Sargeants Bayside

KIM REED CONVEYANCER

CONVEYANCING & PROPERTY TRANSFER SPECIALISTS

Kim Reed - Licensed Conveyancer
Licence No. 00355L
ABN 42 834 366 731

CONTRACT OF SALE

WE HOLD INSURANCE THAT COVERS US AGAINST CIVIL LIABILITY IN CONNECTION WITH CONVEYANCING WORK IN AN AMOUNT NOT LESS THAN $1,000,000

Conveyancing throughout Victoria

CONTRACT OF SALE OF REAL ESTATE - PARTICULARS OF SALE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008 filled up by the Vendor and/or the Vendor's Estate Agent named herein

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

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

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

SIGNING OF THIS CONTRACT

The authority of a person signing:
under power of attorney; or
as director of a corporation; or
as agent authorised in writing by one of the parties
must be noted beneath the signature.
Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of this contract comprising:

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

SIGNED BY THE PURCHASER .... on........./......./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 if none specified)

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

print name of person signing:
....
State nature of authority if applicable
(e.g. "director", "attorney under power of attorney") ....

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

IMPORTANT NOTE TO PURCHASERS

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

EXCEPTIONS – The 3-day cooling-off period does not apply if-

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

PARTICULARS OF SALE

REAL ESTATE AGENT:	Everywhere Real Estate Level 5, 260 La Trobe Street Melbourne VIC 3000 Tel: 03 9526 8103
VENDOR:	Georgette Yousef
VENDORS CONVEYANCER:	SARGEANTS – BAYSIDE CONVEYANCING **Kim Reed** & **Brooke Downie** Conveyancing and Property Transfer Specialists 32 East Concourse, BEAUMARIS 3193 Tel: 9589 6988 Email: info@sargeantsbayside.com.au
PURCHASERS:	
PURCHASERS REPRESENTATIVE:	
STREET ADDRESS:	**211/90 White Street, Mordialloc VIC 3195**
LAND BEING SOLD:	The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Certificate of Title VOLUME **11624** FOLIO **322**
GOODS:	All fixed floor coverings, existing window furnishings and electric light fittings.

PRICE $

DEPOSIT $

BALANCE $

PAYMENT OF BALANCE is due on the ………………………../………………………../202 being the **SETTLEMENT DATE** or earlier by mutual agreement and is the date upon which vacant possession of the Land and Goods shall be given, namely upon acceptance of Title and payment of the whole of the purchase price.

*If the vendor **is** required to collect GST and the price above does **not** include GST you must write the words "**plus GST**" in the appropriate box headed GST on the following page If the purchaser is **not** entitled to vacant possession of the land being sold you must write the words "**subject to lease**" in the appropriate box headed **Encumbrances** on the following page and particulars of any lease must be included.*

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

GST (refer to general condition 13)

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

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

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

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

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

in which case refer to general condition 1.1. If '**subject to lease**' then particulars of the lease are:

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

and refer to general condition 23 and add any further provisions by way of special conditions

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

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

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

Special conditions

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

Lender:
Loan Amount:
Approval date:

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: X No ☐ Yes

(if yes, vendor must provide further details)

If further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 14 days before the due date for settlement.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the details above for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

* if yes, the GST inclusive market value of non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

GENERAL RULES FOR CONDUCT OF PUBLIC AUCTIONS

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

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

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.)

Special condition 1 – Acceptance of title

General condition 12.4 is added:

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

***Special condition 1B – Foreign resident capital gains withholding**

*Thisspecialconditionappliestocontractsenteredintoonorafter1July2016.

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

1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.

1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (“the amount”) because one or more of the vendors is a foreign resident, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

1B.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.

1B.5 The purchaser must:

(a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and

(b) ensure that the representative does so.

1B.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:

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

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

1B.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.

1B.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.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

2. ELECTRONIC CONVEYANCING

EC

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

2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law.*

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

2.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law,*
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law,* and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law.*

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

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

2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

2.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

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

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

3. IDENTITY OF THE LAND SOLD

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

4. PLANNING

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

5. BUILDINGS AND GOODS

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

6. SOLAR PANELS

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

7. RESTRICTIONS

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

8. WARRANTIES AND EXCLUSIONS

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

9. MARKETING MATERIAL

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

10. INTEREST AND COSTS PAYABLE ON DEFAULT

10.1 If the purchaser defaults in payment of any money under this Contract then interest at the rate of sixteen percent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of $550-00 (inclusive of GST) together with a further sum of $550-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

10.2 The Purchaser acknowledges and agrees that:
10.2.1 if the Purchaser is in breach of this Contract by not completing this Contract on the Settlement Date; and
10.2.2 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 ("Settlement Year"); then
10.2.3 the Purchaser's breach will result in an increase in the amount of the Vendor's land tax assessment for the year following the Settlement Year as a result of the Property continuing to be included in the Vendor's total landholdings in Victoria; and
10.2.4 the additional tax on proportional basis, which the Vendor will incur in accordance with this Special Condition ("Additional 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.
10.3 If Special Condition 10.2 applies, then, on the Settlement Date, the Purchaser must in addition to the Balance payable to the Vendor under this Contract pay to the Vendor the Additional Land Tax.

11. GOODS

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies.

12. PURCHASER RESIDENT OF OR ENTITLED TO PURCHASE LAND IN AUSTRALIA

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

13. GST

If the purchaser is required to pay GST, then the GST and all other money as set out below, shall be deemed to be part of the purchase price and the vendor shall retain an equitable interest in the land hereby sold until all GST, interest, penalties, costs and all other money due to the vendor under any written or oral agreement has been paid in full.

14. MERGER

All terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, which remain to be performed on the part of the purchaser or are capable of having effect on the part of the purchaser after the final settlement, shall remain in full force and effect notwithstanding the settlement and all those provisions shall not merge in the Transfer of Land instrument or registration. However, all terms and conditions whatsoever as set out in these Special Conditions and the General Conditions in the contract, to be performed on the part of the vendor and all other rights whatsoever and howsoever arising either in law or in equity that may have inured to the purchaser in law or in equity, shall cease to have any effect whatsoever and shall merge absolutely in the Transfer of Land instrument or registration.

15. STAMP DUTY

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

16. STAMP DUTY - MORE THAN ONE PURCHASER

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

Name:	...........%
Name:	...........%
Name:	...........%
Total	100%

(b) If the proportions recorded in the Transfer of Land differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional Stamp Duty which may be assessed as a result of the variation.

(c) The purchasers shall fully indemnify the vendor, the vendor's agent and the vendor's conveyancer or representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the contract or any other matter whatsoever.

(d) This Special Condition shall not merge on completion of this contract.

17. STATE REVENUE OFFICE DUTIES FORM

Upon the purchaser confirming that all special conditions benefitting the purchaser have been met:-

(a) the vendor will prepare the electronic document required for the assessment within the State Revenue Office Duties On Line (DOL) system and provide the purchaser with the DOL document ID number.

(b) the electronic Duties on Line document must be finalized by the purchaser to a stage where it is ready for signature by the purchaser not less than fourteen (14) days prior to the settlement date in the contract or such other settlement date as may be agreed between the parties.(Settlement Date)

Should the purchaser fail to finalize the electronic Duties On Line document at least fourteen (14) days prior to the Settlement Date in the contract or the purchaser changes the electronic Duties on Line document creating a need for the vendor to resign the electronic Duties On Line document, the vendor will not be required to settle the matter prior to the expiration of fourteen (14) days after the vendor resigns the electronic Duties On Line document.

18. ACCEPTANCE OF TITLE

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

19. DEPOSIT BOND OR BANK GUARANTEE

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

20. NON PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

21. ADJUSTMENTS

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

22. AMENDMENT AND INTERPRETATION OF THE GENERAL CONDITIONS

The following General Conditions shall not apply to this contract –24.4, 24.5, 24.6

The following General Conditions are amended as follows:-

26. Delete "2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983"** and insert "16%"

General Condition 15 does not apply to any Land Tax where the property is less than $10,000,000.

23. ELECTRONIC SIGNATURE

23.1 In this special condition "electronic signature" means a digital signature or a visual representative 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.

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

23.3 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 indicated that the party intends to be bound by the electronic signature.

23.4 The Contract may be electronically signed in any number or counterparts which together with constitute the one document.

23.5 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.

23.6 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.

24. AUSTRALIAN CONSUMER LAW

The Vendor and the Purchaser agree that this contract is not a standard form contract within the meaning of the Australian Consumer Law.

The purchaser acknowledges and agrees that before signing this Contract the Purchaser has:-

24.1 Obtained or has been given the opportunity to obtain independent advice considered relevant to the Purchaser; and

24.2 Negotiated or has had the opportunity to negotiate the terms of the Contract; and

24.3 The rights given to the Vendor under this Contract are reasonably necessary to protect the legitimate interests of the Vendor.

Wherein appearing the singular shall include the plural, the male gender shall include the female gender or a body corporate.

25. POOL and SPA COMPLIANCE

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

26. CONTRACT VARIATION

The Purchaser acknowledges and agrees that the Vendor will incur additional legal fees as a result of the Purchaser requesting variations to the Contract. The purchaser agrees to pay the sum of $99.00 to the Vendors Representative, in addition to any amounts due to the Vendor, for each separate request for an extension of the date for loan approval, or the date for settlement and any other variations to the Contract and such sum shall be allowed by the Purchaser at settlement.

27. OFFICE CLOSURE AND CHRISTMAS PERIOD

The due date for settlement stipulated in the Particulars of Sale must not be on Monday 3rd November 2025. In the event that the date of Monday 3rd November 2025 is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be Wednesday 5th November 2025.

The due date for settlement stipulated in the Particulars of Sale must not be between 22 December 2025 and 07 January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement, then this special condition shall prevail and the settlement date will be 12 January 2026.

28. OWNERS CORPORATION AGM

The purchaser acknowledges they should contact the Owners Corporation Manager and make their own enquiries as to the details of the AGM so that they are aware of any future liabilities, including levies and/or works to be undertaken.

The Purchaser cannot delay settlement and shall not be entitled to make any requisition or objection, or claim any compensation, or seek any contributions towards any costs, fees or contributions from the Vendor as a result of any matters raised at the AGM or information provided in the Minutes from the AGM.

The Purchaser acknowledges having verified the information contained in the Owners Corporation Certificate and its enclosures and shall not make any requisition nor claim any compensation from the Vendor in respect of any matters contained in the Owners Corporation Certificate and/or its enclosures.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

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

1.3 In this general condition 'Section 32 Statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of part II of that Act.

2. Vendor warranties

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

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

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

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

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

5. Consents

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

6. Transfer

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

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives—

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6. the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property —

(a) that –

(i)the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)** , not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –

(a)the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

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

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

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

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

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

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed undergeneral condition 7.12, the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

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

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

8. Builder warranty insurance

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

9. General law land

9.1 This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

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

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

MONEY

10. Settlement

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. Payment

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;

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

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

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

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

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

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

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

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

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

13. GST

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

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

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

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

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

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

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

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

13.8 In this general condition:

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

(b) 'GST' includes penalties and interest.

14. Loan

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

15. Adjustments

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

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

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

17. Service

17.1 Any document sent by

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b)email is taken to have been served at the time of receipt within the meaning of Section 13A of the **Electronic Transactions (Victoria) Act 2000.**

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer -

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

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

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

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

DEFAULT

26. Interest

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

27. Default notice

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of notice being given

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE

I/We

of

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

AS WITNESS our hands and seals the day of 202

SIGNED SEALED AND DELIVERED

by the Guarantors ………………………………………………………

....

in the presence of:

Witness ....

Sargeants Bayside
KIM REED CONVEYANCER
CONVEYANCING & PROPERTY TRANSFER SPECIALISTS

Kim Reed - Licensed Conveyancer
Licence No. 00355L
ABN 42 834 366 731

VENDOR STATEMENT

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

SARGEANTS BAYSIDE CONVEYANCING

Phone: 9589 6988
ALL MAIL TO: 32 East Concourse Beaumaris 3193.
Our Ref: 18172
This firm holds professional indemnity insurance against civil liability

SECTION 32 STATEMENT

PARTICULARS OF SALE

VENDOR: **Georgette Yousef**
STREET ADDRESS **211/90 White Street, Mordialloc VIC 3195**
LAND BEING SOLD The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title
VOLUME 11624 FOLIO 322

IMPORTANT NOTICES TO PURCHASER

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

FINANCIAL MATTERS

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

(a) Their total does not exceed **$6,500**
(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the above amount.
(c) Particulars of any charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under that charge are as follows:- **NOT APPLICABLE**

COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024 (Vic) (CIPT Act)

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 **120**
The Entry Date of the land was: **NOT APPLICABLE**

INSURANCE

Damage or Destruction
The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.
Owner Builder
Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence. **NOT APPLICABLE**

LAND USE - RESTRICTIONS

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

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

Particulars of any existing failure to comply with the terms of any Easement, Covenant, Lease or other similar restriction are :- **NONE TO THE VENDORS KNOWLEDGE**

However please note that underground electricity cables, water and gas pipes, sewers or drains may be laid outside registered easements.

ROAD ACCESS
There is access to the property by road

BUSHFIRE - PRONE AREA
(1) The property is in a bushfire prone area within the meaning of the Regulations made under the *Building Act 1993* unless the attached Bushfire Prone Area Report states otherwise.
(2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

FLOOD PRONE AREA
The property is in a flood prone area unless there is a Building regulations Certificate 2006 or other certificate herein that specifically states otherwise.

TERMITE INFESTED AREA
The property is in a termite infested area unless there is a Building regulations Certificate 2006 or other certificate herein that specifically states otherwise. However it is recommended that you make your own investigations as to whether protective measures are to be provided as termite and other pest infestation can occur at any time.

PLANNING AND ROAD ACCESS - Information concerning any planning instrument -
(a) Name of planning scheme is : **REFER TO ATTACHED CERTIFICATE**
(b) The name of the responsible authority is: **REFER TO ATTACHED CERTIFICATE**
(c) The zoning of the land is: **REFER TO ATTACHED CERTIFICATE**
(d) The name of any planning overlay affecting the land: **REFER TO ATTACHED CERTIFICATE**

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

NOTICES - Particulars of any notice, order, declaration, report, recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge.
(a) Any notice affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property
(b) Any Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)
(c) Agricultural chemicals
Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock desease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992
(d) Particulars of any mining licence granted under the Mineral Resources Development Act 1990
(e) Compulsory acquisition
Particulars of any notice of intention to acquire served pursuant to Section 6 of *the Land Acquisition and Compensation Act* 1986.
(f) Notice issued by the Environment Protection Authority
(g) Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

NONE TO THE VENDORS KNOWLEDGE save as disclosed herein or in any Owners Corporation Certificate.
The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.
Particulars of any Mining Licences affecting the land are as follows :- **NOT APPLICABLE**

BUILDING APPROVALS
Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land).
NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

OWNERS CORPORATION
If the land is in a subdivision that has common property and there is thereby an owners corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant or available) is a copy of :
(a) A current Owners Corporation Certificate issued in respect of the land being sold;
(b) The Owners Corporation Rules;
(c) The Minutes of the most recent annual general meeting of the Owners Corporation and all resolutions made at that meeting;
(d) The most recent accounts and balance sheet of the Owners Corporation and
(e) A Statement of advice and information for prospective purchasers and lot owners.
NOTE - Not all Owners Corporations carry out all functions so therefore some documents may not be in existence.

GROWTH AREA INFRASTRUCTURE CONTRIBUTION
NOT APPLICABLE

SERVICES - Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE CONNECTED
Electricity supply / Gas supply / Water supply / Sewerage / Telephone services

THE FOLLOWING SERVICES ARE NOT CONNECTED
None

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

TITLE
Attached are copies of the following documents:
Registered Title
A Register Search Statement
The document or part of the document referred to as the "diagram location" in that statement which identifies the land and its location.
Evidence of the vendor's right or power to sell
(where the vendor is not the registered proprietor/the owner in fee simple)

SUBDIVISION
NOT APPLICABLE

DISCLOSURE OF ENERGY EFFICIENCY INFORMATION
NOT APPLICABLE

DATE OF THIS STATEMENT 202

Signature of Vendor ....

I agree that this Section 32 Statement and the documents herewith (including the Register Search Statement) must be updated at the expiration of six calendar months from the date of the Register Search Statement herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been retained to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, Landslip, mining, flooding, fill, latent defects, bushfire attack or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold. I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, Titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, Titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 1996 as amended and/or any other Act or regulation. (g) Any Land Tax, surcharge, penalty or other tax which is imposed on any land owned by the Vendor as a result of the settlement not taking place before the 31st December in the current year when the due date in the contract is before the 31st December in the current year and where the settlement is delayed as a result of the default of the purchaser until after the 31st December in the current year and the purchaser herey grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax, surcharge, penalties or other tax and all costs associated therewith.

INSURANCE

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

PURCHASER'S ACKNOWLEDEGMENTS

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

DATE OF ACKNOWLEDGMENT 202

Signature of Purchaser ....

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ("the contract") for the payment of the residue as defined in the contract ("the due date") or any other date for the payment of the residue, which date shall be deemed to be the due date, as a result of the alteration of the due date as specified in the contract, the vendor will or may suffer the following **reasonably foreseeable losses** and expenses which the purchaser shall be required to pay to the vendor in addition to any interest payable in accordance with the terms of the contract.

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

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

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

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

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

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

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

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

VOLUME 11624 FOLIO 322 Security no : 124127472554E
Produced 26/08/2025 10:48 AM

LAND DESCRIPTION

Lot 33 on Plan of Subdivision 539940T.
PARENT TITLE Volume 11350 Folio 902
Created by instrument PS539940T/D2 22/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GEORGETTE YOUSEF of 8 BOULEVARD WALK DOWNTOWN DUBIA UNITED ARAB EMIRATES
AM489011P 19/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS539940T 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: APARTMENT 211 LEVEL 2 90 WHITE STREET MORDIALLOC VIC 3195

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS539940T

DOCUMENT END

PLAN UNDER SECTION 32A OF THE SUBDIVISION ACT 1988

STAGE NO	LR USE ONLY	PLAN NUMBER
——	EDITION 3	PS 539940T

LOCATION OF LAND

PARISH	MORDIALLOC
COUNTY	BOURKE
SECTION	-
CROWN ALLOTMENT	17 (PART)
CROWN PORTION	-
LAST PLAN REF	LP 3927 (RP 15172, LOTS 1, 2)
TITLE REFERENCE	VOL.9385 FOL.546 VOL.9385 FOL.545 VOL.10853 FOL.658
POSTAL ADDRESS	88 & 90 WHITE STREET MORDIALLOC
AMG CO-ORDINATES OF APPROX. CENTRE OF LAND IN PLAN	E 332 805 N 5 792 265 ZONE 55

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME KINGSTON CITY COUNCIL REF KS 82/05

(1) THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.

~~(2) THIS PLAN IS CERTIFIED UNDER SEC. 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~

(3) THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988

OPEN SPACE

(A) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS NOT BEEN MADE

~~(B) THE REQUIREMENT HAS BEEN SATISFIED~~

~~(C) THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

COUNCIL DELEGATE
~~COUNCIL SEAL~~
SURVEYOR'S PLAN VERSION
DATE 11/7/05

RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988
COUNCIL DELEGATE
COUNCIL SEAL
SURVEYOR'S PLAN VERSION
DATE / /

NOTATIONS

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

LOTS 1 AND 2 DO NOT EXIST ON THIS PLAN.

All internal columns, service ducts, pipe shafts and cable ducts, service installations within the building are deemed to be part of Common Property No 1. The positions of these columns, service ducts, pipe shafts and cable ducts, services installations may not have been shown on the diagrams contained herein.

DEPTH LIMITATION: DOES NOT APPLY

Boundaries defined by buildings are shown by thick continuous lines.
Location of boundaries defined by buildings:
Face of wall, floor, ceiling, door, balustrade: All boundaries UNLESS otherwise noted.
Median: Boundaries marked by "M"
Exterior Face: Boundaries marked by "E"

Common Property No. 1 is all the land in the plan except the lots and includes the structure of any wall, floor, ceiling, window, door, balustrade which define boundaries UNLESS marked "M" or "E".

SURVEY THIS PLAN IS/IS ~~NOT~~ BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) PSM
IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

LEGEND A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF

LR USE ONLY
STATEMENT OF COMPLIANCE
EXEMPTION STATEMENT
RECEIVED ☑
DATE 28/6/07

LR USE ONLY
PLAN REGISTERED
TIME 2:53 pm
DATE 5/7/07
ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 6 SHEETS

CHRIS RUNTING & ASSOCIATES PTY LTD
LAND SURVEYORS
TOWN PLANNERS
DEVELOPMENT CONSULTANTS
Level 1
255 Whitehorse Road
Balwyn Vic 3103
Tel 9830 2484
Fax 9830 2695

LICENSED SURVEYOR CHRISTOPHER IAN RUNTING
SIGNATURE .... DATE / /
REF 2319PS1 VERSION 1 (16.03.05)

DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PS 539940T

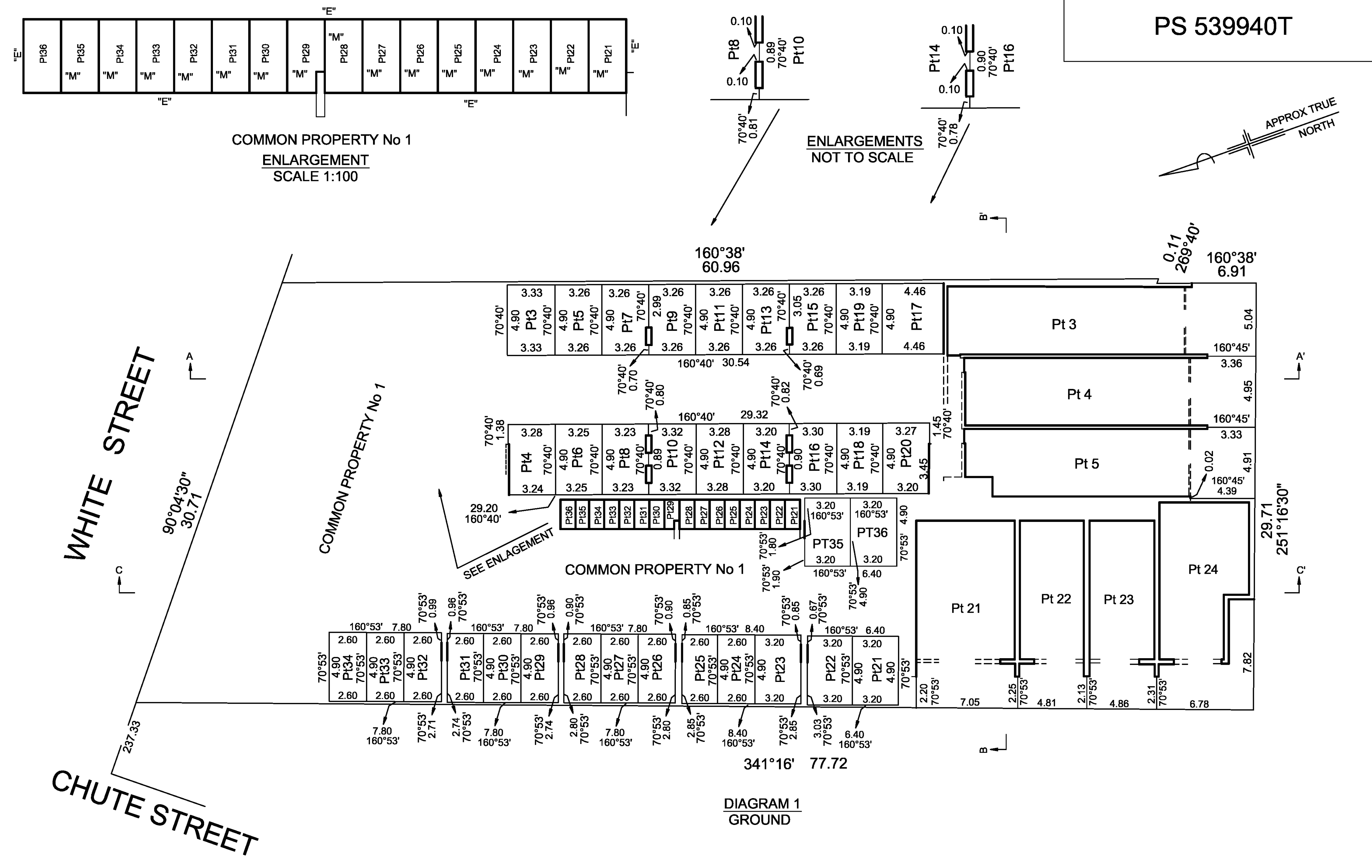


DIAGRAM 1
GROUND

NACHA MOORE Land Surveyors P/L
Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Email: tnacha@bigpond.net.au

SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
TREVOR NACHA LS / VERSION 3			

PS 539940T

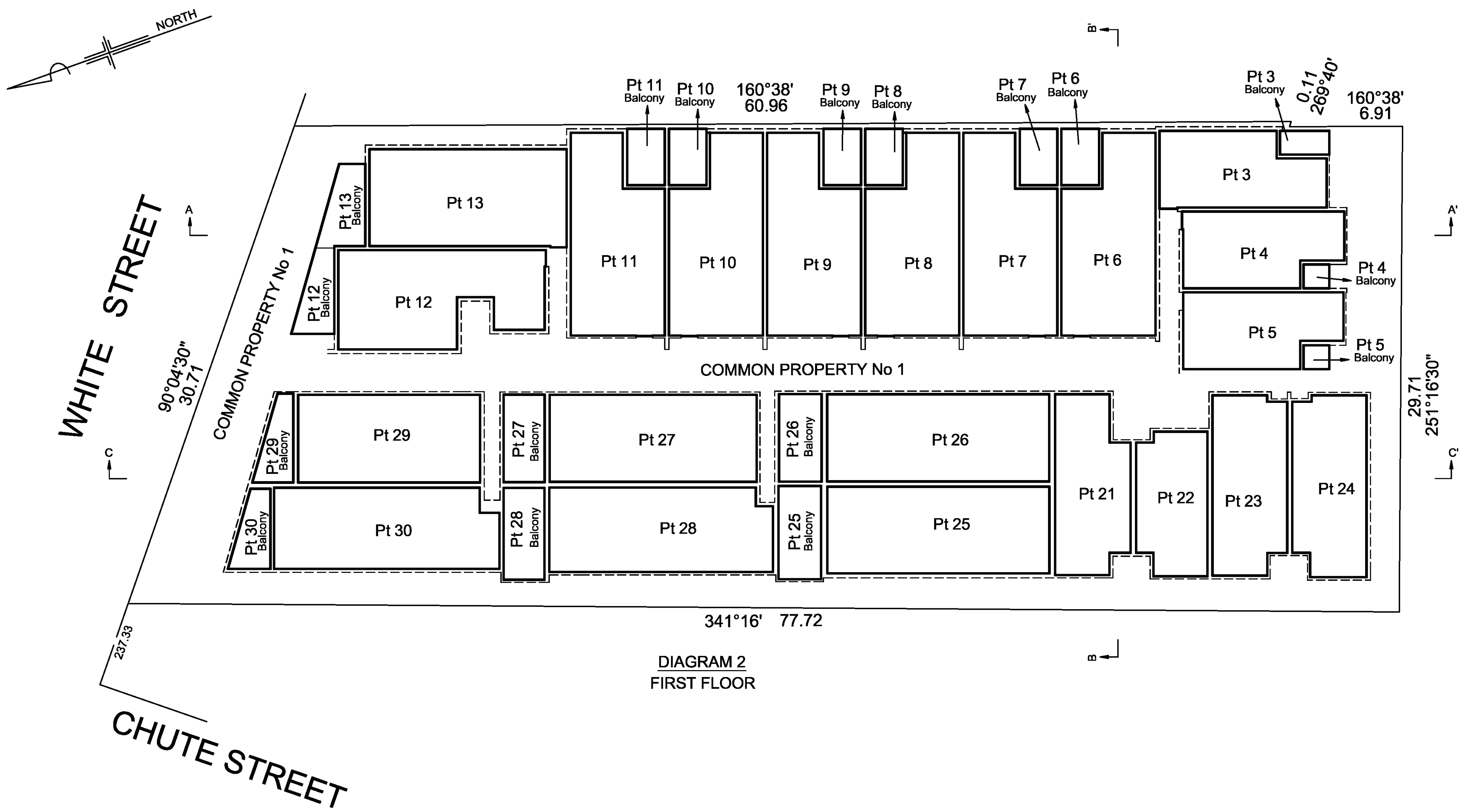


DIAGRAM 2
FIRST FLOOR

NACHA MOORE Land Surveyors P/L
Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Email: tnacha@bigpond.net.au

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
TREVOR NACHA LS / VERSION 3			

PS 539940T

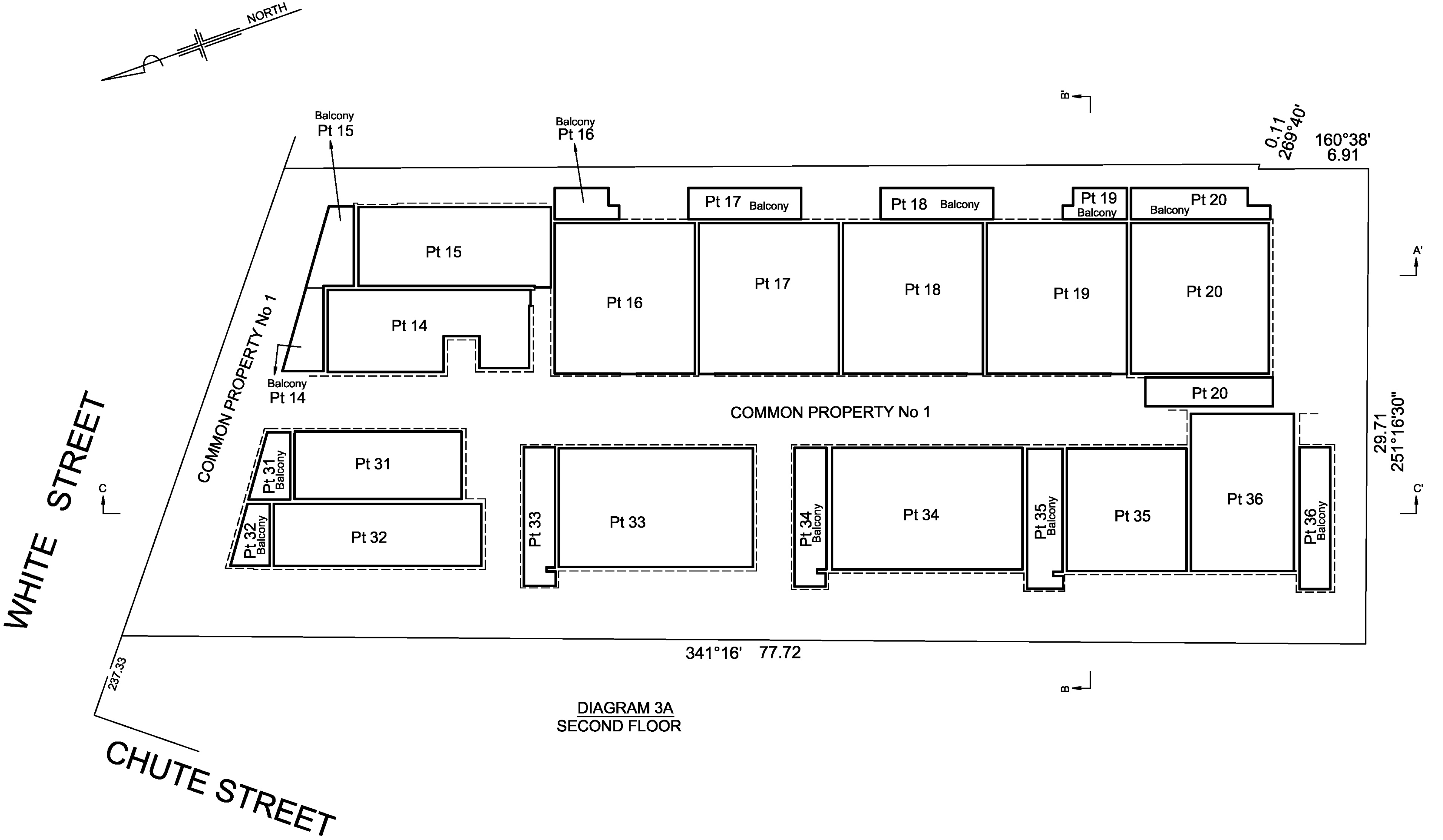
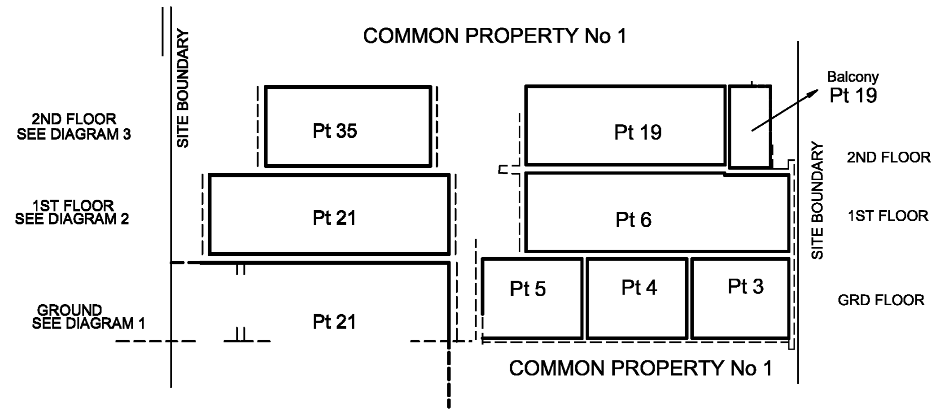


DIAGRAM 3A
SECOND FLOOR

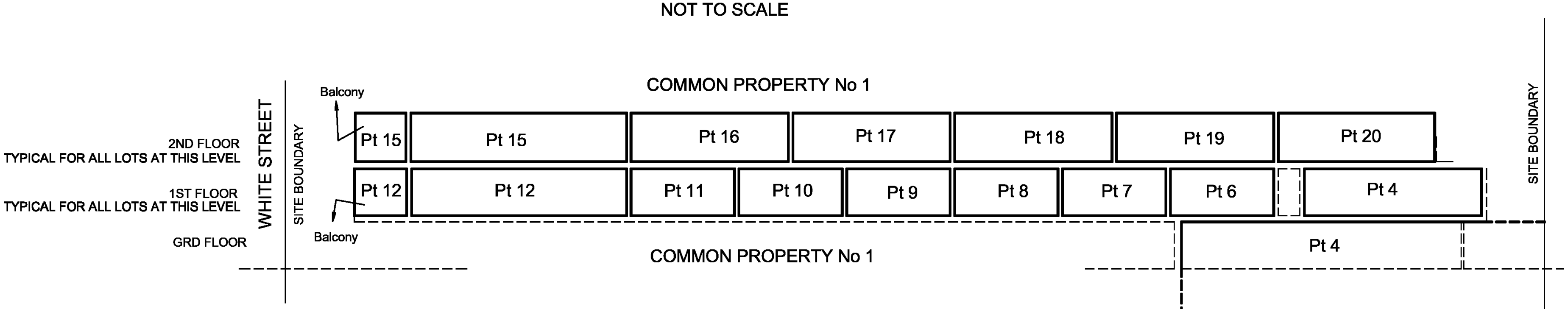
NACHA MOORE Land Surveyors P/L
Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Email: tnacha@bigpond.net.au

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
TREVOR NACHA LS / VERSION 3			

PS 539940T



SECTION B - B'
NOT TO SCALE

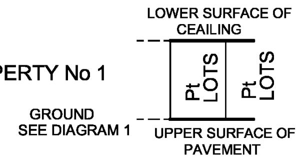


SECTION A - A'
NOT TO SCALE

NACHA MOORE Land Surveyors P/L
Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Email: tnacha@bigpond.net.au

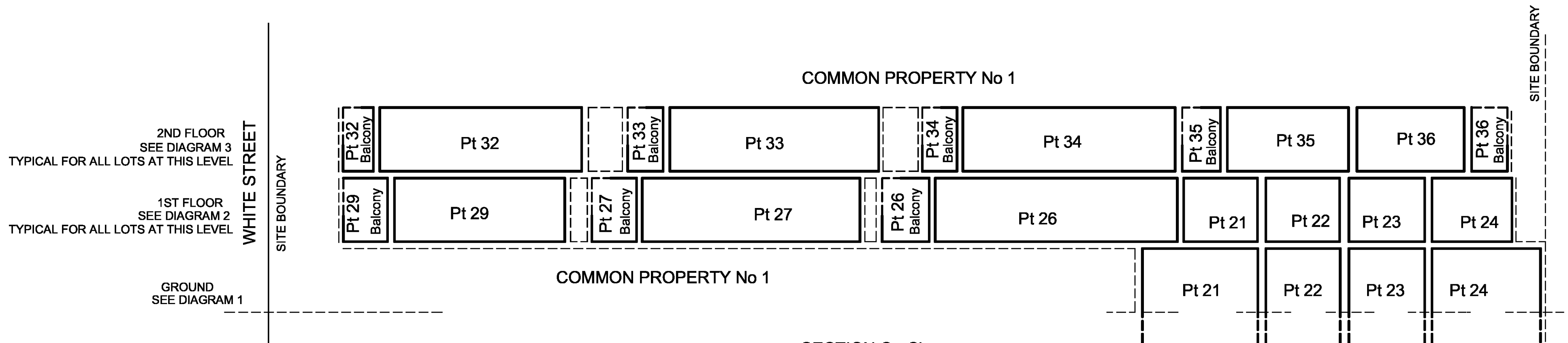
SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
TREVOR NACHA LS / VERSION			

PS 539940T



TYPICAL SECTION

STORAGE SPACE & CAR SPACE
NOT TO SCALE



SECTION C - C'
NOT TO SCALE

NACHA MOORE Land Surveyors P/L
Licensed Surveyors
& Development Consultants
226 Mitcham Road
MITCHAM, Vic. 3132
Phone (03) 9872 5512 Email: tnacha@bigpond.net.au

SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6
TREVOR NACHA LS / VERSION			

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS539940T

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOTS 1A & 2A	LOTS 3 TO 20 AND COMMON PROPERTY NO 1.	AMENDMENT SECTION 32	PS539940T/D1	9/5/12	2	A.R.T.
LOT A	LOTS 21 TO 36 & ADDITIONAL COMMON PROPERTY NO 1	AMENDMENT SECTION 32	PS539940T/D2	22/12/15	3	IRM

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/08/2025 10:59:28 AM

OWNERS CORPORATION 1
PLAN NO. PS539940T

The land in PS539940T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 3 - 36.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 2 222-225 BEACH ROAD MORDIALLOC VIC 3195

AS427863G 09/08/2019

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. PS539940T 05/07/2007

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 3	175	175
Lot 4	175	175
Lot 5	175	175
Lot 6	90	90
Lot 7	90	90
Lot 8	90	90

Owners Corporation Search Report

Produced: 26/08/2025 10:59:28 AM

OWNERS CORPORATION 1
PLAN NO. PS539940T

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

Land Parcel	Entitlement	Liability
Lot 9	90	90
Lot 10	90	90
Lot 11	90	90
Lot 12	90	90
Lot 13	90	90
Lot 14	90	90
Lot 15	90	90
Lot 16	115	115
Lot 17	115	115
Lot 18	115	115
Lot 19	115	115
Lot 20	115	115
Lot 21	180	180
Lot 22	140	140
Lot 23	140	140
Lot 24	190	190
Lot 25	120	120
Lot 26	120	120
Lot 27	120	120
Lot 28	120	120
Lot 29	120	120
Lot 30	120	120
Lot 31	70	70
Lot 32	80	80
Lot 33	140	140
Lot 34	140	140
Lot 35	100	100
Lot 36	100	100
Total	**4000.00**	**4000.00**

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 26/08/2025 10:59:28 AM

OWNERS CORPORATION 1
PLAN NO. PS539940T

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.

PROPERTY REPORT

Created at 26 August 2025 10:47 AM

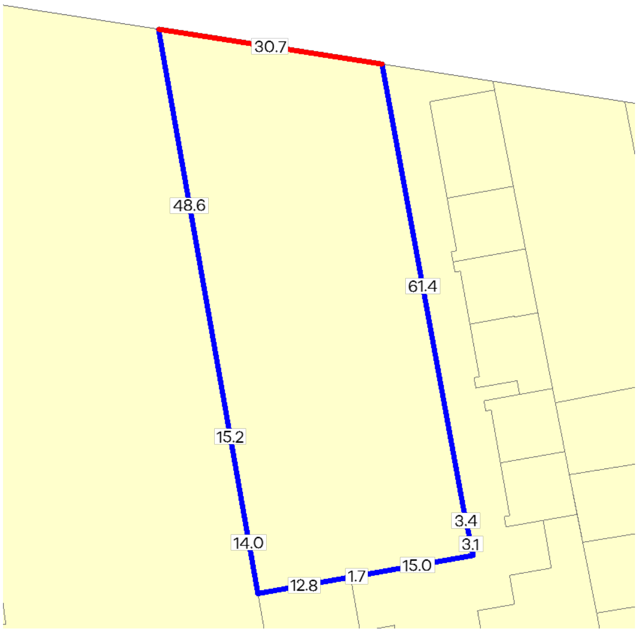
PROPERTY DETAILS

Address:	**211/90 WHITE STREET MORDIALLOC 3195**	
Lot and Plan Number:	**Lot 33 PS539940**	
Standard Parcel Identifier (SPI):	**33\PS539940**	
Local Government Area (Council):	**KINGSTON**	www.kingston.vic.gov.au
Council Property Number:	**521439**	
Directory Reference:	**Melway 87 H11**	

Note: There are 35 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2134 sq. m
Perimeter: 206 m
For this property:
Site boundaries
Road frontages

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

1 overlapping dimension label is not being displayed

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

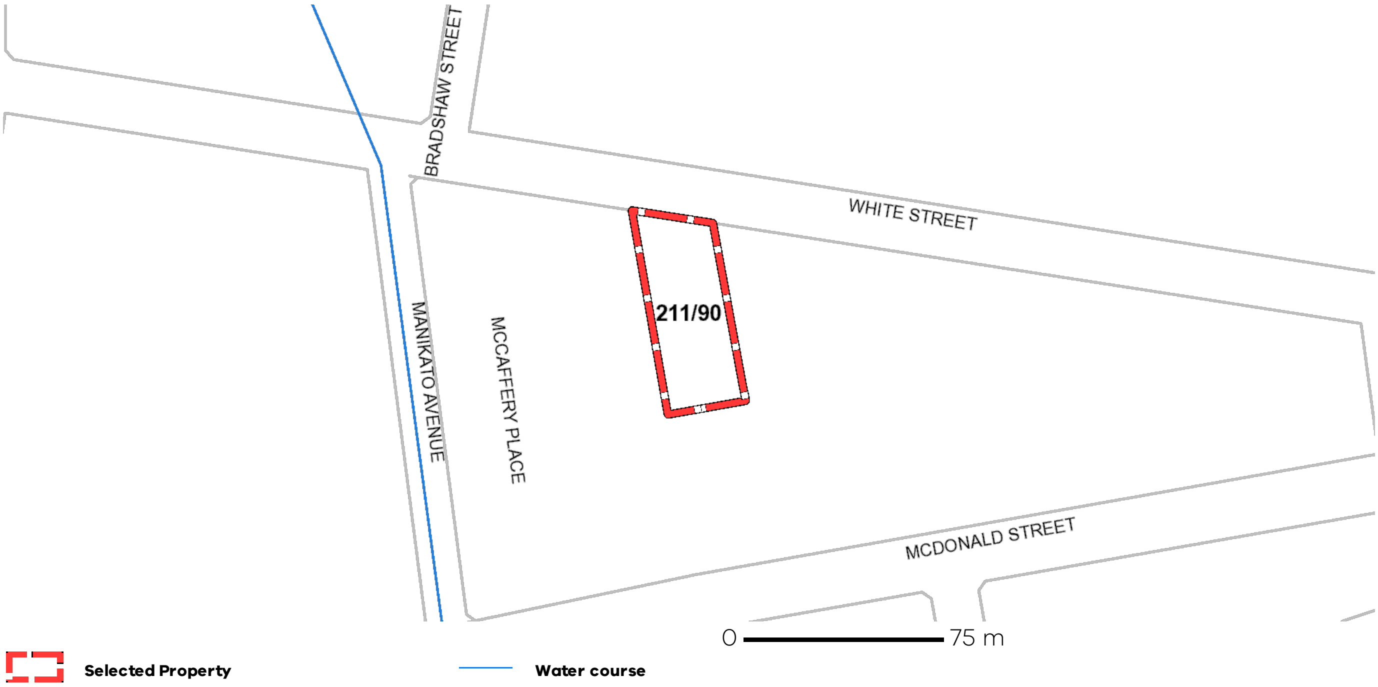
Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 26 August 2025 10:45 AM

PROPERTY DETAILS

Address:	**211/90 WHITE STREET MORDIALLOC 3195**
Lot and Plan Number:	**Lot 33 PS539940**
Standard Parcel Identifier (SPI):	**33\PS539940**
Local Government Area (Council):	**KINGSTON** www.kingston.vic.gov.au
Council Property Number:	**521439**
Planning Scheme:	**Kingston** Planning Scheme - Kingston
Directory Reference:	**Melway 87 H11**

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

MIXED USE ZONE (MUZ)
SCHEDULE TO THE MIXED USE ZONE (MUZ)

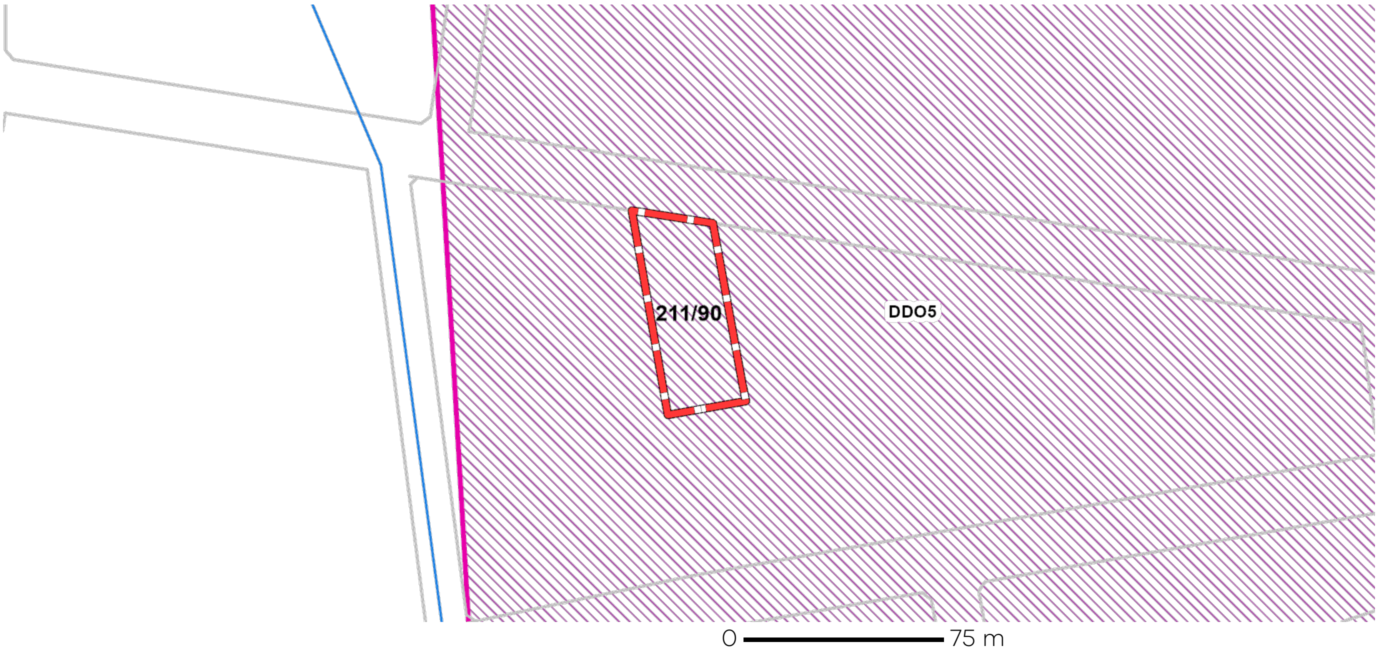
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

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 Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)



DDO - Design and Development Overlay   Water course

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

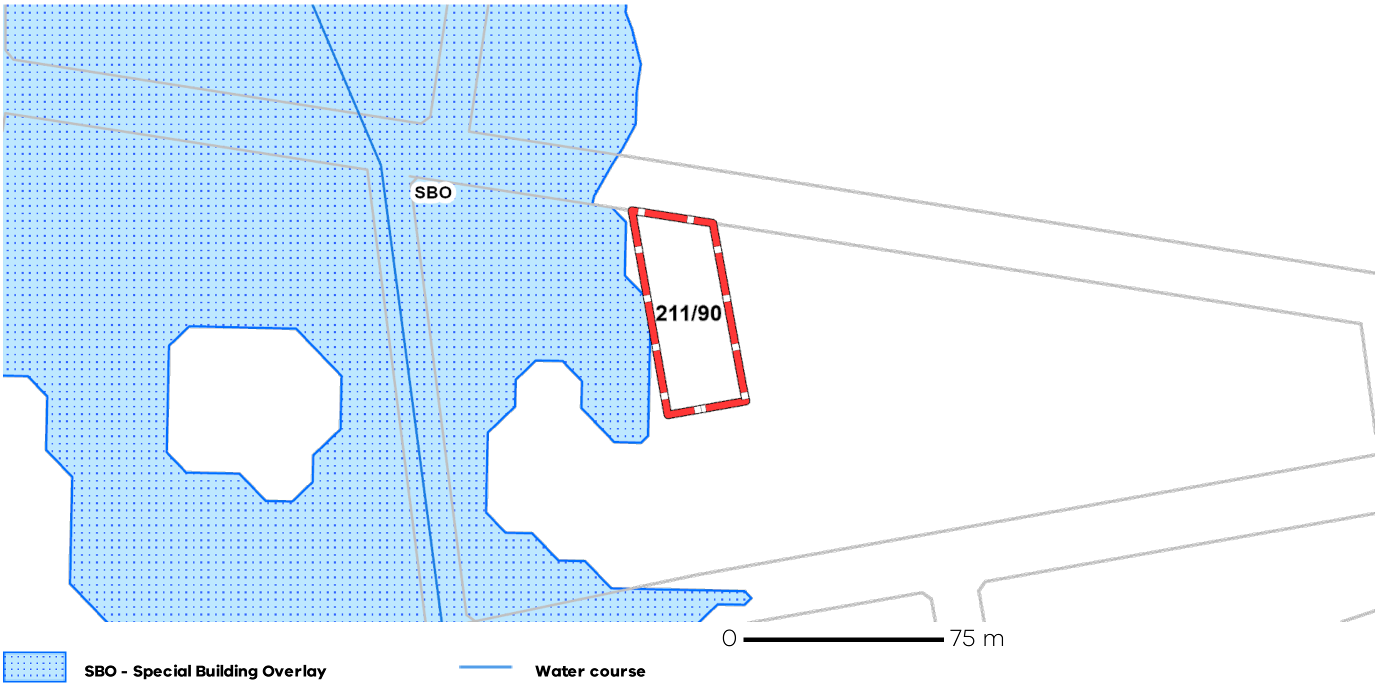
ENVIRONMENTAL AUDIT OVERLAY (EAO)

EAO - Environmental Audit Overlay   Water course

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

Planning Overlays

SPECIAL BUILDING OVERLAY (SBO)
SPECIAL BUILDING OVERLAY SCHEDULE (SBO)

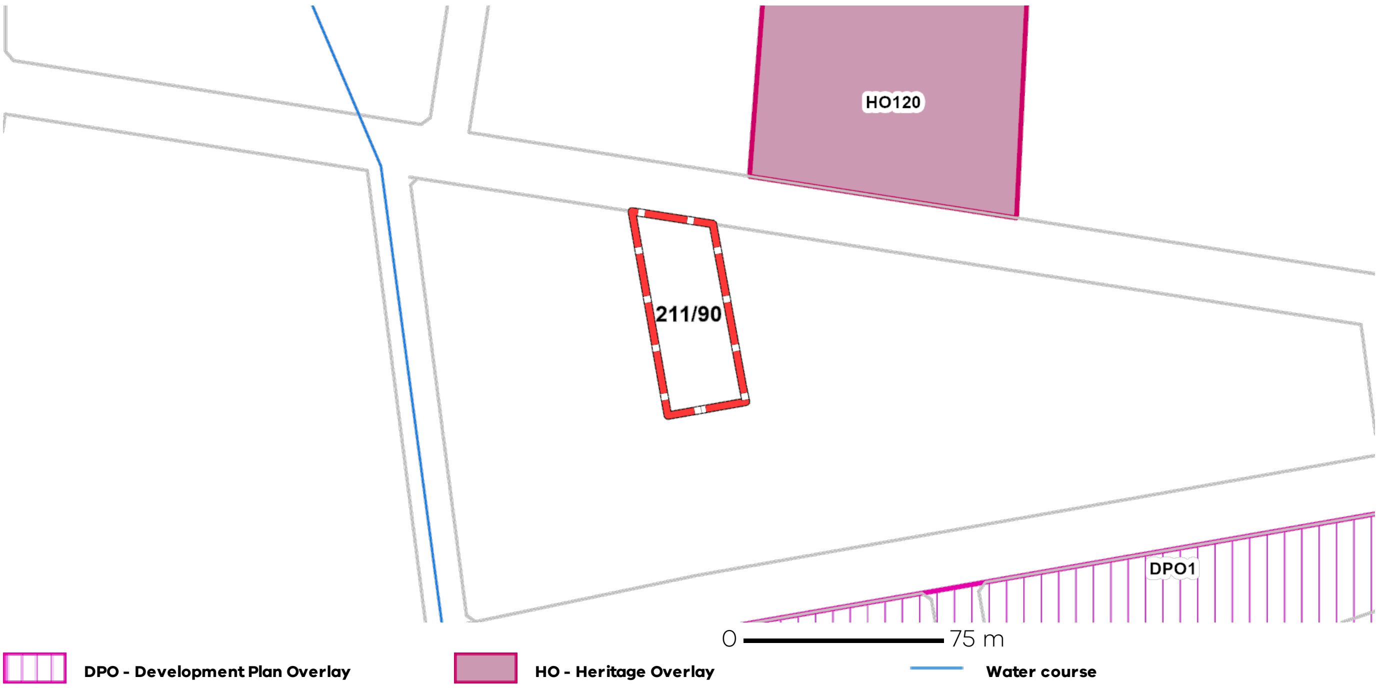


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)
HERITAGE OVERLAY (HO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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

Further Planning Information

Planning scheme data last updated on 22 August 2025.

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

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

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

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

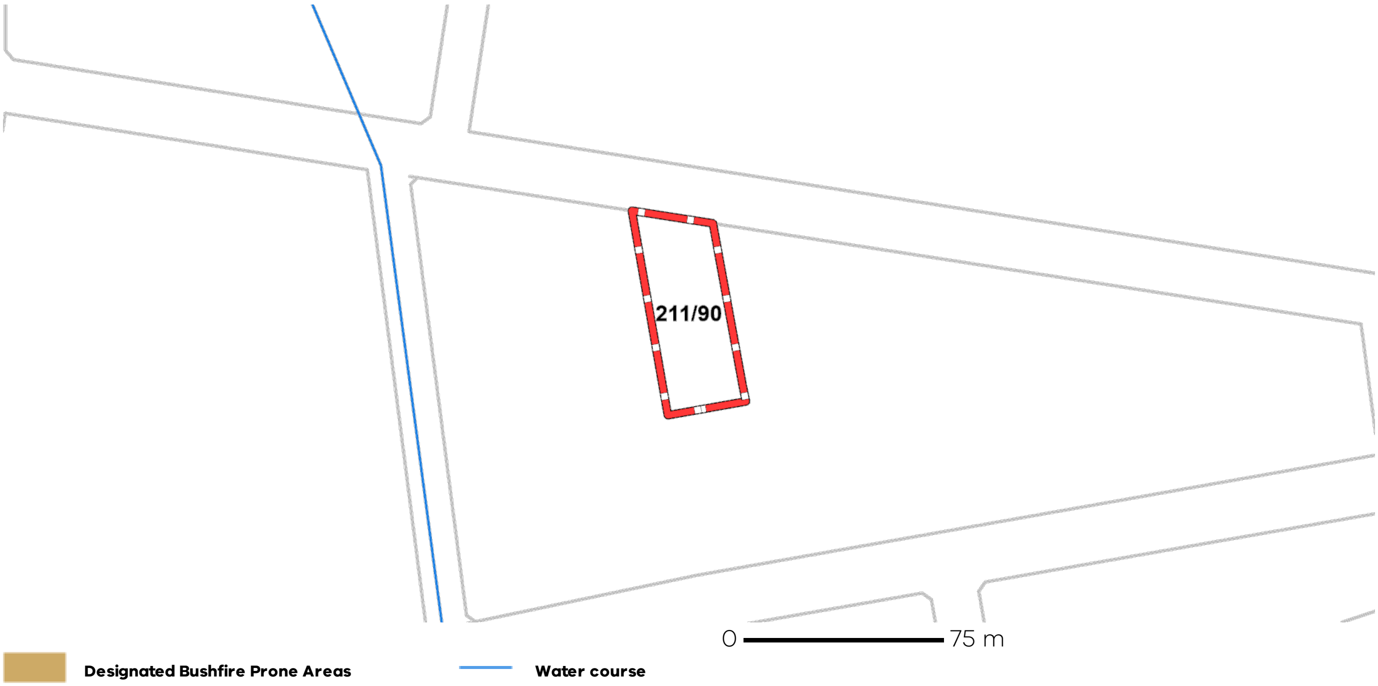
For other information about planning in Victoria visit https://www.planning.vic.gov.au

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 the region 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 Information Management system https://nvim.delwp.vic.gov.au/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

Landchecker GLOBALX

Due Diligence Report

Property Report

Level 2 211/90 White Street, Mordialloc Vic 3195	Created On: August 26th, 2025

DETAILS

LOT/PLAN NUMBER OR CROWN DESCRIPTION Lot. 33 PS539940	SPI (STANDARD PARCEL IDENTIFIER) 33\PS539940
LOCAL GOVERNMENT (COUNCIL) Kingston	COUNCIL PROPERTY NUMBER 521439

LAND SIZE (APPROX) 2134.28m^2	FRONTAGE (APPROX) 30.7m	ORIENTATION South

ZONES MUZ - Mixed Use Zone	OVERLAYS DDO5 - Design And Development Overlay Schedule 5 EAO - Environmental Audit Overlay SBO - Special Building Overlay

STATE ELECTORATES

LEGISLATIVE COUNCIL South-Eastern Metropolitan Region	LEGISLATIVE ASSEMBLY Mordialloc District

SCHOOLS

CLOSEST PRIVATE SCHOOLS St Brigid's School (923m)	CLOSEST PRIVATE SCHOOLS St John Vianney's School (1121m)
CLOSEST PRIMARY SCHOOL Mordialloc Beach Primary School (888m)	CLOSEST SECONDARY SCHOOL Parkdale Secondary College (1178m)

COUNCIL INFORMATION - KINGSTON

PHONE 03 9581 4131 (Kingston)	
WEBSITE http://www.kingston.vic.gov.au/	EMAIL info@kingston.vic.gov.au

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

VC279 The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.

APPROVED 20/08/2025

VC290 The Amendment changes the VPP and 63 planning schemes in Victoria by making Abattoir a section 1 use in the Table of Uses where specified siting, design and amenity conditions are met in clause 35.04 Green Wedge Zone, clause 35.07 Farming Zone and clause 35.08 Rural Activity Zone.

APPROVED 15/08/2025

C228king The amendment replaces the schedules to Clause 45.12 (Specific Controls Overlay) and Clause 72.04 (Incorporated Documents) with new schedules that reference the following incorporated document, 150-170 Old Dandenong Road, Clarinda and 218-224 Clarinda Road, Heatherton, (June 2025).

APPROVED 14/08/2025

VC282 The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.

APPROVED 13/08/2025

VC280 Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.

APPROVED 13/08/2025

GC252 Facilitates the development of around 60,000 new homes within 10 activity centres and their catchments by 2051, consistent with the Planning Policy Framework (PPF) and the housing delivery objectives sought by Victoria's Housing Statement, Plan Melbourne 2017-2050 and the recently released Plan for Victoria.

APPROVED 13/08/2025

C226king Amends the Schedule to Clause 72.01 of the Kingston Planning Scheme to make the Minister for Planning the responsible authority for determining planning permit applications for the former Kingswood Golf Course land at 179-217 Centre Dandenong Road, Dingley Village.

APPROVED 13/08/2025

VC281 Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murron) Act 2017.

APPROVED 13/08/2025

VC276 Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.

APPROVED 01/08/2025

GC244 Amends the extent of the existing Specific Controls Overlay ? Schedule 15 (SCO15) boundary between Dingley Bypass, Clarinda and Bourke Road, Clayton South.

APPROVED 23/07/2025

VC258 The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.

APPROVED 03/07/2025

VC253 Amendment VC253 introduces a new land use term and siting, design and amenity requirements for a small second dwelling into the Victoria Planning Provisions (VPP) and all planning schemes to implement Victorias Housing Statement: The decade ahead 2024-2034 by making it easier to build a small second dwelling.

APPROVED 02/07/2025

VC250 The amendment supports Victorias Gas Substitution Roadmap (Victorian Government, 2022) by prohibiting new gas connections for new dwellings, apartments and residential subdivisions where a planning permit is required.

APPROVED 02/07/2025

VC219 The Amendment changes the VPP and all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protections for nearby accommodation.

APPROVED 02/07/2025

VC247 Amendment VC247 extends planning exemptions under clauses 52.07 (Emergency recovery) and 52.18 (Coronavirus (COVID 19) pandemic and recovery exemptions) and makes corrections to ordinance introduced in VC246 related to Container deposit scheme centres.

APPROVED 02/07/2025

VC269 The amendment makes changes to the VPP and all planning schemes to improve the operation of clause 53.24 Future Homes.

APPROVED 01/07/2025

VC267 Amendment VC267 implements new residential development planning assessment provisions to boost housing construction to meet the housing needs of Victorians.

APPROVED 01/07/2025

VC286 The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.

APPROVED 30/06/2025

C229king Extends the expiry date for local policy at Clause 19.02-6L-01 Open Space and Chain of Parks - Sandbelt until 30 September 2026 to provide additional time for the council to progress implementation of the Kingston Green Wedge Management Plan 2023 into the planning scheme.

APPROVED 29/06/2025

VC275 The amendment introduces a planning exemption for outdoor dining on public land

APPROVED 26/06/2025

GC226 Applies appropriate zone and overlay controls to land following the completion of the Caufield to Dandenong Upgrade Level Crossing Removal Project, to reflect the land ownership, status and as-built conditions of the relevant land parcels.

APPROVED 24/06/2025

PROPOSED PLANNING SCHEME AMENDMENTS

No Planning Scheme Amendments are currently being proposed.

AS OF: 26/08/2025

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

SITE DIMENSIONS

Due Diligence Report

Property Report

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

PLANNING ZONE

MUZ - Mixed Use Zone

To implement the Municipal Planning Strategy and the Planning Policy Framework. To provide for a range of residential, commercial, industrial and other uses which complement the mixed-use function of the locality. To provide for housing at higher densities. To encourage development that responds to the existing or preferred neighbourhood character of the area. To facilitate the use, development and redevelopment of land in accordance with the objectives specified in a schedule to this zone.

Mixed Use Zone

Schedule To Clause 32.04 Mixed Use Zone

For confirmation and detailed advice about this planning zone, please contact KINGSTON council on **03 9581 4131**.

OTHER PLANNING ZONES IN THE VICINITY:

- GRZ - General Residential Zone
- MUZ - Mixed Use Zone
- NRZ - Neighbourhood Residential Zone
- PUZ - Public Use Zone
- SUZ - Special Use Zone
- TRZ2 - Transport Zone

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

PLANNING OVERLAYS

DDO5 - Design And Development Overlay Schedule 5

To implement the Municipal Planning Strategy and the Planning Policy Framework. To identify areas which are affected by specific requirements relating to the design and built form of new development.

Design And Development Overlay

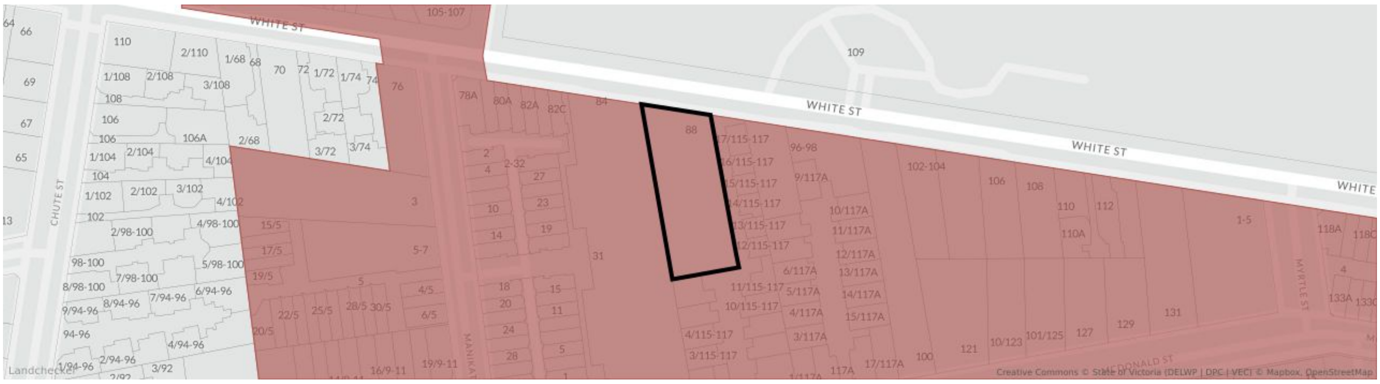
Schedule 5 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact KINGSTON council on **03 9581 4131**.

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

PLANNING OVERLAYS



EAO - Environmental Audit Overlay

To implement the Municipal Planning Strategy and the Planning Policy Framework. To ensure that potentially contaminated land is suitable for a use which could be significantly adversely affected by any contamination.

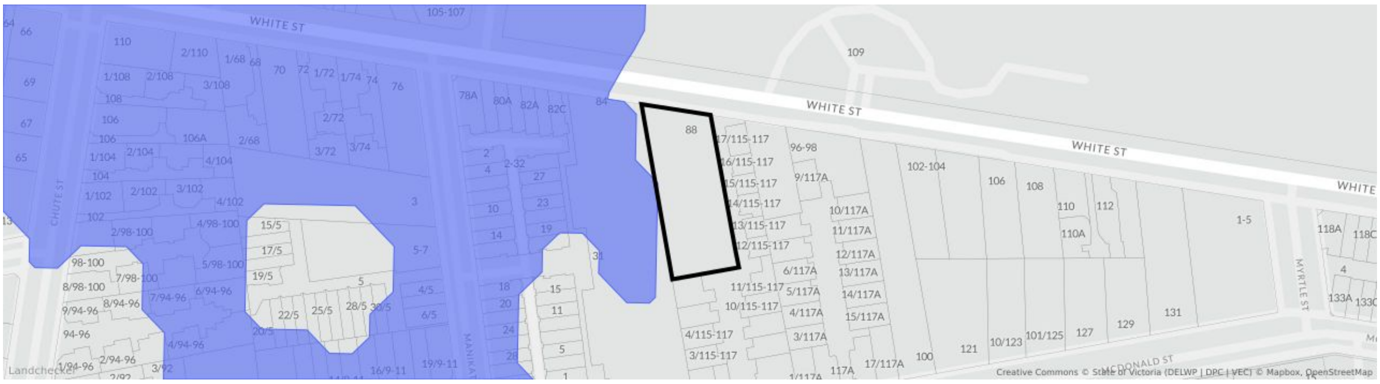
Environmental Audit Overlay ▸

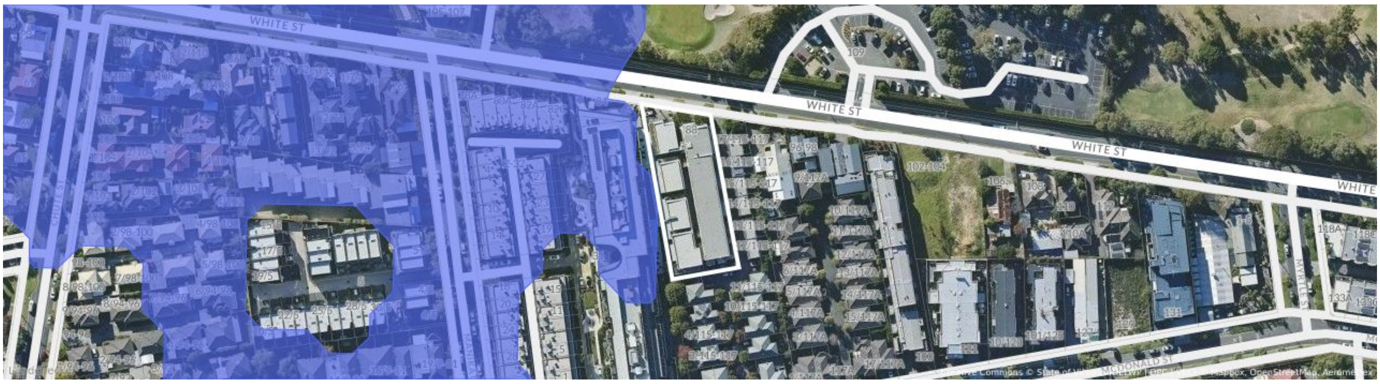
For confirmation and detailed advice about this planning overlay, please contact KINGSTON council on **03 9581 4131**.

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

PLANNING OVERLAYS





SBO - Special Building Overlay

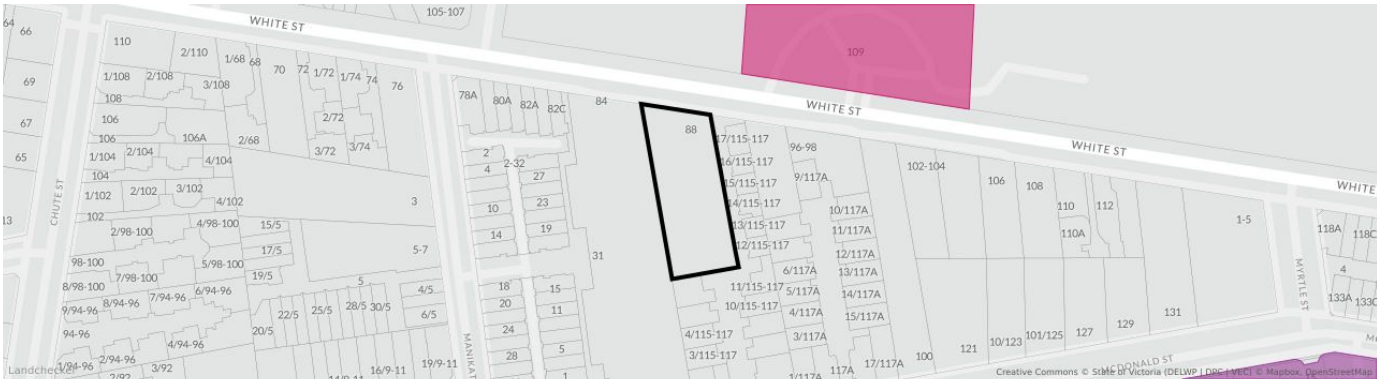
To implement the Municipal Planning Strategy and the Planning Policy Framework. To identify land in urban areas liable to inundation by overland flows from the urban drainage system as determined by, or in consultation with, the floodplain management authority. To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity. To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

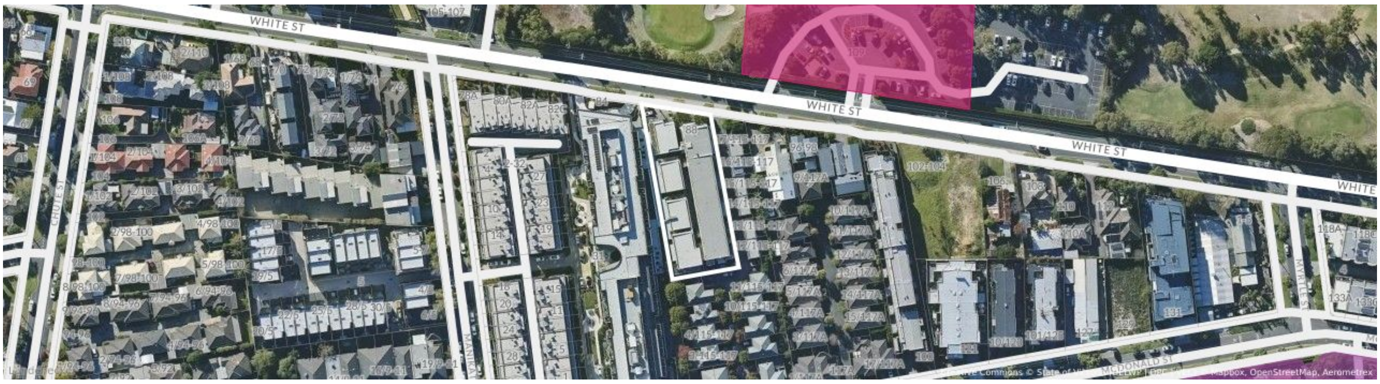
Special Building Overlay

Schedule To Clause 44.05 Special Building Overlay

For confirmation and detailed advice about this planning overlay, please contact KINGSTON council on **03 9581 4131**.

OTHER OVERLAYS IN THE VICINITY





DPO - Development Plan Overlay

HO - Heritage Overlay

For confirmation and detailed advice about these planning overlays, please contact KINGSTON council on **03 9581 4131**.

Landchecker GLOBALX

Due Diligence Report

Property Report

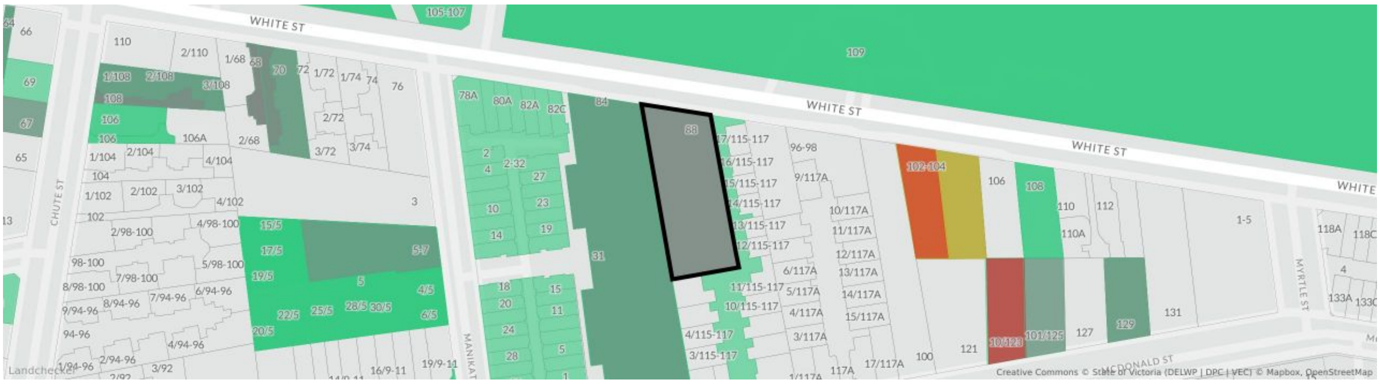
Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

PLANNING PERMIT HISTORY

No planning permit data available for this property.

NEARBY PLANNING PERMITS



PENDING KP-2018/403/A 17th December 2022

102 White Street, Mordialloc 104 White Street, Mordialloc

Amend Planning Permit KP-2018/403 as follows: - Reconsidered the design, layout and architectural expression of the building - Building height increase by 150mm - Increase apartment number from 34 to 38 - Increase car spaces from 42 to 47 For full details – refer to planning report

OTHER KS-2024/196

70 White Street, Mordialloc 70 White Street, Mordialloc

Subdivide the land into three (3) lots.

OTHER KS-2023/66

108 Chute Street, Mordialloc 108 Chute Street, Mordialloc

Subdivide the land into three (3) lots.

APPROVED KP-2022/553/A 26th June 2025

129 Mcdonald Street, Mordialloc

Develop the land for four (4) dwellings.

APPROVED KP-2014/590/B 28th May 2025

105-107 White Street, Mordialloc

Use the land for the purpose of a food and drink premises with a reduction of the car parking requirement, the display of business identification signage, and the sale and consumption of liquor (restaurant and cafe licence).

OTHER KS-2022/142 14th April 2025

5-7 Manikato Avenue, Mordialloc

Subdivide the land into twenty (20) lots and create common property.

APPROVED KP-2024/666 30th January 2025

70 White Street, Mordialloc 70 White Street, Mordialloc

Subdivide the land into three (3) lots.

APPROVED KP-2018/382/C 13th January 2025

113 Mcdonald Street, Mordialloc 113 Mcdonald Street, Mordialloc

Use and develop the land for a four storey mixed use building in a special building overlay including a residential aged care facility, child care centre, medical centre, restricted recreation facility (gym), food and drink premises (café), creation of access to a road zone category 1, reduction of the car parking requirement and to use the land to sell and consume liquor on the premises.

LAPSED KS-2024/30 5th September 2024
68 White Street, Mordialloc
Subdivide an existing building, re-align the boundary between lot 1 and the common property 1.

LAPSED KP-2024/88 5th September 2024
68 White Street, Mordialloc
Subdivide an existing building, re-align the boundary between lot 1 and the common property 1.

APPROVED KP-2023/651 28th June 2024
109 White Street, Mordialloc
To construct a building and construct or carry out works for a halfway house, safety screening, driving range shelter, upgraded short game area and new pathway and remove native vegetation from the land.

APPROVED KP-2024/135 18th June 2024
113 Mcdonald Street, Mordialloc Tlc Complex, 113 Mcdonald Street, Mordialloc
To construct or put up for display one (1) internally illuminated business identification sign.

APPROVED KP-2023/299 19th April 2024
102-104 White Street, Mordialloc
Construction of thirteen (13) three storey dwellings, alteration of access to a road in a transport zone 2.

APPROVED KP-2023/106 28th December 2023
109 White Street, Mordialloc
Development of a telecommunication facility and removal of native vegetation.

APPROVED KP-2022/553 2nd October 2023
129 Mcdonald Street, Mordialloc
Develop the land for four (4) dwellings.

APPROVED KP-2023/241 5th July 2023
108 Chute Street, Mordialloc 108 Chute Street, Mordialloc
Subdivide the land into three (3) lots in the special building overlay.

APPROVED KP-2023/168 14th June 2023
113 Mcdonald Street, Mordialloc Tlc Complex, 113 Mcdonald Street, Mordialloc
The construction of a testing hut associated with a residential aged care facility.

APPROVED KP-2022/537 17th May 2023
5-7 Manikato Avenue, Mordialloc 5-7 Manikato Avenue, Mordialloc
Subdivide the land into twenty (20) lots and create common property.

APPROVED KP-2018/382/B 23rd January 2023
113 Mcdonald Street, Mordialloc 113 Mcdonald Street, Mordialloc
Use and develop the land for a four storey mixed use building in a special building overlay including a residential aged care facility, child care centre, medical centre, restricted recreation facility (gym), food and drink premises (café), creation of access to a road zone category 1, and reduction of the car parking requirement.

APPROVED KP-2022/374 17th January 2023
70 White Street, Mordialloc 70 White Street, Mordialloc
The construction of three (3) double storey dwellings.

APPROVED KP-2018/808/A 10th November 2022
5-7 Manikato Avenue, Mordialloc 5-7 Manikato Avenue, Mordialloc
Develop the land for the construction of 30 dwellings in a special building overlay.

APPROVED KP-2022/143 12th September 2022
113 Mcdonald Street, Mordialloc 113 Mcdonald Street, Mordialloc
To put up for display three (3) high wall internally illuminated business identification signage and four (4) internally illuminated business identification signage with one (1) of these signs located in the special building overlay.

APPROVED KP-2021/439 1st March 2022
108 White Street, Mordialloc
The construction of two (2) double storey dwellings and to alter the access to a road in the transport zone 2.

APPROVED KP-2002/863/A 17th February 2022
4 115-117 Mcdonald Street, Mordialloc
The development of the land for seventeen (17) dwellings and to create access to land adjacent to a road zone (category 1).

APPROVED KP-2017/878/A 10th December 2021
108 Chute Street, Mordialloc 108 Chute Street, Mordialloc
Develop the land for the construction of three (3) dwellings on land subject to a special building overlay.

APPROVED KP-2021/283 10th August 2021
106 Chute Street, Mordialloc 106 Chute Street, Mordialloc
Construct one (1) dwelling on land within a special building overlay.

APPROVED KP-2020/423 11th March 2021
101-103 White Street, Mordialloc
Subdivide the Land into Thirteen (13) Lots

APPROVED KP-2019/729 17th January 2020
101-103 White Street, Mordialloc
The removal of the drainage and sewerage easement E-1 in accordance with the endorsed plans

APPROVED KP-2018/808 16th April 2019
5-7 Manikato Avenue, Mordialloc 5-7 Manikato Avenue, Mordialloc
Develop the land for the construction of 30 dwellings in a special building overlay.

APPROVED KP-2018/368 3rd April 2019
63 Chute Street, Mordialloc
Develop the land for the construction of two (2) double storey dwellings.

REJECTED KP-2018/403 28th March 2019
102 White Street, Mordialloc
Develop the land for the construction of a five (5) storey apartment building comprising 40 dwellings and alter access to a Road Zone Category 1

APPROVED KP-2014/364/B 27th March 2019
64 White Street, Mordialloc
Develop the land for the construction of two (2) dwellings to the rear of an existing dwelling within a Special Building Overlay and to alter access to a Road Zone Category 1

LAPSED KP-2018/382 7th January 2019
113 Mcdonald Street, Mordialloc 113 Mcdonald Street, Mordialloc
Develop the land for a four storey mixed use development comprising a residential aged care facility, childcare centre, medical centre, restricted recreation facility (gymnasium), food and drinks premises use the land for a childcare centre, medical centre, restricted recreation facility (gymnasium) construct or carry out buildings or works in a special building overlay creation of access to a road zone category 1 in accordance with the endorsed plans.

APPROVED KP-2017/530 10th August 2018
101-103 White Street, Mordialloc
Develop the land for the construction of thirteen (13) dwellings within an SBO and access to a road within the RDZ1

APPROVED KP-2018/450 3rd August 2018
106 Chute Street, Mordialloc 106 Chute Street, Mordialloc
Develop the land for the construction of one (1) dwelling on land designated on a special building overlay.

OTHER KS-2016/232 18th July 2018
125 Mcdonald Street, Mordialloc
Subdivide the land into fifteen (15) lots.

APPROVED KP-2017/984 18th July 2018
108 White Street, Mordialloc
Develop the land for the construction of two (2) dwellings and to create and alter access to land adjacent to a road zone category 1 with associated works.

APPROVED KP-2018/232 15th May 2018
4-6 Manikato Avenue, Mordialloc
Subdivide the Land into Forty-Four (44) Lots and removal of easements

WITHDRAWN KP-2017/835 1st March 2018
129 Mcdonald Street, Mordialloc
Develop the land for the construction of eleven (11) triple storey dwellings.

APPROVED KP-2017/878 22nd November 2017
108 Chute Street, Mordialloc 108 Chute Street, Mordialloc
Develop the land for the construction of three (3) dwellings on land subject to a special building overlay.

APPROVED KP-1999/80/B 27th September 2017
9-11 Manikato Avenue, Mordialloc
Nineteen (19) dwellings.

OTHER KS-2017/40 11th July 2017
123 Mcdonald Street, Mordialloc
Subdivide the land into eleven (11) lots.

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

OTHER KS-2016/199 4th July 2017
64 White Street, Mordialloc
Subdivide the land into three (3) lots.

APPROVED KP-2015/986 27th June 2017
5-7 Manikato Avenue, Mordialloc 5-7 Manikato Avenue, Mordialloc
Develop the land for a four (4) storey mixed use building and basement comprising of up to (4) shops and seventy-three (73) dwellings, use of the land for shops, a reduction of the bicycle spaces, waiver of the loading and unloading of vehicles requirement on land affected by a special building overlay.

OTHER KS-2015/276 7th June 2017
68 White Street, Mordialloc
Subdivide the land into two (2) lots.

NO PERMIT REQUIRED KP-2017/361 22nd May 2017
9-11 Manikato Avenue, Mordialloc
Develop the land for the construction of a fence in a special building overlay.

APPROVED KP-2017/138 5th April 2017
123 Mcdonald Street, Mordialloc
Subdivide the Land into Eleven (11) Lots

APPROVED KP-2017/187 21st March 2017
67 Chute Street, Mordialloc
Construct and extend an existing dwelling.

REJECTED KS-2014/104 21st February 2017
123 Mcdonald Street, Mordialloc
Subdivide the land into eleven (11) lots.

APPROVED KP-2014/590/A 8th December 2016
107 White Street, Mordialloc
Use the land for the purpose of food and drink premises (cafe) with a reduction of the car parking requirement, display business identification signage, and the sale and consumption of liquor

APPROVED KP-2014/364/A 2nd December 2016
64 White Street, Mordialloc
Develop the land for the construction of two (2) dwellings to the rear of an existing dwelling within a Special Building Overlay and to alter access to a Road Zone Category 1.

APPROVED KP-2016/749 21st November 2016
109 White Street, Mordialloc
Develop the land for the construction and display of advertising signage.

APPROVED KP-2016/764 26th October 2016
125 Mcdonald Street, Mordialloc
Subdivide the Land into Fifteen (15) Lots

APPROVED KP-2016/660 25th October 2016
64 White Street, Mordialloc
Subdivide the Land into Three (3) Lots

APPROVED KP-2015/962 12th September 2016
68 White Street, Mordialloc
Subdivide the Land into Two (2) Lots

WITHDRAWN KP-2016/271 7th July 2016
67 Chute Street, Mordialloc
Develop the land for the construction of one (1) dwelling to the rear of an existing dwelling.

APPROVED KP-2010/839/B 20th June 2016
90 White Street, Mordialloc
Develop the land for the construction of thirty-four (34) dwellings within a three storey building

APPROVED KP-2016/381 24th May 2016
69 Chute Street, Mordialloc
Develop the land for the construction of alterations to an existing dwelling on land in a special building overlay.

WITHDRAWN KP-2016/142 21st April 2016
Apartment 115 Level 1 90 White Street, Mordialloc
Develop the land for the construction of a dwelling extension (pergola).

APPROVED KP-2015/714 30th November 2015
68 White Street, Mordialloc
Develop the land for the construction of one (1) dwelling to the rear and alterations to the existing dwelling

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

OTHER KS-2015/125 23rd November 2015

88 White Street, Mordialloc

Subdivide the land into sixteen (16) lots.

For confirmation and detailed advice about these planning permits, please contact the responsible council:

KINGSTON

03 9581 4131

Permit information last updated on 25/08/2025

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

ABORIGINAL CULTURAL HERITAGE SENSITIVITY

Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity. This data is provided to assist with the decisions in relation to proposed activities on the property.

For confirmation and detailed advice about the cultural sensitivity of the property, please visit the Victorian Aboriginal Heritage Register›.

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

ELEVATION CONTOURS

1 - 5m Contours

For confirmation and detailed advice about the elevation of the property, please contact KINGSTON council on **03 9581 4131**.

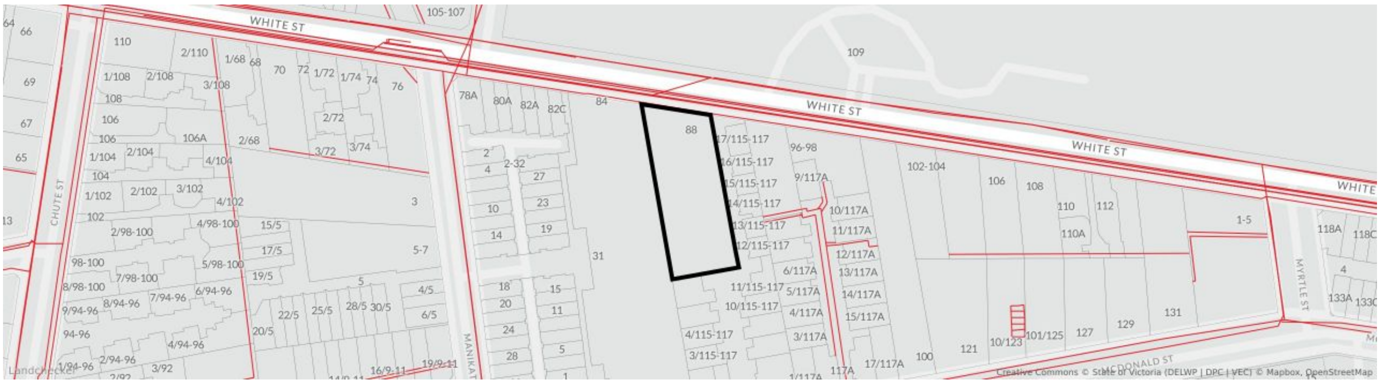
Due Diligence Report

Property Report

Level 2 211/90 White Street, Mordialloc Vic 3195

Created On: August 26th, 2025

EASEMENTS



The easement displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement on or nearby this property, please contact KINGSTON council on **03 9581 4131**.

Terms and Conditions

LANDCHECKER PTY LTD ACN 607 394 696 (Landchecker)

1. **Property Report**

   This Property Report:

   a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
   b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
      i. https://creativecommons.org/licenses/by/4.0/ in respect of data supplied by the State of Victoria;
      ii. https://creativecommons.org/licenses/by/4.0/ in respect of census data supplied by the Commonwealth of Australia;
      iii. https://www.mapbox.com/tos, in respect of data supplied by Mapbox Inc.; and
      iv. https://www.openstreetmap.org/copyright, in respect of data supplied by Open Street Maps;
      v. https://creativecommons.org/licenses/by/4.0/ in respect of data supplied by the Australian Curriculum, Assessment and Reporting Authority (**ACARA**).

2. **Use of Property Report**

   This Property Report is made available for information purposes only. Recipients of this Property Report acknowledge and agree that they may not rely upon the content of this Property Report for any other purposes other than the express purpose for which it is issued and that recipients:

   a. must not use if in any manner which is unlawful, offensive, threatening, defamatory, fraudulent, misleading, deceptive or otherwise inappropriate;
   b. must seek their own independent professional advice and seek their own professional advice in respect of the subject matter of this Property Report before acting on or referring to any of the information contained in this Property Report;
   c. acknowledge that this Property Report is provided entirely at recipients' own risk and neither Landchecker nor its service providers take any responsibility or liability for any loss or damage suffered by recipients in reliance on this Property Report; and
   d. acknowledge that this Property Report will be accurate, complete or reliable.

3. **Attributions**

   State Government Copyright Notice and Disclaimer

   The State of Victoria owns the copyright in the property data contained in the Property Report (**Property Data**) and reproduction of that data in any way without the consent of the State of Victoria may constitute a breach of the *Copyright Act 1968* (Cth). The State of Victoria does not warrant the accuracy or completeness of the Property Data and any person using or relying on such information does so on the basis that the State of Victoria accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information supplied.

   Neither Landchecker nor this Property Report are affiliated with, endorsed or authorised by the State of Victoria.

   The data in this Property Report may contain property data in respect of an adjacent State. The attribution in respect of the Property Data is only in respect of the property for which the Property Report was obtained. Additional attribution statements for adjoining properties are available in Landchecker's terms of use.

   Australian Curriculum Assessment and Reporting Authority

   This Property Report contains data that was downloaded from the ACARA website (www.acara.edu.au) (accessed 1 April 2019) and was not modified that is © copyright 2009 to present. ACARA does not:

   a. endorse any product, such as this Property Report, that uses ACARA material; or
   b. make any representations as to the quality of such products.

   Any product that uses material published in this Property Report should not be taken to be affiliated with ACARA or have the sponsorship or approval of ACARA. A recipient of this Property Report should make their own assessment of the material in this Property Report.

Land Information Certificate

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

City of KINGSTON

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

Date of Issue:	26 August 2025
Assessment No:	176713 4
Property Location:	Apartment 211 Level 2 90 White Street, MORDIALLOC VIC 3195
Parcel Details:	Lot 33 PS539940
Certificate No:	157922
Certificate Expiry Date:	24 November 2025
Applicants Reference:	77885561-014-8:82299

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

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

Operative Date of Valuation: 01 July 2025
Relevant Date of Valuation: 01 Jan 2025

Site Value:	115,000
Capital Improved Value:	575,000
Net Annual Value:	28,750

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

RATES AND CHARGES
1st July 2025 to 30th June 2026

Arrears	
Arrears - Brought Forward 01/07/2025	$0.00
Legal Fees Brought Forward 01/07/2025	$0.00
Current Rate	
General Rates	$1,046.56
Emergency Services & Volunteers Fund	$235.48
Municipal Charge	$100.00
Waste Management	$187.00
	$
	$
Legal Costs/Charges	$0.00
Interest on Arrears	$0.00
Interest on Current Rates	$0.00
Payments	$0.00
Property Debts	$0.00 (Fire Hazard / Property Clearance)
OUTSTANDING	**$1,569.04**

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

Assessment No.	176713/4
Certificate No.	157922
Certificate Expiry Date	24 November 2025

ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

Please Note: All Notices of Acquisition lodged **must have the Date of Birth** and **correct future mailing address of the purchaser**. If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of $30.60.

Please note:

i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 24 November 2025.

ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.

iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.

iv. Due Date for payment:

- In full 15 February 2026.

Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.

v. Please note a fee of $22.70 (incl. GST) will apply for refund requests on overpayments.

Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.

BPAY

Biller Code: 8938

Ref: 1767134

Tanya Madhwani
TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

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

No Conditions apply to this property.

community inspired leadership

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

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Vala
E-mail: certificates@landata.vic.gov.au

Statement for property:
LEVEL 2UNIT 211 LOT 33 88-90
WHITE STREET MORDIALLOC 3195
33 PS 539940

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
46F//08711/00327	LANDATA CER 77885561-027-8	26 AUGUST 2025	50137514

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/07/2025 to 30/09/2025	$22.45
Melbourne Water Corporation Total Service Charges	01/07/2025 to 30/09/2025	$31.25
(b) By South East Water		
Water Service Charge	01/07/2025 to 30/09/2025	$21.97
Sewerage Service Charge	01/07/2025 to 30/09/2025	$100.41
Subtotal Service Charges		$176.08
Payments		$0.03
	TOTAL UNPAID BALANCE	$176.05

- The meter at the property was last read on 14/08/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

South East Water

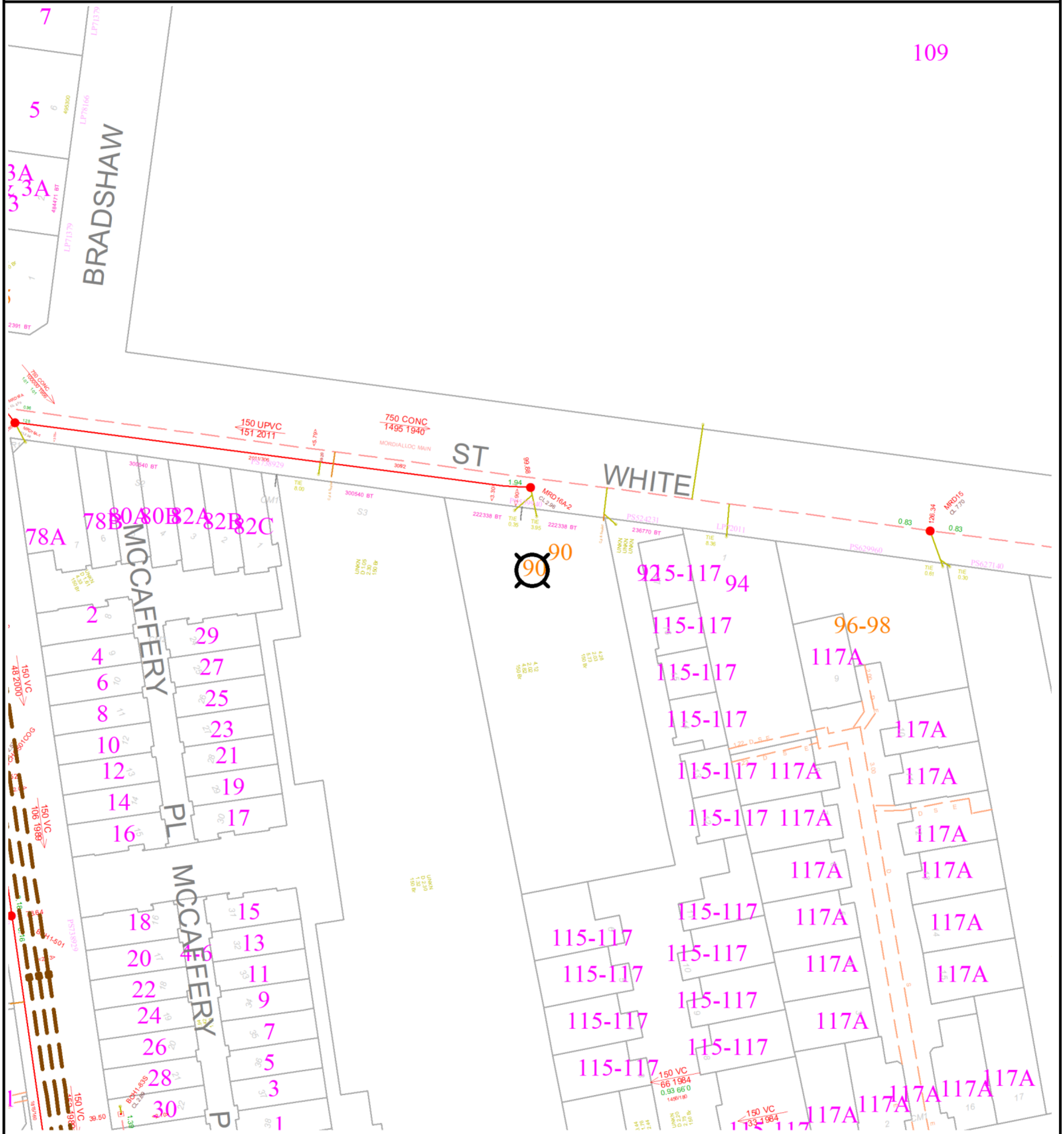
Property: Lot 33 UNIT 211 88-90 WHITE STREET MORDIALLOC 3195

Case Number: 50137514

Scale in Metres: 20 0 20 40

Date: 26AUGUST2025

N



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

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	225 VC 280 MOR Direction of Flow	<1.0> Offset from Boundary

Melbourne Water Assets

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

ASSET INFORMATION - WATER

South East Water

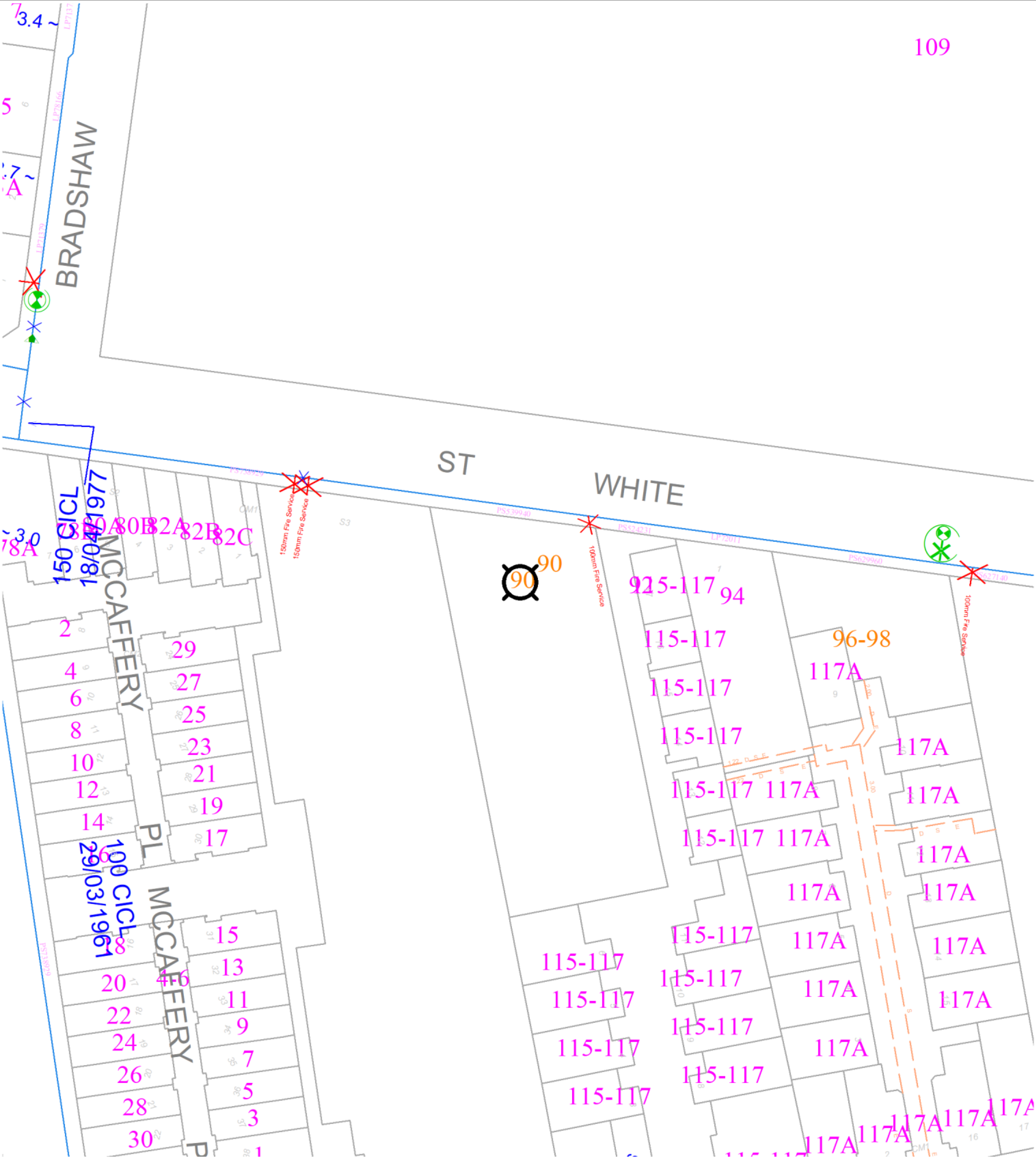
Property: Lot 33 UNIT 211 88-90 WHITE STREET MORDIALLOC 3195

Case Number: 50137514

Scale in Metres: 20 0 20 40

Date: 26AUGUST2025

N



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

LEGEND

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

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 33 UNIT 211 88-90 WHITE STREET MORDIALLOC 3195

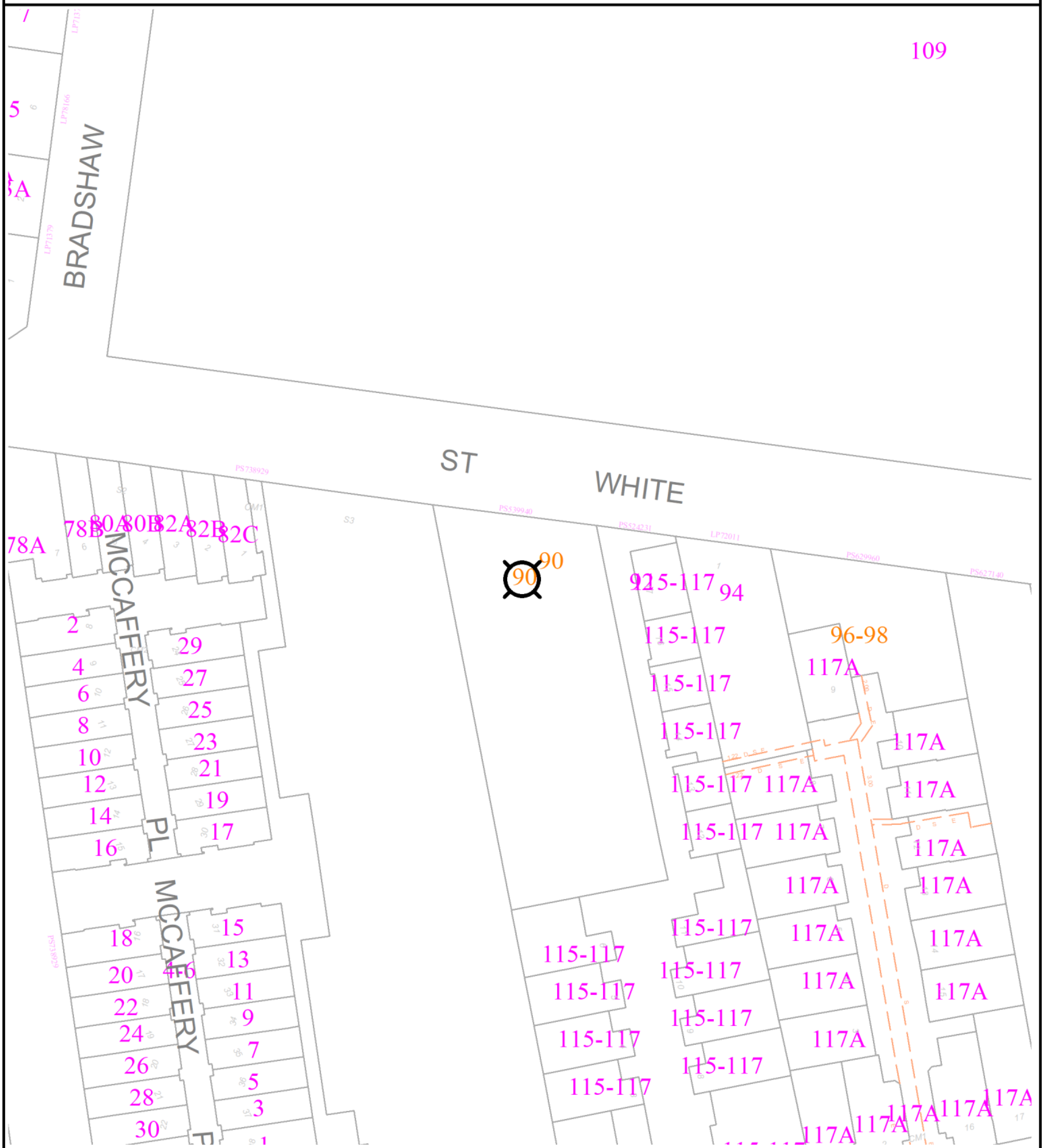
Case Number: 50137514

20 0 20 40

Scale in Metres

Date: 26AUGUST2025

N



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

LEGEND

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

29/08/2025

SENT ONLY BY EMAIL

Dear Sargeants Bayside,

Re: OWNERS CORPORATION CERTIFICATE - LOT 33, PLAN NO. PS539940T

In response to your request, we attach the Owners Corporation Certificate for Lot 33 in Plan No. PS539940T dated 29/08/2025. This certificate expires 90 days after 29/08/2025 and a new certificate must be ordered if required. An update can be requested from our office in the 90 day period at no cost.

This certificate is intended for use for the purpose of Section 151 of the Owners Corporations Act 2006 ("Act").

Pursuant to Section 151(4)(b) of the Act, we also attach the following:

(a) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the Owners Corporations Regulations 2018;

(b) A copy of the Rules for this Owners Corporation; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at hello@keystonestrata.com.au.

Please note an inspection of the Register may require the payment of a fee.

Yours faithfully,

Keystone Strata Group

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.
If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

f 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.

BLANK PAGE

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

IMPORTANT

The information in this certificate is correct as at **29/08/2025**

1. OWNERS CORPORATION DETAILS

Plan Number:	PS539940T
Address of Plan:	88-90 White Street MORDIALLOC
Lot Number:	33
Postal Address:	5/ 85 Bardia Avenue Seaford VIC 3198

2. CURRENT ANNUAL LEVY FEES FOR LOT 33

The Administration Fund fees and Maintenance Fund fees *(if applicable)* for this Lot which cover the period (01/07/2025 - 30/06/2026) are $3,290.00 and are paid Quarterly in advance.

3. CURRENT LEVY POSITION FOR LOT 33

The fees are paid up until: **30/09/2025.**

Total of any unpaid fees or charges for this lot are: **$0.00 plus penalty interest of $0.00.**

Refer to the attached Owner Transaction Summary for past and upcoming levies. If settlement should occur on or after any due date the next fee instalment will also be due and payable.

PLEASE NOTE

Where there is levies due to the Owners Corporation payment must be made via **BPay** using the following reference:

Biller Code: 96503 **Reference:** 20688719236819722846

4. SPECIAL LEVIES

If applicable, special fees or levies which have been struck, and the dates on which they are payable are listed on the attached Owner Transaction Summary.

5. OTHER CHARGES

Special levies may be raised to cover extraordinary expenses. Prospective Owners should note that Special Levies may be raised by the Owners Corporation at any point if additional non-budgeted expenses arise which are currently unknown to the Manager.

6. FUNDS HELD BY THE OWNERS CORPORATION

Please refer to the attached Balance Sheet for a breakdown of funds held.

7. INSURANCE

The Owners Corporation has **not** resolved that the members may arrange their own building insurance under Section 63 of the Act.

Please refer to the enclosed certificate of currency for details regarding the insurance policy.

8. CONTINGENT LIABILITIES

Nil.

9. AGREEMENTS TO PROVIDE SERVICES

Please refer to the enclosed Contracts Register.

10. NOTICE OR ORDERS

Nil.

11. CURRENT OR FUTURE PROCEEDINGS

Prospective Purchasers may wish to make their own enquiries with regards to building defects within their private unit/lots.

12. APPOINTMENT OF AN ADMINISTRATOR

The Manager is not aware of any proposal to appoint an administrator as at 29/08/2025.

13. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Keystone Strata Group
ABN / ACN:	23 634 333 565
Address of Manager:	5/ 85 Bardia Avenue Seaford VIC 3198
Telephone:	1300 699 737
Email Address:	hello@keystonestrata.com.au

14. OTHER INFORMATION

15. SIGNING

The common seal of Owners Corporation Plan No. PS539940T, was affixed and witnessed by and in the presence of a representative from Keystone Strata Group in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Date: 29/08/2025

Balance Sheet - O/Corp PS539940T
"PEARL GREENS"
88-90 WHITE STREET, MORDIALLOC, VIC 3195
For the Financial Period 23/09/2024 to 30/06/2025

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
OC 539940	$2,842.88	$4,054.05	$6,896.93
Macquarie Bank BSB: 183-334 Acc No: 206887192			
Accounts Receivable	$132.00	$0.00	$132.00
GST Paid	$9,753.87	$0.00	$9,753.87
GST Unpaid	$18.14	$0.00	$18.14
Levies Receivable	$8,286.87	$408.50	$8,695.37
Prepaid Expenses	$228.13	$0.00	$228.13
Total Assets	**$21,261.89**	**$4,462.55**	**$25,724.44**
Liabilities			
Accounting & Taxation - GST (payable)	$20.74	$0.00	$20.74
Accounts Payable	$199.50	$0.00	$199.50
Accounts Payable (Previous Agent)	$830.17	$0.00	$830.17
GST Clearing Account	$1,303.51	$0.00	$1,303.51
GST Collected	$10,150.85	$368.22	$10,519.07
GST Uncollected	$(775.51)	$(27.15)	$(802.66)
Paid in Advance	$15,490.59	$848.81	$16,339.40
Total Liabilities	**$27,219.85**	**$1,189.88**	**$28,409.73**
Net Assets	**$(5,957.96)**	**$3,272.67**	**$(2,685.29)**
Owners Funds			
Opening Balance	$21,579.72	$(2,404.21)	$19,175.51
Net Income For The Period	$(27,537.68)	$5,676.88	$(21,860.80)
Total Owners Funds	**$(5,957.96)**	**$3,272.67**	**$(2,685.29)**

Income and Expenditure Statement - O/Corp PS539940T
"PEARL GREENS"
88-90 WHITE STREET, MORDIALLOC, VIC 3195
For the Financial Period 23/09/2024 to 30/06/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Debt Recovery Costs	$1,637.41	*$0.00*	*$1,637.41*
Interest on Overdues	$66.24	*$0.00*	*$66.24*
Levies - normal	$40,206.64	*$0.00*	*$40,206.64*
Levies - other	$394.52	*$0.00*	*$394.52*
Levy Income	$60,682.17	*$89,000.00*	*$60,682.17*
Mutual Revenue - Penalty Interest	$221.18	*$0.00*	*$221.18*
Mutual Revenue - Recoveries	$(2,231.89)	*$0.00*	*$(2,231.89)*
Non-Mutual Revenue - Certificates	$310.72	*$0.00*	*$310.72*
Security - Keys, Fobs & Remotes	$381.82	*$0.00*	*$381.82*
Special Levy Income	$31,818.22	*$0.00*	*$31,818.22*
Total Administrative Fund Income	**$133,487.03**	*$89,000.00*	*$133,487.03*
Expenses			
ACCOUNTS PAYABLE	$0.00	*$0.00*	*$458.18*
Accounting & Taxation - Council rates & Land tax	$168.00	*$0.00*	*$168.00*
Administration - Computer Software	$0.00	*$462.00*	*$0.00*
Administration - Legal Fees	$5,067.61	*$0.00*	*$5,067.61*
Administration - Legal Services (Debt Recovery)	$487.82	*$0.00*	*$487.82*
Administration - Prev. Manager Charges	$9,718.96	*$0.00*	*$9,718.96*
Caretaking Services	$6,355.50	*$0.00*	*$6,355.50*
Cleaning - Caretaking	$8,847.00	*$14,500.00*	*$8,847.00*
Cleaning - Garbage Bins	$1,052.00	*$0.00*	*$1,052.00*
Cleaning - General Cleaning	$1,009.00	*$0.00*	*$1,009.00*
Essential Safety Measures - Maintenance	$2,200.64	*$4,700.00*	*$2,200.64*
Essential Safety Measures - Service	$5,439.32	*$0.00*	*$5,439.32*
Essential Safety Measures - Ventilation Maintenance	$408.00	*$0.00*	*$408.00*
Fire Protection - Repairs/Replacements	$1,100.32	*$0.00*	*$1,100.32*
General Repairs & Expenses	$2,981.37	*$0.00*	*$2,981.37*
Grounds & Gardens - General Maintenance	$250.00	*$500.00*	*$250.00*
Insurance - Excess	$(454.55)	*$5,000.00*	*$(454.55)*
Insurance - Insurance Claim	$909.09	*$0.00*	*$909.09*
Insurance - Premium	$76,070.24	*$51,000.00*	*$43,123.11*
Insurance - Repairs (Self Insurance)	$2,000.00	*$0.00*	*$2,000.00*
Keystone Strata Group - Management Fees	$12,189.56	*$15,300.00*	*$12,189.56*
Lift - Maintenance	$11,249.40	*$7,200.00*	*$11,249.40*
Plumbing - General Repairs & Maintenance	$2,890.82	*$0.00*	*$2,890.82*

Income and Expenditure Statement - O/Corp PS539940T
"PEARL GREENS"
88-90 WHITE STREET, MORDIALLOC, VIC 3195
For the Financial Period 23/09/2024 to 30/06/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Plumbing - Pump Maintenance	$0.00	*$2,000.00*	*$0.00*
Plumbing - Roof/ Gutter/ Downpipe Repairs	$295.00	*$0.00*	*$295.00*
Property Maintenance - Automatic Door Maintenance	$1,334.54	*$0.00*	*$0.00*
Property Maintenance - Door & Window Maintenance	$690.00	*$0.00*	*$690.00*
Property Maintenance - Garage Door Maintenance	$0.00	*$1,500.00*	*$0.00*
Property Maintenance - General Maintenance	$1,358.50	*$0.00*	*$1,358.50*
Property Maintenance - Minor Repairs	$0.00	*$30,000.00*	*$0.00*
Security - Keys, Fobs & Remotes	$2,076.82	*$0.00*	*$2,076.82*
Security - Lock & Key Maintenance	$400.00	*$0.00*	*$400.00*
Services - Electricity	$2,386.04	*$1,800.00*	*$2,386.04*
Services - Telephone & Internet Services	$1,754.26	*$1,600.00*	*$1,754.26*
Services - Water - Common Usage	$789.45	*$1,000.00*	*$789.45*
Total Administrative Fund Expenses	**$161,024.71**	*$136,562.00*	*$127,201.22*
Administrative Fund Surplus/Deficit	**$(27,537.68)**	*$(47,562.00)*	*$6,285.81*

Income and Expenditure Statement - O/Corp PS539940T
"PEARL GREENS"
88-90 WHITE STREET, MORDIALLOC, VIC 3195
For the Financial Period 23/09/2024 to 30/06/2025

Maintenance Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Interest on Overdues	$3.53	*$0.00*	*$3.53*
Levies - normal	$2,256.60	*$0.00*	*$2,256.60*
Levy Income	$3,409.17	*$4,960.00*	*$3,409.17*
Mutual Revenue - penalty interest	$7.58	*$0.00*	*$7.58*
Total Maintenance Fund Income	**$5,676.88**	*$4,960.00*	*$5,676.88*
Expenses			
Total Maintenance Fund Expenses	**$0.00**	*$0.00*	*$0.00*
Maintenance Fund Surplus/Deficit	**$5,676.88**	*$4,960.00*	*$5,676.88*

Keystone Strata Group
5/85 Bardia Avenue SEAFORD VIC 3198 ABN: 23634333565
Ph: 1300 699 737 Email: hello@keystonestrata.com.au

OWNER LEDGER from 01/07/24 to 30/06/25
Owners Corporation Fund

O/Corp: PS539940T **Units:** 34 **Lots:** 34
Building Address: 88-90 White Street
Suburb: MORDIALLOC **State:** VIC **Post Code:** 3195
Building Name: Pearl Greens
GST?: Yes **ABN:** 77560422631
Manager: Justin Herbath

Lot 33 Unit 211 Georgette Yousef

Date	Ref	Details	Debit	Credit	Balance	
01/07/24		**Opening Balance**	**$0.00**	**$0.00**	**$0.00**	
22/09/24	13	Receipt; Standard Levy 01/10/24 - 31/12/24 for 01/10/2024 to 31/12/2024 Levy Ref# 50	$0.00	$822.50	$822.50	CR
01/10/24	50	Standard Levy 01/10/24 - 31/12/24 From: 01/10/2024 To: 31/12/2024	$822.50	$0.00	$0.00	
22/11/24	51	Receipt; Insurance Renewal Special Levy Levy Ref# 82	$0.00	$1,225.00	$1,225.00	CR
09/12/24	82	Insurance Renewal Special Levy	$1,225.00	$0.00	$0.00	
27/12/24	102	Receipt; Standard Levy 01-01-25 to 31-01-25 for 01/01/2025 to 31/03/2025 Levy Ref# 116	$0.00	$822.50	$822.50	CR
01/01/25	116	Standard Levy 01-01-25 to 31-01-25 From: 01/01/2025 To: 31/03/2025	$822.50	$0.00	$0.00	
28/03/25	184	Receipt; Standard Levy 01-04-25 to 30-06-25 for 01/04/2025 to 30/06/2025 Levy Ref# 151	$0.00	$822.50	$822.50	CR
01/04/25	151	Standard Levy 01-04-25 to 30-06-25 From: 01/04/2025 To: 30/06/2025	$822.50	$0.00	$0.00	
20/06/25	255	Receipt; Owners Corporation Funds for 01/07/2025 to 30/09/2025 Levy Ref# 191	$0.00	$822.50	$822.50	CR
		Closing Balance	**$3,692.50**	**$4,515.00**	**$822.50**	**CR**
		Interest Due	**$0.00**		**$0.00**	
		Total Balance	**$3,692.50**	**$4,515.00**	**$822.50**	**CR**

Owners Corporation No. PS539940T Pearl Greens 88-90 White Street MORDIALLOC 3195

Held: via Zoom Video Conference
on: Tuesday 3rd June 2025 at 6:00 pm, the meeting commenced at **6:05 pm**

In these minutes, the word "resolved" means either agreement without dissent or agreement by majority of votes. The votes present voted in favour of all resolutions unless otherwise noted.

1. Appoint a Chairperson & Minute Taker

Resolved that Aaron LaCombre be appointed to chair the meeting and take the minutes.

---

2. Attendance, Voting & Quorum

Present:

Lot #	Name	Lot #	Name
3	Elisa Iurato	4	Sergio Ercole
5	Joanna Siavalas	9	Danielle Gledhill
16	Naomi Shilo	17	Elizabeth Miko (arrived @6:10 pm)
19	Sarah Marshall	23	Yuko Shimode
24	John Kastelic	25	Mitchelle Booth

PROXIES: Nil.

VOTING: When there is a vote by show of hands each member shall be entitled to such number of votes (there being one vote for each lot) as that member represents personally or by proxy.

QUORUM: There were **10** lots present in person or by proxy and entitled to vote on all resolutions. Under the Owners Corporation Act, A quorum was not reached. Refer below extract of Owners Corporation ACT 2006:

Section 78 (4) Interim resolutions become resolutions of the owners corporation—
(a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
(b) if notice of a special general meeting is given within that 29-day period and meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or (c) if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29-day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28-day period.

---

3. Confirmation of the previous Annual General Meeting Minutes

The minutes of the previous Annual General Meeting were confirmed as accurate and accepted into the records of the Owners Corporation.

---

4. Election of a Committee

The Owners Corporations Act 2006, Section 100 (1) states an Owners Corporation of 10 or more lots must elect a Committee with a minimum of 3 and a maximum of 7 members at each Annual General Meeting.

The committee elected until the next Annual General Meeting is:

Lot	Member	Lot	Member
4	Sergio Ercole	5	Joanna Siavalas
9	Danielle Gledhill	16	Naomi Shilo
25	Mitchelle Booth		

No one was elected as Chairperson for the Owners Corporation.

---

5. Insurance

We want to assure you that we take our responsibility seriously when it comes to transparency and fair pricing. In accordance with our contract of appointment, Keystone Strata Group receives a commission calculated at a rate of 20% of the base premium amount. We also want to make it clear that we are committed to working with you to find a pricing structure that meets your needs. Estimated commission income is taken into account when we provide quotes for the management of owners corporations but, if prefered, we are open to negotiating a 0% commission rate in exchange for a fixed increase in the management fee. We believe this provides greater flexibility for our clients and shows our commitment to transparency and fairness in our pricing.

a) Level of Cover

Building Cover: $ 12,540,000.00 **Excess:** $ 2,000.00 - $20,000.00

Public Liability: $ 20,000,000.00

Resolved to maintain the current level of building cover.

b) Current Insurer

Insurer: SUU **Policy No:** DOC0000889808

Expiry: 20/06/2025

Resolved to obtain quotes for the owners corporations insurance requirements and circulate to the committee for their consideration.

Please note, the Owners Corporation's insurance does not cover contents (such as carpets, curtains, blinds and light fittings) within each lot, nor does the Owners Corporation's public liability cover extend to the personal liability of members. Owners may obtain their own insurance which covers contents, personal liability legal cover; or landlord insurance.

6. Maintenance

Resolved to continue with the current maintenance schedule.

Resolved that the manager will obtain updated quotes for the cleaning of the common property, which would also include an updated scope of work.

Resolved to engage with a Project Manager to assist in the identification of any building defects and to have them manage the tender process for any defect rectification.

7. Finances

Resolved to accept the financial statements for the financial year ending **30/06/2024** into the records of the Owners Corporation.

Resolved to accept the proposed budget circulated with the Notice of AGM to service the recurrent expenditure for the financial year ending of **30/06/2025**.

Resolved to add a $3,000.00 provision for CCTV upgrades to the budget for the financial year ending of **30/06/2026**.

Owners Corporation **PS539940T** resolved to charge interest at the rate fixed under Section 2 of the Penalty Interest Rate Act 1983 on the money owed by the lot owner or member to the Owners corporation from the due date for fees and charges set under Section 24 (1) and Section (1) of the Owners Corporation Act 2006 and on any other amount payable by a lot owner to the owners Corporation.

Owners Corporation **PS539940T** resolved to instruct the manager under Debt Recovery Resolution: Under sub section 18(1) of the Owners Corporation Act 2006, the Owners Corporation authorises the manager to commence legal proceedings in the Magistrates Court if required:

a) to send additional final fee notices to any Lot owner detailing the lot owner is arrears of fees as soon as arrears remain unpaid for more than 28 days;
b) to levy against any such lot owners in arrears, an amount of $76.20 inc GST for the administration processes required to collate the information required for sending of the additional final fee notice;
c) to levy against any such lot owner a sum to indemnify the owners corporation for the lawyers costs incurred in issuing a Letter of Demand.

Owners Corporation **PS539940T** resolved that it may commence debt recovery proceedings for recovery of outstanding fees, levies, charges and other money due, against any member of the Owners Corporations in a court of competent jurisdiction as provided in the Act. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporation Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis at the discretion of the Manager and /or Committee. Owners Corporation **PS539940T** resolved the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Act will be fully recoverable from the indebted lot owner, inclusive of administrative fees charged to the Owners Corporation by the Manager, and all legal fees incurred as a result of the failure to pay levies, fees and charges due. It is resolved the Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relations to any necessary debt recovery action taken. It is resolved the Owners Corporation may instruct a lawyer to recover arrears of fees, special levies, charges and contributions due and payable by a lot owner, in particular:

d) to issue a Letter of Demand to any lot owner in arrears if any of such arrears have remained unpaid for more than 28 days;

e) to initiate legal proceedings in VCAT or in any court of competent jurisdiction for recovery of all arrears, penalty interest thereon and all Owners Corporation is legal and administrative cost recovery if any such arrears have remained unpaid for more than seven (7) days after the date of the Letter of Demand.

Resolved to authorise Keystone Strata Group to strike and issue a Special Levy for unbudgeted expenditure if required.

---

8. General Business

Nil.

---

9. Next Annual General Meeting

Resolved the next Annual General Meeting will be held in **AUGUST 2025.**

The Manager thanked everyone for their attendance.

As there was no further business the meeting closed at 7:00 pm.

Aaron LaCombre

Owners Corporation Manager
Keystone Strata Group

CERTIFICATE OF CURRENCY

suu strata unit underwriters

To whom it may concern,

Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246719
Level 14/141 Walker Street, North Sydney, New South Wales 2060
info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

Date:	18/06/2025
Reference No:	DOC0001063258

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date. This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured:	Owners Corporation 539940T	**Policy Number:**		06S1396070
Type of Insurance:	Residential Strata	**Period of Insurance:**	From 4:00PM	20/06/2025
			To 4:00PM	20/12/2025

OVERVIEW

Insured:	Owners Corporation 539940T	
Situation:	90 WHITE STREET, MORDIALLOC VIC 3195	
Section 1:	Building including common contents	$12,540,000
	Loss of Rent/Temporary Accommodation (15%)	$1,881,000
	Catastrophe or Emergency (15%)	$1,881,000
	Additional Loss of Rent/Temporary Accommodation	Not included
	Additional Catastrophe or Emergency	Not included
	Floating Floors	Included
	Flood	Included
Section 2:	Glass	Automatically Included
Section 3:	Theft	Automatically Included
Section 4:	Liability	$ 20,000,000
Section 5:	Fidelity Guarantee	$100,000
Section 6:	Office Bearers Liability	$ 1,000,000
Section 7:	Voluntary Workers (Weekly/Capital Benefit)	$2,000/$200,000
Section 8:	Government Audit Costs	$25,000
Section 9:	Legal Expenses	$50,000
Section 10:	Workplace, Health and Safety Breaches	$100,000
Section 11:	Machinery Breakdown	$100,000
Section 12:	Lot Owners Improvements (Per Lot)	$250,000

On behalf of the Insurers: Insurance Australia Limited
Trading as CGU Insurance | ABN: 11 000 016 722

CERTIFICATE OF CURRENCY

strata unit underwriters

Policy Number: 06S1396070
Insured: Owners Corporation 539940T

EXCESSES

Section 1 - Building including Common Contents

$2,500.00 all other claims + as per policy wording

$20,000.00 bursting, leaking, discharging or overflowing of pipes and/or apparatus and any resultant damage

$20,000.00 water damage claims

$20,000.00 all storm and tempest claims

Section 2 - Glass

$2,500.00 all claims

Section 3 - Theft

$2,500.00 all claims

Section 11 - Machinery Breakdown

$2,500.00 all claims

SPECIAL TERMS/CONDITIONS

Machinery Breakdown - Blanket Cover excluding Chillers & Lifts

Machinery Breakdown cover includes all electrical and mechanical plant and equipment at the situation but excludes:

1. centrifugal chillers
2. lifts not having in force at all times a full maintenance agreement including parts & labour.

Defect Condition

Additional policy exclusion Building Defects and Remedial Work Exclusion
(applicable to ALL sections of the policy)

We will not pay any claims for Damage to Insured Property, Personal Injury, Property Damage, Loss, or Legal Expenses caused directly or indirectly by, contributed by or arising from defect in any item, structural defect, faulty design, faulty workmanship, error or omission as outlined within the report issued by Scotia Property Maintenance Pty Ltd dated 27/06/2022.

Flood

This policy is extended to include flood.
The word 'flood' is deleted from exclusion 1.e on page 36 and exclusion e on page 41.

Risk Survey

CERTIFICATE OF CURRENCY

strata unit underwriters

Cover under this policy is subject to a Risk Survey being conducted by Strata Unit Underwriters and implementation by the insured of any suggested risk improvements within 60 days of request.

Should the insured not make the reasonable suggested risk improvements within 60 days of request, and should the Risk Survey of the premises show an increased risk of loss, damage or liability in relation to the premises, Strata Unit Underwriters may charge an additional premium, change the cover of your policy and/or impose special conditions to reflect the increased risk of loss, damage or liability. Strata Unit Underwriters may also cancel the policy if permitted by the Insurance Contracts Act 1984 (Cth).

It is important for the insured to know that Strata Unit Underwriters may make changes to this Policy as a result of a change in the insured's information. When there is a change, Strata Unit Underwriters will inform you. If the insured is not satisfied with the changes, the insured may cancel the policy.

CERTIFICATE OF CURRENCY

suu
strata unit underwriters

IMPORTANT NOTICES

It is important to read and consider the Product Disclosure Statement when deciding whether to purchase this insurance. You should consider whether this product is appropriate for your financial circumstances, objectives and needs. After reading this notice if any matter relating to your policy is unclear to you or you have any questions at all in relation to the insurance, please contact us for an answer or explanation as soon as possible.

Strata Unit Underwriting Agency Pty Limited T/A Strata Unit Underwriters (SUU) hereby gives notice that this contract is issued under an authority by the Insurer/s named on Your Quotation or Policy Schedule. SUU is an agent of the Insurer and not the Insured.

Clients who are not fully satisfied with our services should contact our Internal Disputes Resolution Officer. SUU also subscribes to the Australian Financial Complaints Authority, a free customer service. Further information is available within the Product Disclosure Statement (PDS) or via our website.

Please review the sums insured as noted on your Quotation or Policy Schedule to ensure they are up-to-date and take into account your objectives, financial situation, needs and requirements of any relevant legislation.

When answering our questions you must be honest, as the answers will form the basis of our decision to insure you. Your answers apply to you and to anyone else that may be insured under the policy. If you have not answered our questions in this way, we may reduce or refuse to pay a claim, or cancel the policy.

GENERAL ADVICE WARNING

The general advice provided has not taken into account your objectives, financial situation or needs. You must therefore assess whether it is appropriate, in the light of your own individual objectives, financial situation or needs, to act upon this advice.

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

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

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

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

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

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

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

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

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

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

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

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

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

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

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**.

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

VALA

Your Reference:	LD:77885561-010-0.18172
Certificate No:	92918097
Issue Date:	26 AUG 2025
Enquiries:	ESYSPROD

Land Address: APARTMENT 211, LEVEL 2, 90 WHITE STREET MORDIALLOC VIC 3195

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42618257	33	539940	11624	322	$0.00

Vendor: GEORGETTE YOUSEF

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS GEORGETTE YOUSEF	2025	$115,000	$975.00	$0.00	$0.00

Comments: Land Tax of $975.00 has been assessed for 2025, an amount of $975.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

CAPITAL IMPROVED VALUE (CIV):	$580,000
SITE VALUE (SV):	$115,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Land Tax

Certificate No: 92918097

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $115,000

Calculated as $975 plus ($115,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,800.00

Taxable Value = $580,000

Calculated as $580,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 92918097

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: 92918097

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

VALA

Your Reference:	LD:77885561-010-0.18172
Certificate No:	92918097
Issue Date:	26 AUG 2025
Enquires:	ESYSPROD

Land Address: APARTMENT 211, LEVEL 2, 90 WHITE STREET MORDIALLOC VIC 3195

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42618257	33	539940	11624	322	$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:	$580,000
SITE VALUE:	$115,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92918097

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

VALA

Your Reference:	LD:77885561-010-0.18172
Certificate No:	92918097
Issue Date:	26 AUG 2025

Land Address: APARTMENT 211, LEVEL 2, 90 WHITE STREET MORDIALLOC VIC 3195

Lot	Plan	Volume	Folio
33	539940	11624	322

Vendor: GEORGETTE YOUSEF

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.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 92918097

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 92918093

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: 92918093

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.

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

BUILDING CERTIFICATE
Building Regulations 2018
Regulation 51 (1)

City of
KINGSTON

Certificate Number : JA:SLAGM1:521439
Your Reference: 77885561-016-2:82300
Contact: Michelle Slagter
Phone number: 9581 4130

26 August 2025

Property Address: **Apartment 211 / 90 White Street, MORDIALLOC VIC 3195**

Regulation 51(1)

There is no record of any Building Permits being issued for construction on the allotment during the last 10 years.

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

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

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

John Anagianis
Municipal Building Surveyor