not possible to fully determine the method of waterproofing of the wet areas however, these works appear to have been done satisfactorily.

Section A Results of Inspection - summary

A summary of your inspection is outlined below; please also refer to the Report.

	Found	Not Found
Safety Hazard		✓
Defect		✓
Incomplete Works		✓
Recycled Building Materials		✓

Overall Condition

In summary, the building, compared to others of similar age and construction is in the condition documented in this report.

Section B General

General description of the property

Building Type	Residential
Company or Strata title	Unknown
Floor	Not Applicable, Slab on ground
Furnished	Furnished
Occupied	Occupied
No. of bedrooms	Not Applicable
Orientation	South
Other Building Elements	N/A
Other Timber Bldg Elements	N/A
Roof	Pitched, Tiled
Storeys	Double
Walls	Brick Veneer (Timber Framed)
Weather	Fine

Section C Accessibility

Areas Inspected

The following areas were inspected. Only areas in which the Owner Builder undertook works are included in the scope of inspection.

As documented in your Pre-Inspection Agreement, obstructions and limitations to the accessible areas for inspection are:

- Exterior
- Interior

The inspection excludes areas which are affected by obstructions or where access is limited or unsafe. We do not move obstructions and building defects may not be obvious unless obstructions or unsafe conditions are removed to provide access.

Inaccessible Areas

The following areas were inaccessible:

- Roof Exterior.

Inaccessible areas present a high risk for undetected building defects, incomplete works and potentially a lower risk for undetected use of second hand building materials. The client is strongly advised to make these areas accessible wherever possible for re-inspection.

Obstructions and Limitations

Building defects, incomplete works and the use of second hand or recycled building materials may be concealed by the following obstructions which prevented full inspection:

- Above safe working height
- Appliances and equipment
- Evidence of recently painted walls or ceilings
- Fixed Furniture - Built-in Cabinetry
- Floor coverings
- Furniture
- Landscaping
- Stored items
- Vegetation
- Wall linings

Obstructions increase the risk of undetected building defects, incomplete works and the use of second hand building materials. The client should make arrangement to remove obstructions wherever possible and arrange to re-inspect these areas urgently.

Undetected defect risk

A risk rating is provided to help you understand the degree to which accessibility issues and the presence of obstructions have limited the scope of the inspection

The risk of undetected defects is: - **Low**

When the risk of undetected defects is medium or high we strongly recommend further inspection once access is provided or if the obstruction can be removed. Contact us for further advice

Section D Significant Items

Safety Hazard

No evidence was found

Defect

No evidence was found

Incomplete Works

No evidence was found

Recycled Building Materials

No evidence was found

Section D Significant Items

D4 Further Inspections

We advise that you seek additional specialist inspections from a qualified and, where appropriate, licensed

- As identified in summary and defect statements

Jim's Building Inspections can put you in contact with qualified and licensed providers of these and other trades services. Please contact your inspector for recommendations, or visit www.jims.net.

D5 Conclusion - Assessment of overall condition of property

This section 137b owner builder defect report was commissioned by the owner Allan Chien. The owner has confirmed that the following building works were carried out as an owner builder.

Completion January 2026

- Renovation of kitchen, bathroom, laundry & toilet
- New flooring throughout
- Painting internal & external throughout
- Minor landscaping including stepping stones & grass

These works appear to be in good condition.

For further information, advice and clarification please contact Morris Terzo on 0491 279 368

Undefined Defects

Noted Item

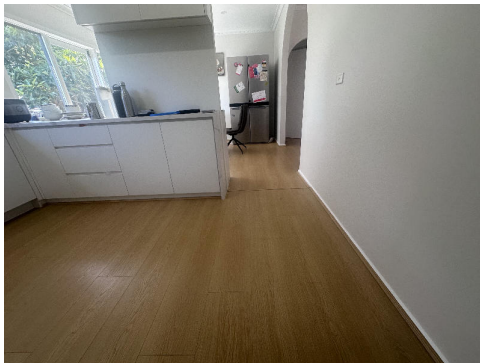
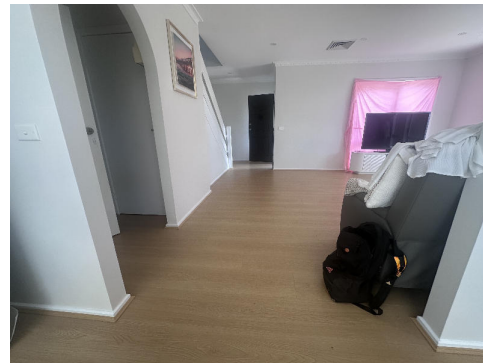
Building:	Building 1
Location:	Various
Finding:	Renovation of kitchen, bathroom, laundry & toilet - No works required
Information:	No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.

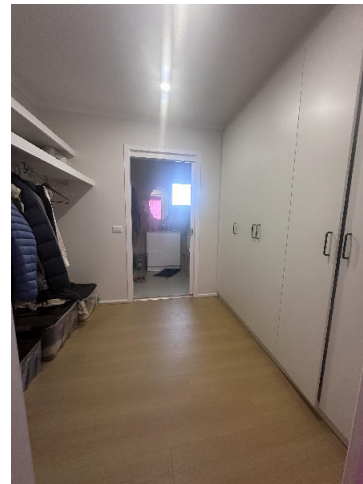
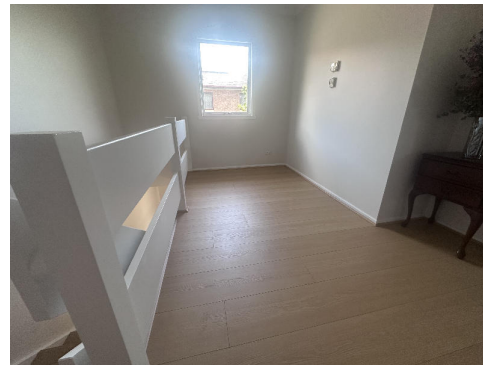
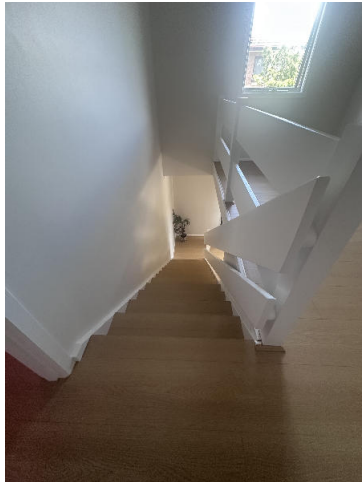


Noted Item

Building:	Building 1
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Location:	Various
Finding:	New flooring & painting throughout - No works required
Information:	No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.





Noted Item

Building: Building 1

Location: Various

Finding: Minor landscaping - No works required

Information: No remedial works are required at the current time. All building elements, structures and materials have been assessed and are compliant with current Building Code of Australia (BCA) Standards and Tolerances. Works have been completed to an acceptable level and do not pose any defects at the time of inspection.



Definitions to help you better understand this report

Access hole (cover)	An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an inspection, maintenance or repair.
Accessible area	An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.
Appearance defect	Fault or deviation from the intended appearance of a building element.
Asbestos	Asbestos means the asbestiform varieties of mineral silicates belonging to the serpentine or amphibole groups of rock-forming minerals including the following: (a) actinolite asbestos (b) grunerite (or amosite) asbestos (brown) (c) anthophyllite asbestos (d) chrysotile asbestos (white) (e) crocidolite asbestos (blue) (f) tremolite asbestos (g) a mixture that contains 1 or more of the minerals referred to in paragraphs (a) to (f).
Building and Site	The main building (or main buildings in the case of a building complex) and all timber structures (such as outbuildings, landscaping, retaining walls, fences, bridges, trees, tree stumps and timber embedded in soil) and the land within the property boundaries up to a distance of 50 metres from the main building(s).
Building element	A portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function NOTE: For example supporting, enclosing, furnishing or servicing building space.
Client	The person or other entity for whom the inspection is being carried out.
Defect	Fault or deviation from the intended condition of a material, assembly, or component.
Inspection	Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.
Inspector	Person or organisation responsible for carrying out the inspection.
Limitation	Any factor that prevents full or proper inspection of the building.
Major defect	A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Minor defect	A defect other than a major defect.
Owner Builder	The definition of an owner builder is subject to some state-based variation. Please check the Building Commission or Authority website of your state for definitive classifications. Generally an owner builder is someone who undertakes any work including supervision and coordination involved in the construction, alteration, repair, additions or renovations of a dwelling and associated infrastructure (garages, pools etc) where the market cost exceeds a minimum value (check your state based regulations), which relates to a single or dual occupancy dwelling and that requires planning and or building permits under state regulations.
Proper and Tradesmanlike Workmanship (Aust)	As defined in the Guide to Standards and Tolerances in your state.
Readily Accessible Areas	Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels, in roof spaces or subfloors where the minimum area of accessibility is not less than 400 mm high by 500 mm wide for manholes, and crawl space access is not less than 600 mm high by 600 mm wide, providing the spaces or areas permit entry. The term 'readily accessible' also includes: (a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide) and (b) areas at the eaves of accessible roof spaces, that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).
Roof space/Roof void	Space between the roof covering and the ceiling immediately below the roof covering.
Serviceability defect	Fault or deviation from the intended serviceability performance of a building element.
Significant item	An item that is to be reported in accordance with the scope of the inspection.
Structural defect	Fault or deviation from the intended structural performance of a building element.
Structural element	Physically distinguishable part of a structure NOTE: For example wall, columns, beam, connection.
Subfloor space	Space between the underside of a suspended floor and the ground.
Urgent and Serious Safety Hazards	Building elements or situations that present a current or immediate potential threat of injury or disease to persons.

Terms on which this report was prepared

This report is based on the condition of the property at the time of inspection. We strongly recommend re-inspection 30 days after this report is issued as the general condition of the property is likely to have changed, including the extent of defects described and instance of potential undetected defects.

This report has been prepared in accordance with and subject to the pre-inspection agreement in place between the parties, which forms part of this Report.

This Report is prepared for the client identified above and may not be relied on by any other person without our express permission or by the purchase of this Report on our website.

SPECIAL ATTENTION SHOULD BE GIVEN TO THE SCOPE, LIMITATIONS AND EXCLUSIONS IN YOUR PRE-INSPECTION AGREEMENT AND THIS REPORT

Any of the exclusions or limitations identified for this Report may be the subject of a special-purpose inspection which we recommend being undertaken by an appropriately qualified inspector

RELIANCE AND DISCLOSURE

This report has been prepared based on conditions at the time of the report.

We own the copyright in this report and may make it available to third parties.

If your Property is in the Australian Capital Territory, you acknowledge we will make certain information about this Report available to the ACT Government for inclusion in the building and pest inspections public register if required under the **Civil Law (Sale of Residential Property) Act 2003**. This will include the fact the report has been prepared, the Property street address, date of the inspection, the name of the person who prepared the report and (if applicable) the entity that employs them.

UNDETECTED DEFECT RISK RATING

If this Report has identified a medium or high-risk rating for undetected defects, we strongly recommend a further inspection of areas that were inaccessible. This may include an invasive inspection that requires the removal or cutting of walls, floors or ceilings.

If the Property has been vacant for a period of time, moisture levels or leaks may not be detectable at the time of the inspection because often only frequent use of water pipes (showers, taps etc) result in a leak being identifiable. We advise further testing on pipes and water susceptible areas (such as the bathroom and laundry) after more frequent use has occurred.

IMPORTANT SAFETY INFORMATION:

This is not a report by a licensed plumber or electrician. We recommend a special-purpose report to detect substandard or illegal plumbing and electrical work at the Property

This is not a smoke alarm report. We recommend all existing detectors in the Property be tested and advice sought as to the suitability of number, placement and operation.

This is not a pest report. As termites are widespread throughout mainland Australia we recommend annual timber pest inspections.

This is not an asbestos report. There are potential products in the Property containing asbestos that will not be identified in this report. In order to accurately identify asbestos, we recommend performing an asbestos inspection, particularly for buildings built prior to 1988.

This is not a report on safety glass. Glazing in older homes may not reflect current standards and may cause significant injury if damaged. Exercise caution around the glass in older homes.

This is not a report on window opening restrictions. We have not inspected window opening restrictors. Window openings in older buildings may not reflect current standards and can be a potential risk. Window opening restrictors are advised for all second story or above windows with sill heights below 900mm. Some states make this a mandatory requirement. Owners should enquire of their local and state requirements to ensure compliance.

This is not a report on pool safety. If a swimming pool is present it should be the subject to a special purpose pool inspection.

External Timber Structures - Balcony and Decks. It is strongly recommended that a Structural Engineer is required to assess distributed load capacity of external timber structures such as balconies and decks, alerting users of the load capacity. Regular maintenance and inspections by competent practitioners to assess the ongoing durability of exposed external timber structures are needed.

This is not a Group Titled Property Report as per AS4349.2. If you require a report for a Group Titled Property as per this standard, please seek a separate inspection for Group Titled Properties.

MOISTURE

The identification of moisture, dampness or the evidence of water penetration is dependent on the weather conditions at the time an inspection. The absence of dampness identified in this Report does not necessarily mean the Property will not experience some damp problems in other weather conditions or that roofs, walls or wet areas are watertight.

Where the evidence of water penetration is identified we recommend detailed investigation of waterproofing in the surrounding area monitoring of the affected area over a period of time to fully detect and assess the cause of dampness.

MAINTENANCE OF THE PROPERTY

This Report is not a warranty or an insurance policy against problems developing with the Property in the future. Accordingly, a preventative maintenance program should be implemented which includes systematic inspections, detection and prevention of issues. Please contact the inspector who carried out this inspection for further advice.

NO CERTIFICATION

- a) The Property has been compared to others of a similar age, construction type and method that had an acceptable level of basic maintenance completed.

- b) We don't advise you about title, ownership or other legal matters like easements, restrictions, covenants and planning laws. None of our inspections constitutes approval by a Building Surveyor, a certificate of occupancy or compliance with any law, regulation or standard, including any comment on whether the Property complies with current Australian Standards, Building Regulations or other legislative requirements.

RECTIFICATION COSTS

We don't provide advice on the costs of rectification or repair unless specifically identified in the scope of the Report. Any cost advice provided verbally or in this report must be taken as of a general nature and is not to be relied on. Actual costs depend on the quality of materials, the standard of work, what price a contractor is prepared to do the work for and may be contingent on approvals, delays and unknown factors associated with third parties. No liability is accepted for costing advice.

Property Clearance Certificate

Land Tax



OXLEY LEGAL

Your Reference:	LD:79644421-014-2.UNIT 4 19
Certificate No:	97714969
Issue Date:	13 FEB 2026
Enquiries:	ESYSPROD

Land Address: UNIT 4, 19 -21 ROSA STREET TEMPLESTOWE LOWER VIC 3107

Land Id	Lot	Plan	Volume	Folio	Tax Payable
20664614	4	29893	9842	735	\$2,212.64

Vendor: ALANN CHIEN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ALANN CHIEN	2026	\$445,000	\$2,212.64	\$0.00	\$2,212.64

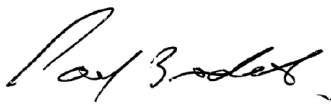
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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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):	\$800,000
SITE VALUE (SV):	\$445,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$2,212.64



Notes to Certificate - Land Tax

Certificate No: 97714969

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 = \$1,785.00

Taxable Value = \$445,000

Calculated as \$1,350 plus (\$445,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,000.00

Taxable Value = \$800,000

Calculated as \$800,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97714969

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: 97714969

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



OXLEY LEGAL

Your Reference:	LD:79644421-014-2.UNIT 4 19-21
Certificate No:	97714969
Issue Date:	13 FEB 2026
Enquires:	ESYSPROD

Land Address: UNIT 4, 19 -21 ROSA STREET TEMPLESTOWE LOWER VIC 3107

Land Id	Lot	Plan	Volume	Folio	Tax Payable
20664614	4	29893	9842	735	\$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:	\$800,000
SITE VALUE:	\$445,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97714969

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



OXLEY LEGAL

Your Reference:	LD:79644421-014-2.UNIT 4 19-21
Certificate No:	97714969
Issue Date:	13 FEB 2026

Land Address: UNIT 4, 19 -21 ROSA STREET TEMPLESTOWE LOWER VIC 3107

Lot	Plan	Volume	Folio
4	29893	9842	735

Vendor: ALANN CHIEN
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 97714969

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 97714968 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: 97714968 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 22 January 2026 04:39 PM

PROPERTY DETAILS

Address: **4/19-21 ROSA STREET TEMPLESTOWE LOWER 3107**
Lot and Plan Number: **Lot 4 SP29893**
Standard Parcel Identifier (SPI): **4\SP29893**
Local Government Area (Council): **MANNINGHAM**
Council Property Number: **224858**
Planning Scheme: **Manningham**
Directory Reference: **Melway 33 B8**

www.manningham.vic.gov.au

[Planning Scheme - Manningham](#)

UTILITIES

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

STATE ELECTORATES

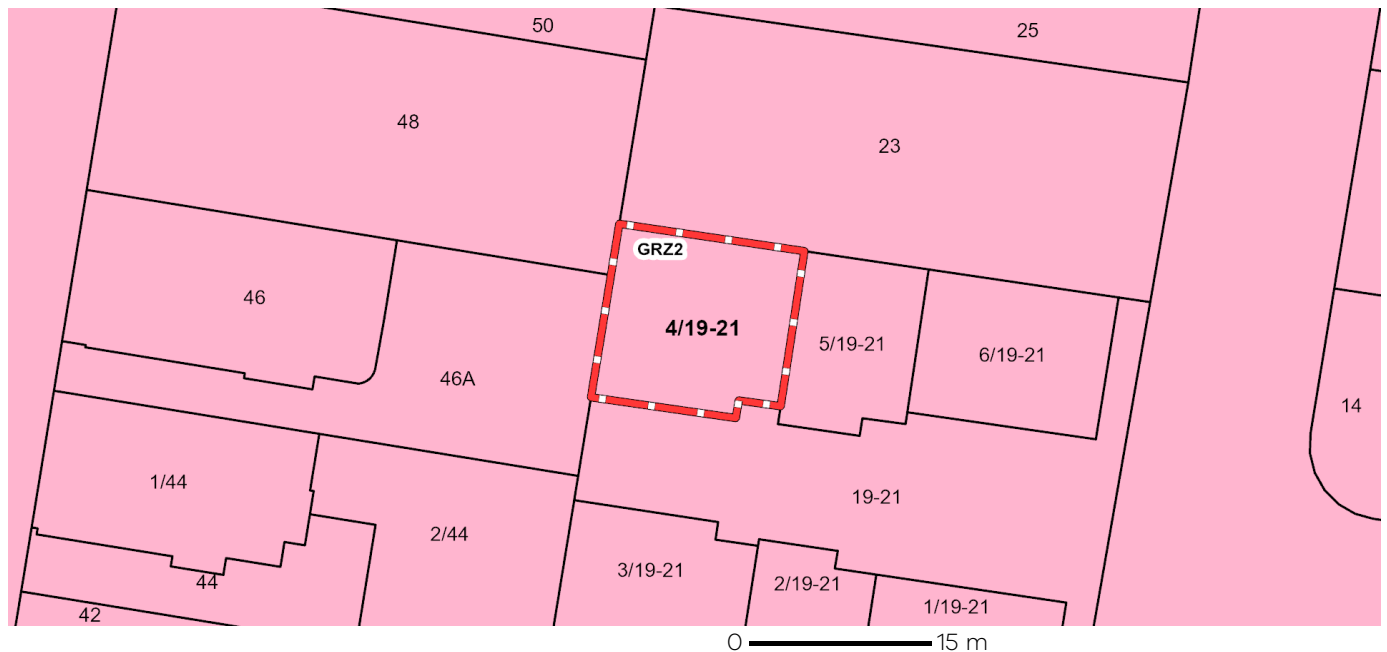
Legislative Council: **NORTH-EASTERN METROPOLITAN**
Legislative Assembly: **BULLEEN**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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

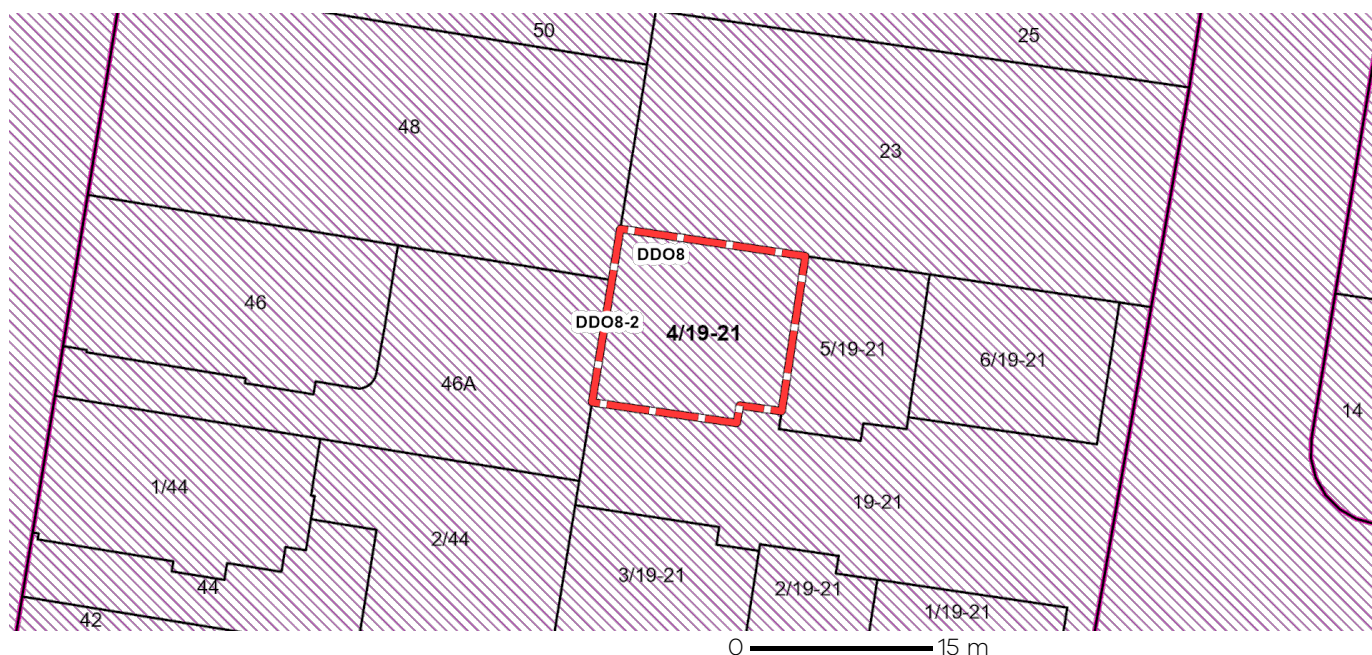
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8-2 \(DDO8-2\)](#)



 **DDO - Design and Development Overlay**

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

Further Planning Information

Planning scheme data last updated on 20 January 2026.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Owners Corporation 29893

19-21 Rosa Street TEMPLESTOWE LOWER VIC 3107

Owners Corporation Certificate

Date Of Issue: Thursday, 5 February 2026

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. 29893

Lot Address:	19-21 Rosa Street TEMPLESTOWE LOWER VIC 3107
Vendor Name:	ALANN CHIEN
Reference:	
Certificate Prepared For:	Boon Koh
Contact e-Mail:	office@oxleylegal.com.au
Contact Number:	0398152838

This certificate is issued for Lot 4 / Unit 4 on Plan No. 29893

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 05 February 2026. 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:	Ensure Group
Last Valuation Date:	17 September 2025
Amount At Last Valuation Date:	\$4,750,000.00
Insurer:	Strata Insurance - Flex Insurance
Policy Number:	HS0006054956
Premium:	\$6,913.51
Policy Expiry Date:	01 November 2026

Policy Schedule Residential Strata Insurance Plan

Policy Number: HS0006054956
Policy Wording: FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
The Insured: Owners Corporation Plan No. 29893
Situation: 19-21 ROSA STREET TEMPLESTOWE LOWER VIC 3107
Policy Period: 01.11.2025 to 01.11.2026 at 4.00pm

Cover Selected	Sum Insured
Section 1 Insured Property	
Building	\$4,750,000
Common Area Contents	\$47,500
Loss of Rent & Temporary Accommodation (total payable)	\$712,500
Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2 Liability to Others	\$20,000,000
Section 3 Voluntary Workers	
Death	\$200,000
Total Disablement	\$2,000 per week
Section 4 Fidelity Guarantee	\$250,000
Section 5 Office Bearers' Legal Liability	\$1,000,000
Section 6 Machinery Breakdown	\$100,000
Section 7 Catastrophe Insurance	Not Selected
Section 8 Government Audit Costs and Legal Expenses	
Government Audit Costs	\$25,000
Appeal Expenses – common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
Section 9 Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000

4	Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5	Total and irrecoverable loss of all sight in one eye	\$100,000
6 a	Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
	i a weekly benefit of or if higher	\$1,000
	ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b	Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
	i a weekly benefit of or if higher	\$500
	ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7	The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8	The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Excesses Amount

Section 1	Insured Property	\$2,000
	Water Damage	\$2,500
Section 2	Liability to Others	\$1,000
Section 4	Fidelity Guarantee	\$500
Section 5	Office Bearers' Legal Liability	\$2,000
Section 6	Machinery Breakdown	\$500

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 Section 1 – Insured Property for loss or damage caused by:

1. Damage from bursting, leaking, discharging or overflowing of tanks, apparatus or pipes used to hold or carry water;
2. Rainwater
3. Flood.

The Excess payable will be shown on the Schedule.

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

Underwriting Agency: Flex Insurance

PO Box 2004
NORTH SYDNEY NSW 2060
ABN: 85 613 645 239 AFSL: 491113

Insurer:

QBE Insurance (Australia) Limited
82 Pitt Street
SYDNEY NSW 2000
ABN: 78 003 191 035 AFSL: 239545

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 administer 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:	05 February 2026
Admin Bank Balance:	\$5,736.83
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$5,736.83

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:

Current or Possible Legal Proceeding / Notice / Order
The Manager notes that Lot 4 has been identified in arrears where the account is being monitored.
If the owner does not make adequate contribution in time, this will be referred to legal for debt collection.

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

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

Not Applicable.

14. Appended documents following:

14.1. Lot Financial Ledger

14.2. Minutes Of Most Recent Meeting

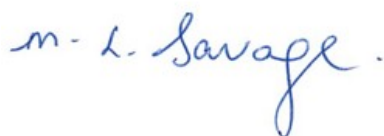
14.3. Model Rules

14.4. Statement of Advice and Information

14.5. Generic Certificate of Currency

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 29893 by



Mickey Savage
Body Corporate Strata Group - BCSG
03 7020 6300
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: 11/01/2025 - 03/02/2027

Owners Corporation Number: 29893

Lot Number: Lot 4 (Unit 4)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/07/2026	872040012550	Standard Levy From 01/07/2026 To 31/12/2026	\$1,028.25	-	\$2,741.79	DR
Arrears	01/01/2026	872040012536	Standard Levy From 01/01/2026 To 30/06/2026	\$1,028.25	-	\$1,713.54	DR
			Interest Due	\$9.86			
Payment Receipt	22/08/2025	852834787933	Credit Payment: Late Payment Penalty Invoice For Jan	-	\$0.08	\$675.43	DR
Credit Transaction	22/08/2025	852834787933	Credit Payment: Late Payment Penalty Invoice For Jan	\$0.08	-	\$675.51	DR
Credit Transaction	20/08/2025	872040012582	Lot Credit Note : (Adjustment(A) Credit Note From 01/07/2025 To 30/06/2026)	-	\$0.08	\$675.43	DR
Reverse Payment	13/08/2025	850329141552	Payment To Credit: Late Payment Penalty Invoice For Dec	\$150.00	-	\$675.51	DR
Credit Transaction	13/08/2025	850329141552	Update Lot Credit Because Of Cancelling Payment of Levy 'Late Payment Penalty Invoice For Dec'	-	\$150.00	\$525.51	DR
Reverse Payment	13/08/2025	847737023714	Payment To Credit: Late Payment Penalty Invoice For Nov	\$150.00	-	\$675.51	DR
Credit Transaction	13/08/2025	847737023714	Update Lot Credit Because Of Cancelling Payment of Levy 'Late Payment Penalty Invoice For Nov'	-	\$150.00	\$525.51	DR
Reverse Payment	13/08/2025	844972233215	Payment To Credit: Late Payment Penalty Invoice For Oct	\$150.00	-	\$675.51	DR
Credit Transaction	13/08/2025	844972233215	Update Lot Credit Because Of Cancelling Payment of Levy 'Late Payment Penalty Invoice For Oct'	-	\$150.00	\$525.51	DR
Reverse Payment	13/08/2025	842383883542	Payment To Credit: Late Payment Penalty Invoice For Sep	\$150.00	-	\$675.51	DR
Credit Transaction	13/08/2025	842383883542	Update Lot Credit Because Of Cancelling Payment of Levy 'Late Payment Penalty Invoice For Sep'	-	\$150.00	\$525.51	DR
Payment Receipt	13/08/2025	841169294735	Credit Payment: Standard Levy From 01/07/2025 To 31/12/2025	-	\$530.61	\$675.51	DR
Credit Transaction	13/08/2025	841169294735	Credit Payment: Standard Levy From 01/07/2025 To 31/12/2025	\$530.61	-	\$1,206.12	DR
Payment Receipt	13/08/2025	841169294641	Credit Payment: Standard Levy From 01/01/2025 To 30/06/2025	-	\$81.21	\$675.51	DR
			Interest Paid		\$58.18		
Credit Transaction	13/08/2025	841169294641	Credit Payment: Standard Levy From 01/01/2025 To 30/06/2025	\$139.39	-	\$814.90	DR
Reverse Payment	13/08/2025	839792819960	Payment To Credit: Late Payment Penalty Invoice For Aug	\$70.00	-	\$675.51	DR
Credit Transaction	13/08/2025	839792819960	Update Lot Credit Because Of Cancelling Payment of Levy 'Late Payment Penalty Invoice For Aug'	-	\$70.00	\$605.51	DR
Payment Receipt	25/07/2025	850329141552	Payment: Late Payment Penalty Invoice For Dec	-	\$150.00	\$675.51	DR
Payment Receipt	25/07/2025	847737023714	Payment: Late Payment Penalty Invoice For Nov	-	\$150.00	\$825.51	DR
Payment Receipt	25/07/2025	845425656110	Payment: Special Levy to Complete Driveway Paving Works	-	\$200.00	\$975.51	DR
			Interest Paid		\$13.75		
Payment Receipt	25/07/2025	844972233215	Payment: Late Payment Penalty Invoice For Oct	-	\$150.00	\$1,189.26	DR
Payment Receipt	25/07/2025	842383883542	Payment: Late Payment Penalty Invoice For Sep	-	\$150.00	\$1,339.26	DR
Payment Receipt	25/07/2025	841169294641	Payment: Standard Levy From 01/01/2025 To 30/06/2025	-	\$947.12	\$1,489.26	DR
Payment Receipt	25/07/2025	839792819960	Payment: Late Payment Penalty Invoice For Aug	-	\$70.00	\$2,436.38	DR
Payment Receipt	25/07/2025	808616801443	Payment: Standard Levy Contribution From 01/07/2024 To 31/12/2024	-	\$1,083.33	\$2,506.38	DR
			Interest Paid		\$115.46		
Payment Receipt	25/07/2025	808616766850	Payment: Standard Levy Contribution From 01/01/2024 To 30/06/2024	-	\$106.90	\$3,705.17	DR
			Interest Paid		\$13.79		

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Arrears	01/07/2025	841169294735	Standard Levy From 01/07/2025 To 31/12/2025	\$1,028.33	-	\$3,825.86	DR
			Interest Due	\$27.79			
Arrears	11/01/2025	852834787933	Late Payment Penalty Invoice For Jan	\$150.00	-	\$2,769.74	DR
Opening Balance at (11/01/2025)				\$2,619.74	-	\$2,619.74	DR
Closing Balance at (03/02/2027)				\$2,741.79	-	\$2,741.79	DR

Standard Contributions Paid Until: (30/06/2025)

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

		^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: 303706493227878		Pay in person at any Australia Post Office by Cheque or EFTPOS.  *496 303706493 227878
	Pay via BPAY: Biller Code: 96503 Ref: 303706493227878		

Owners Corporation 29893

19-21 Rosa Street TEMPLESTOWE LOWER VIC 3107

MINUTES OF MEETING

Meeting Type: Annual General Meeting

Date / Time: Monday, 18 August 2025 12:00 PM

Location: Teleconference Number (03) 7020 6310 Mickey Savage [Pin
85440]

Minutes of the Annual General Meeting

Owners Corporation	29893
Property Address	19-21 Rosa Street TEMPLESTOWE LOWER VIC 3107
Meeting Date	Monday, 18 August 2025
Meeting Location	Teleconference Number (03) 7020 6310 Mickey Savage [Pin 85440]
Meeting Commenced	12:00 PM
Rep by	Mickey Savage
Members Present	Mr Gil & Ms Leah Grunberg (1)
Proxies	Nil
Apologies	Nil
Non Attendance	Mr & Mrs K A Nejad (2), Glann Chien (3), ALANN CHIEN * (4), Mr Frank Ozzimo (5), Mr Jin Xu & Ms Kittivan Xu (6)

* Indicates the Lot Owner was Not-financial.

1. Election Of A Chairperson For The Meeting

Mickey Savage is elected Chairperson for the Annual General Meeting.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 1
Total Units: 6
Attendance Percentage: 16.67 %

Attendance by UOL

Total Eligible Attendee UOL: 100
Total UOL: 600
Attendance Percentage: 16.67%

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 the resolutions of the Owners Corporation on the 29th day provided no objections are received in writing during this period.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 13-Aug-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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Manager's Report as presented by the Manager.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

5. Committee Report

It was noted that the Committee did not table a Report.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

6. Financial Report

Building Financial Year End Date: 30-Jun-2025

Bank balance (Administration): \$7,876.45

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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

7. 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 Valuation Date:	
Last Valuation Amount:	
Insurer:	Strata Insurance - Flex Insurance
Policy Number:	HS0006054956
Premium:	\$5,583.08
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 request for an insurance valuation to be obtained and building insurance to be adjusted to level of cover in line with this valuation. The Members resolved to accept the new building sum insured amount for renewal, 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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

8. Maintenance

The Members of the Owners Corporation acknowledged that quote preparation and work order execution for all maintenance, repairs or replacement works of less than \$1,000.00 will incur a charge of \$44.00 per item. For works in excess of \$1,000.00 a charge of 5% of the total project value will apply. It was further acknowledged that if the Members of the Owners Corporation chooses to arrange its own contractor to undertake any common property maintenance, repairs or replacement works then it is the responsibility of the Owners Corporation to provide that contractors Australian Business Number, taxation, WorkCover insurance and liability insurance documentation as well as any appropriate trade licences to the Manager.

No resolution required for this agenda item.

9. 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.

The Members of the Owners Corporation resolved not to prepare a Maintenance Plan as the Owners Corporation is a Tier 3, 4 or 5 Owners Corporation and is not required to prepare a report as per Section 36 (2) of the Owners Corporations Act 2006.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

10. Caretaking

The Members of the Owners Corporation resolved by ordinary resolution that the Caretaking requirements of the common property are being completed satisfactorily.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

11. OHS Requirements

21-Sep-2023

Last OHS Report is more than 3 years: No

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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

12. Essential Safety Measures

Last ESM Report Date: N/A

Notwithstanding the Manager's recommendation to undertake an Essential Safety Measures Report, the Members of the Owners Corporation resolved by ordinary resolution that an Annual Essential Safety Measures Report is not to be undertaken this year.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total
Caretaking	CARETAKING-A	\$1,239.00
Common Electricity	ELECTRICITY-A	\$200.00
Common Water	WATER-A	\$200.00
Disbursement Fee	DSBRSMNT-A	\$510.00
ESM Audit	ESM-AUDIT-A	\$200.00
Insurance Premium	INS-PREMIUM-A	\$7,039.00
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$600.00
Maintenance	MAINTENANCE-A	\$500.00
Management Fees	MNGMNT-FEES-A	\$1,565.00
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$66.00
Schedule 2.2 charges	SCHEDULE-2.2-A	\$220.00
Total Admin Fund		\$12,339.00

Maintenance Fund

Expense Account Name	GL Code	Proposed Total
Nil Maintenance Fund items		
Total Maintenance Fund		\$0.00
Total Budget		\$12,339.00

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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 600

Fee Frequency: Bi-Annual
 Fee Year Start Date: 01-Jul-2025

Instalment Number	Date
1	01-Jul-2025
2	01-Jan-2026

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Bi-Annual)	Amended (Bi-Annual)
1	Mr Gil & Ms Leah Grunberg (UOL: 100)	\$2,056.50	\$2,056.50	\$1,028.25	\$1,028.25
2	Mr & Mrs K A Nejad (UOL: 100)	\$2,056.50	\$2,056.50	\$1,028.25	\$1,028.25
3	Glann Chien (UOL: 100)	\$2,056.50	\$2,056.50	\$1,028.25	\$1,028.25
4	ALANN CHIEN (UOL: 100)	\$2,056.50	\$2,056.50	\$1,028.25	\$1,028.25
5	Mr Frank Ozzimo (UOL: 100)	\$2,056.50	\$2,056.50	\$1,028.25	\$1,028.25
6	Mr Jin Xu & Ms Kittiwon Xu (UOL: 100)	\$2,056.50	\$2,056.50	\$1,028.25	\$1,028.25
Grand Total:		\$12,339.00	\$12,339.00		

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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
1	Mr Gil & Ms Leah Grunberg	--
2	Mr & Mrs K A Nejad	--
3	Glann Chien	--
4	ALANN CHIEN (Non Financial)	--
5	Mr Frank Ozzimo	--
6	Mr Jin Xu & Ms Kittiwon Xu	--

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Committee.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Mr Gil & Ms Leah Grunberg (Lot 1)

In accordance with Section 11 2 D of the Owners Corporation Act 2006 the Members of the Owners Corporation resolved by ordinary resolution to elect a Chairperson. The Chairperson is delegated any power or function of the Owners Corporation where there is no Committee. This delegation excludes any decision that requires a special or unanimous resolution, or any decision regarding the termination of the Manager as set out in Section 8.1.2 of the Contract of Appointment.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

19. Designation Of Public Officer

Proposed Public Officer: David Leece

Proposed Additional Authorised ATO Contact: Tara Shipperlee

The Members of the Owners Corporation resolved by ordinary resolution to appoint the proposed officers of the Manager to be Public Officer and Additional Authorised ATO Contact with the Australian Taxation Office.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

20. 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 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

21. Arrears

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 of \$70, 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 of \$150, charged consecutively each month, payable to the Manager.

The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection to a court of an appropriate jurisdiction.

Members of the Owners Corporation acknowledge that costs associated with debt recovery action will in the first instance be payable by the Owners Corporation and orders will be sought to recover all costs including legal fees overdue penalties and interest owing to be payable by the indebted lot owner.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

No resolution required for this agenda item.

24. Appointment Of The Manager

The Members of the Owners Corporation resolved by ordinary resolution to appoint Body Corporate Strata Group as the Manager of the Owners Corporation.

The fees will be charged as per the resolved budget.

The Members further resolved that in accordance with the Owners Corporation Act 2006 Part 6 Section 119 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 a standard Strata Community Australia (Vic) Contract of Appointment and approve the affixing of the seal. A copy of the Contract of Appointment was available at the Annual General Meeting. It is noted that should the Members fail to fully execute this Contract of Appointment then the previous executed Contract of Appointment will remain in force.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

25. 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 and approve the affixing of the seal.

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 23-Jul-2026

Location: Teleconference

Address: Teleconference Number (03) 7020 6310

Room: Mickey Savage [Pin 85440]

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

Moved: Lot 1, Seconded: Lot , Votes For: 1, Against: 0, Abstain: 0

Meeting Closed: 18-Aug-2025 12:12 PM

In the event of any Owners Corporation common area trade maintenance after business hours, please contact Tymaline Building Services (TBS) on 0418 362 023.

Please do not call TBS unless it is a genuine common property TRADE emergency as every call will incur at least the minimum service charge as listed below.

Please note: If the OC deem that the matter of your call is not a common property emergency, the caller or lot owner will be charged a minimum service charge of \$60 + GST to triage your call or a minimum of \$480 + GST call out fee should trade personnel attend.

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.

Sch. 2 rule 1.5
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.

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.

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	HS0006054956
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX 0001 0825
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123025FLE1451.
Period of Insurance	01/11/2025 to 01/11/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. SP 29893
Situation	19-21 ROSA STREET TEMPLESTOWE LOWER VIC 3107
Certificate date	27/09/2025

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	\$4,750,000
	Common Area Contents	\$47,500
	Loss of Rent & Temporary Accommodation (total payable)	\$712,500
Section 2	Liability to Others	\$20,000,000
Section 3	Voluntary Workers	
	Death	\$200,000
	Total Disablement	\$2,000 per week
Section 4	Fidelity Guarantee	\$250,000
Section 5	Office Bearers' Legal Liability	\$1,000,000
Section 6	Machinery Breakdown	\$100,000
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	
	Government Audit Costs	\$25,000
	Appeal Expenses – common property health & safety breaches	\$100,000
	Legal Defence Expenses	\$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	\$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	\$200,000
2 Total and irrecoverable loss of all sight in both eyes	\$200,000
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	\$200,000
4 Total and permanent loss of the use of one hand or of the use of one foot	\$100,000
5 Total and irrecoverable loss of all sight in one eye	\$100,000
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	\$1,000
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	\$2,000
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	\$500
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	\$1,000
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	\$500
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	\$2,000

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Resultant Damage from both Escape of Liquid and Major Faults and Defects	Selected
Increased exploratory costs, replacement of defective parts	Not Selected
Extended Temporary Accommodation and Loss of Rent	Not Selected
Fusion	Not Selected
Floating floors	Not Selected
Special Benefits	Not Selected

Date Printed

27/09/2025



This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording New Flex PDS reference code for the Lloyd's product is: AX 0001 0825 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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

Page 1 of 1

VOLUME 09842 FOLIO 735

Security no : 124132148911H
Produced 13/02/2026 02:33 PM

LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 029893R.
PARENT TITLE Volume 09605 Folio 643

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ALANN CHIEN of UNIT 4 19-21 ROSA STREET TEMPLESTOWE LOWER VIC 3107
AT913219S 24/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV664782F 25/05/2022
BRIGHTEN HOME LOANS PTY LTD

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

DIAGRAM LOCATION

SEE SP029893R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 4 19-21 ROSA STREET TEMPLESTOWE LOWER VIC 3107

ADMINISTRATIVE NOTICES

NIL

eCT Control 17125H GADENS LAWYERS
Effective from 25/05/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. SP029893R

DOCUMENT END

Imaged Document Cover Sheet

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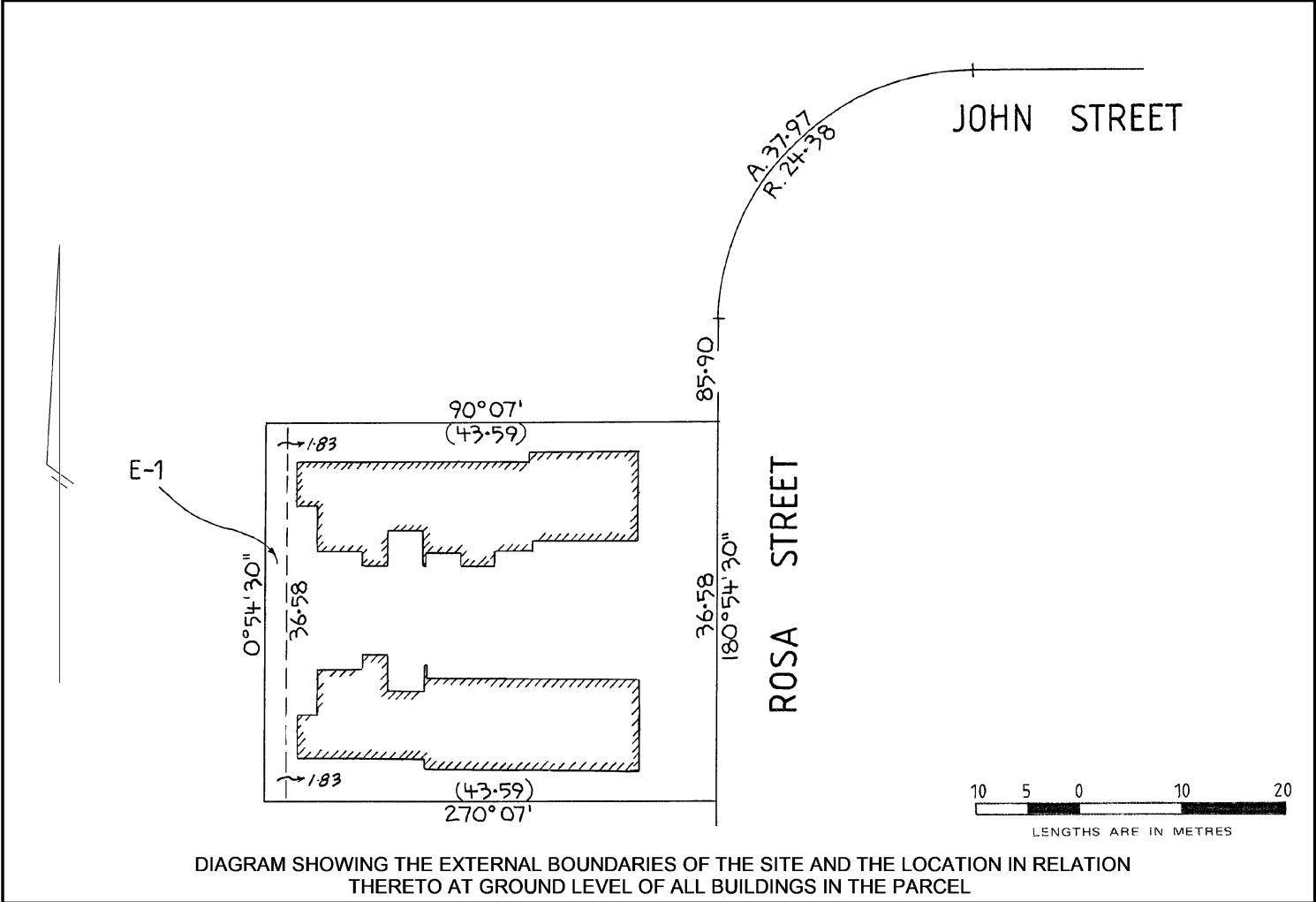
Document Type	Plan
Document Identification	SP029893R
Number of Pages (excluding this cover sheet)	3
Document Assembled	13/02/2026 14:33

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PLAN OF STRATA SUBDIVISION		EDITION 3	SP029893R
LOCATION OF LAND PARISH: BULLEEN TOWNSHIP: - SECTION: - CROWN ALLOTMENT: UNWINS CROWN SPECIALSURVEY(PART) CROWN PORTION: - TITLE REFERENCE: VOL.9605 FOL.643 LAST PLAN REFERENCE: CP159669B DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 19 - 21 ROSA STREET TEMPLESTOWE LOWER 3107		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
		SURVEYOR'S CERTIFICATE Surveyor: JOHN WILLIS HUMPHREYS Certification Date: 24/04/1986 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF DONCASTER & TEMPLESTOWE on 19/04/1988 REGISTERED DATE: 04/11/1988 PLAN UPDATED BY REGISTRAR IN AN661031Q 16/04/2024	



EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE & SEWERAGE	1.83	LP20094	LOTS ON LP20094	LOTS 3, 4 & CP

PLAN OF STRATA SUBDIVISION

SP029893R

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 6 ARE TWO STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 6 IS TEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS IS TWO METRES BELOW THAT PART OF THE SITE.

NO LOT IS AN ACCESSORY LOT.

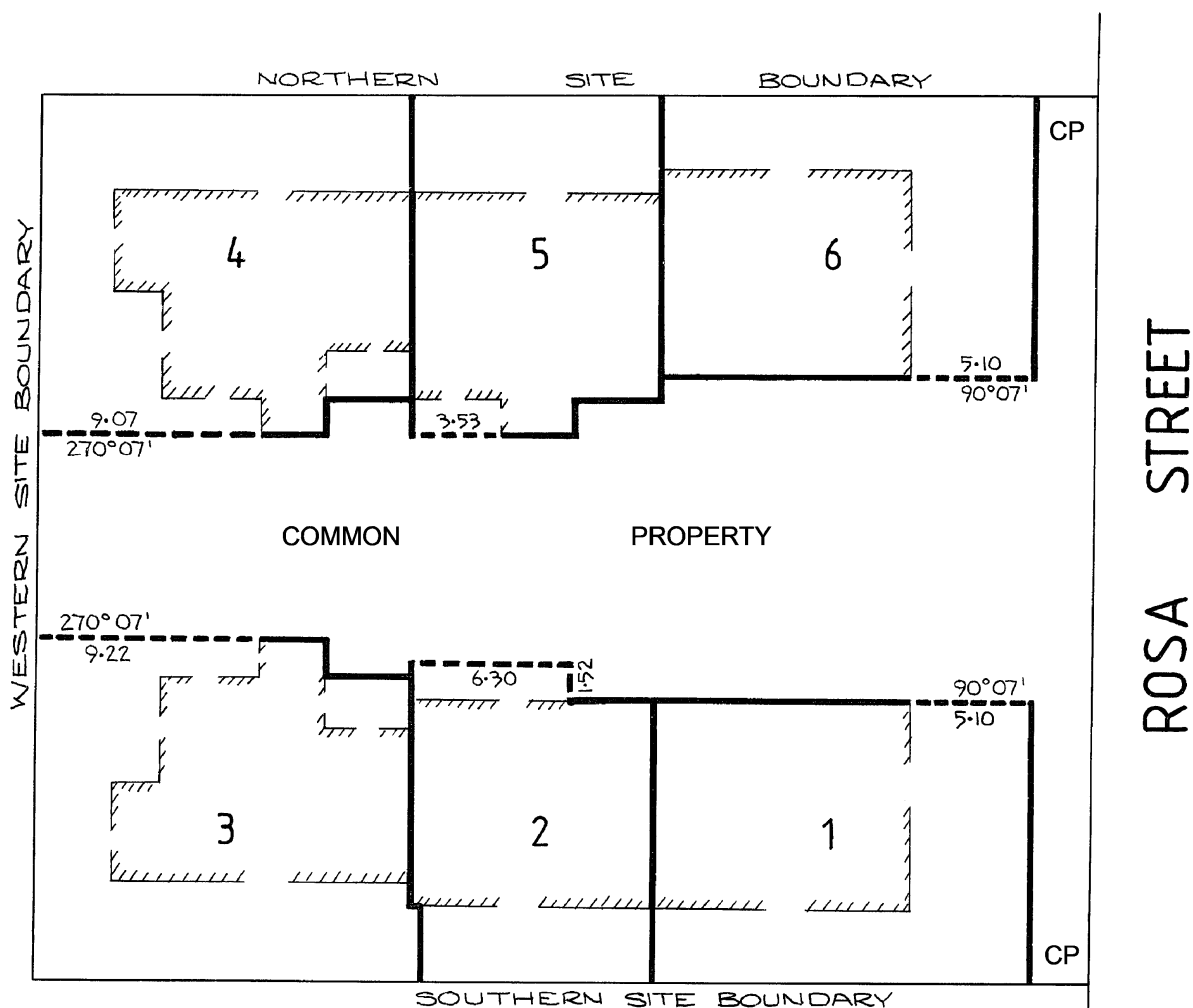
COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES



2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

SP029893R

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

[illegible]



Department of Transport and Planning

Owners Corporation Search Report

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**OWNERS CORPORATION
PLAN NO. SP029893R**

The land in SP029893R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 6.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AL269955Q 04/08/2014

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:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

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



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. SP029893R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	600.00	600.00

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.



MR ALANN CHIEN
C/- BOON KOH
SUITE 9 795 GLENFERRIE ROAD
HAWTHORN VIC 3122

Our reference: 7166985603082

Phone: **13 28 66**

4 February 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ALANN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411181213646
Vendor name	ALANN CHIEN
Clearance Certificate Period	4 February 2026 to 4 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.