

Contract of Sale

Property:

Unit 5, 36 Melaleuca Drive, Carrum VIC 3197

MM Conveyancing Pty Ltd
25a Castleton Avenue
TARNEIT VIC 3029
Tel: 0469617350
Ref: A:25-2392

Contract of Sale

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Orlagh Lilian Corvan

State nature of authority, if applicable:

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

Table of Contents

Particulars of Sale	5
Special Conditions	7
General Conditions	8
1. ELECTRONIC SIGNATURE	8
2. LIABILITY OF SIGNATORY	8
3. GUARANTEE	8
4. NOMINEE	8
5. ENCUMBRANCES	8
6. VENDOR WARRANTIES	8
7. IDENTITY OF THE LAND	9
8. SERVICES	9
9. CONSENTS	9
10. TRANSFER & DUTY	9
11. RELEASE OF SECURITY INTEREST	9
12. BUILDER WARRANTY INSURANCE	10
13. GENERAL LAW LAND	10
14. DEPOSIT	11
15. DEPOSIT BOND	11
16. BANK GUARANTEE	12
17. SETTLEMENT	12
18. ELECTRONIC SETTLEMENT	12
19. GST	13
20. LOAN	14
21. BUILDING REPORT	14
22. PEST REPORT	14
23. ADJUSTMENTS	14
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING	14
25. GST WITHHOLDING	15
26. TIME & CO OPERATION	16
27. SERVICE	17
28. NOTICES	17
29. INSPECTION	17
30. TERMS CONTRACT	17
31. LOSS OR DAMAGE BEFORE SETTLEMENT	17
32. BREACH	18
33. INTEREST	18
34. DEFAULT NOTICE	18
35. DEFAULT NOT REMEDIED	18

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: results@realttimeagent.com.au
Tel: 03 9772 7077 Mob: Fax: Ref:

Vendor

Name: Orlagh Lilian Corvan
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: MM Conveyancing Pty Ltd
Address: 25a Castleton Avenue, Tarneit VIC 3029
Email: info@mmconveyancers.com.au
Tel: 0469617350 Mob: Fax: Ref: 25-2392

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11415 Folio 386	10	PS 715717R

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 5, 36 Melaleuca Drive, Carrum VIC 3197

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

All fixtures and fittings of a permanent nature. As inspected

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

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

OR

- ☐ a residential tenancy for a fixed term ending on / /20.....

OR

- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

- **Subject to Provide Owners corporation Certificates before Settlement.**

CONTRACT OF SALE - SPECIAL CONDITIONS

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

4. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

5. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

6. Foreign resident capital gains withholding

- 6.1 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.
- 6.2 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.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 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.
- 6.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 6.6 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.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 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.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. Electronic Conveyancing

Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law* if the box on the 'Particulars' page is marked "EC".

- 7.1 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 7.3 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*

- (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction 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.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 7.9 The vendor must:
 - (a) before settlement 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.
- 7.10 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.

8. GST Withholding

- 8.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 8.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - (b) ensure that the representative does so.
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this 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.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) 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.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 8.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 8.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

- 8.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 8.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 8.12 This special condition will not merge on settlement.

9. Property Controls and Representation and Warranty as to Building

- 9.1 The purchaser
- (a) Accepts the property with all property controls and approvals and in its present condition with all defects and non-compliance with any property controls or approvals;
 - (b) Acknowledged that the decision to purchase the property was based on the purchaser's own investigations and that no representations were made by or on behalf of the vendor or vendor's agents as to the condition of the property or any of the matters referred to in special condition 7.1(a); and
 - (c) Must not exercise any purchaser rights in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the vendor's title to the property.
- 9.2 As from the settlement date, the purchaser:
- (a) Assumes full responsibility for compliance with each applicable property control and approval insofar as they relate to the property; and
 - (b) Agrees to keep the vendor indemnified at all times against liability arising out of a failure to comply with a Property Control.
- 9.3 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly release the vendor and/or the vendor's agents from any claims or demands in respect thereof.

10. Adjustments

- The purchaser must prepare and deliver a statement of adjustments of the outgoings to the vendor's legal representative at least 2 business days before the date settlement is due accompanied by copies of information statements or information certificates from the relevant authorities relating to the adjustments. If the purchaser does not comply with special condition 10;
- (a) The vendor is not obliged to settle this contract until 2 business days after the date on which the purchaser delivers the statement of adjustments accompanied by the copies of information statements or information certificates from the relevant authorities relating to the adjustments to the vendor's legal representative; and
 - (b) The purchaser must pay interest under general condition calculated from and including the date settlement is due to and including the date settlement occurs.

11. Settlement and Rescheduling Fee

Should the purchaser require that the settlement take place on any date other than the date contained in the contract of sale, then the purchaser may be required to pay the vendor's legal representative a fee of ~~\$250.00~~ (including GST) ("Rescheduling Fee"). This rescheduling fee (if applicable) must be allowed by the purchaser to the vendor in the statement of adjustments. The purchaser acknowledges that the rescheduling fee is a reasonable pre-estimate of additional legal costs incurred by the vendor as a result of the vendor's legal representative having to reschedule settlement.

12. Swimming Pools and Smoke Alarms

12.1 The vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days of the date of completion of the contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

12.2 The vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

13. Purchaser Acknowledgments

The purchaser hereby acknowledges that prior to execution of the contract in relation to the purchase of the land the purchaser received from the vendor, vendor's agent or vendor's legal representative a copy of the vendor statement signed by the vendor, a copy of the special conditions referred to in the contract and a copy of a due diligence checklist.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
 - 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
 - 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
 - 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
 - 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
 - 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
 - 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
 - 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
 - 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
 - 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
 - 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
 - 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.
- 20. LOAN**
 - 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
 - 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
 - 20.3 All money must be immediately refunded to the purchaser if the contract is ended.
- 21. BUILDING REPORT**
 - 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
 - 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
 - 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
 - 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
 - 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.
- 22. PEST REPORT**
 - 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
 - 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
 - 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
 - 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
 - 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.
- 23. ADJUSTMENTS**
 - 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
 - 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
 - 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.
- 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**
 - 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or

- (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, ... of
.....

and..... of
.....

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

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

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

this day of 2025

SIGNED by the said

)

)

Print Name:

)

.....

Director (Sign)

in the presence of:

)

)

Witness:

)

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land

UNIT 5, 36 MELALEUCA DRIVE, CARRUM VIC 3197

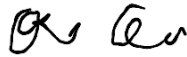
Vendor's name

Orlagh Lilian Corvan

Date

01/07/2025

Vendor's signature



Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed:

\$ 5,000.00

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

Nil

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the vendor knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☐ The required specified information is as follows:

(a) Name of planning scheme	Kingston Planning Scheme
(b) Name of responsible authority	Kingston City Council
(c) Zoning of the land	NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ) NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 (NRZ7)
(d) Name of planning overlay	ENVIRONMENTAL AUDIT OVERLAY (EAO)

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

Nil

4.3 Compulsory Acquisition

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

Nil

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) **Registered Title**

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

Register Search Statement and Instruments

Copy of Plan

Land Property Reports

Council Rate Notice

Water Bill

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11415 FOLIO 386

Security no : 124125373600C
Produced 16/06/2025 04:53 PM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 715717R.
PARENT TITLES :
Volume 11396 Folio 352 to Volume 11396 Folio 366
Created by instrument PS715717R 11/04/2013

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ORLAGH LILIAN CORVAN of TOWNHOUSE 5 36 MELALEUCA DRIVE CARRUM VIC 3197
AR934276D 15/02/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY260445B 31/07/2024
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987
AK028250M 16/11/2012

DIAGRAM LOCATION

SEE PS715717R 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: TOWNHOUSE 5 36 MELALEUCA DRIVE CARRUM VIC 3197

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 31/07/2024

OWNERS CORPORATIONS

The land in this folio is affected by

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

Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS715717R

DOCUMENT END

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS715717R
Number of Pages (excluding this cover sheet)	4
Document Assembled	16/06/2025 16:53

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION PLAN UNDER SECTION 32A OF THE SUBDIVISION ACT 1988		STAGE No. / EDITION 1	LRS use only PS 715717R	
Location of Land Parish: LYNDHURST Township: - Section: - Crown Allotment: 101 (PART) Crown Portion: - LRS Base Record: DCMB Title Reference: Last Plan Reference: PS 708959F Postal Address: 43 - 45 Mc LEOD ROAD, (at time of subdivision) CARRUM 3197 MGA Co-ordinates E 335 855 Zone 55 (of approx. centre of land in plan) N 5 784 325		Council Certification and Endorsement Council Name: CITY OF KINGSTON Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of Subdivision Act 1988. <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
Vesting of roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging: This is not a staged subdivision Planning Permit No.		
NIL	NIL	Depth Limitation: DOES NOT APPLY THIS IS A SPEAR PLAN. LEVELS SHOWN THUS ▼ 4.15 ARE TO AUSTRALIAN HEIGHT DATUM VIDE PM 166 RL: 1.97 THE EASEMENTS SHOWN AS E-4 ON PS 708959F WILL MERGE UPON REGISTRATION OF THIS PLAN. CP1: DENOTES COMMON PROPERTY No.1 THE AREAS SHOWN ON SHEET 2 RELATE TO THE GROUND STOREY ONLY. OWNERS CORPORATION NOTATION 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. Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -		
Easement Information		LRS use only Statement of Compliance/ Exemption Statement RECEIVED ☒ DATE 18/3/2013 LRS use only PLAN REGISTERED TIME 1:52 PM DATE 11/4/13 LW Assistant Registrar of Titles Sheet 1 of 4 sheets		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1,E-2	DRAINAGE	1.22	LP 9795	LOTS ON LP 9795
E-1,E-2	DRAINAGE	1.22	LP 20835	LOTS ON LP 20835
E-1,E-2	DRAINAGE	1.22	THIS PLAN	CITY OF KINGSTON
E-1,E-3	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION
E-4	PARTY WALL	0.15	THIS PLAN	THE RELEVANT ABUTTING LOT ON THIS PLAN
Nilsson, Noel & Holmes (Surveyors) Pty Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119				LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS. SIGNATURE DIGITALLY SIGNED DATE 03/12/2012 REF 2721 DWG No. 2721S VER 01 DISK No. P:/2721
				DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number
	PS 715717R	



Nilsson, Noel & Holmes (Surveyors) Pty Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Fax (03) 5996 6119



DIAGRAM 1

GROUND STOREY & GROUND LEVEL

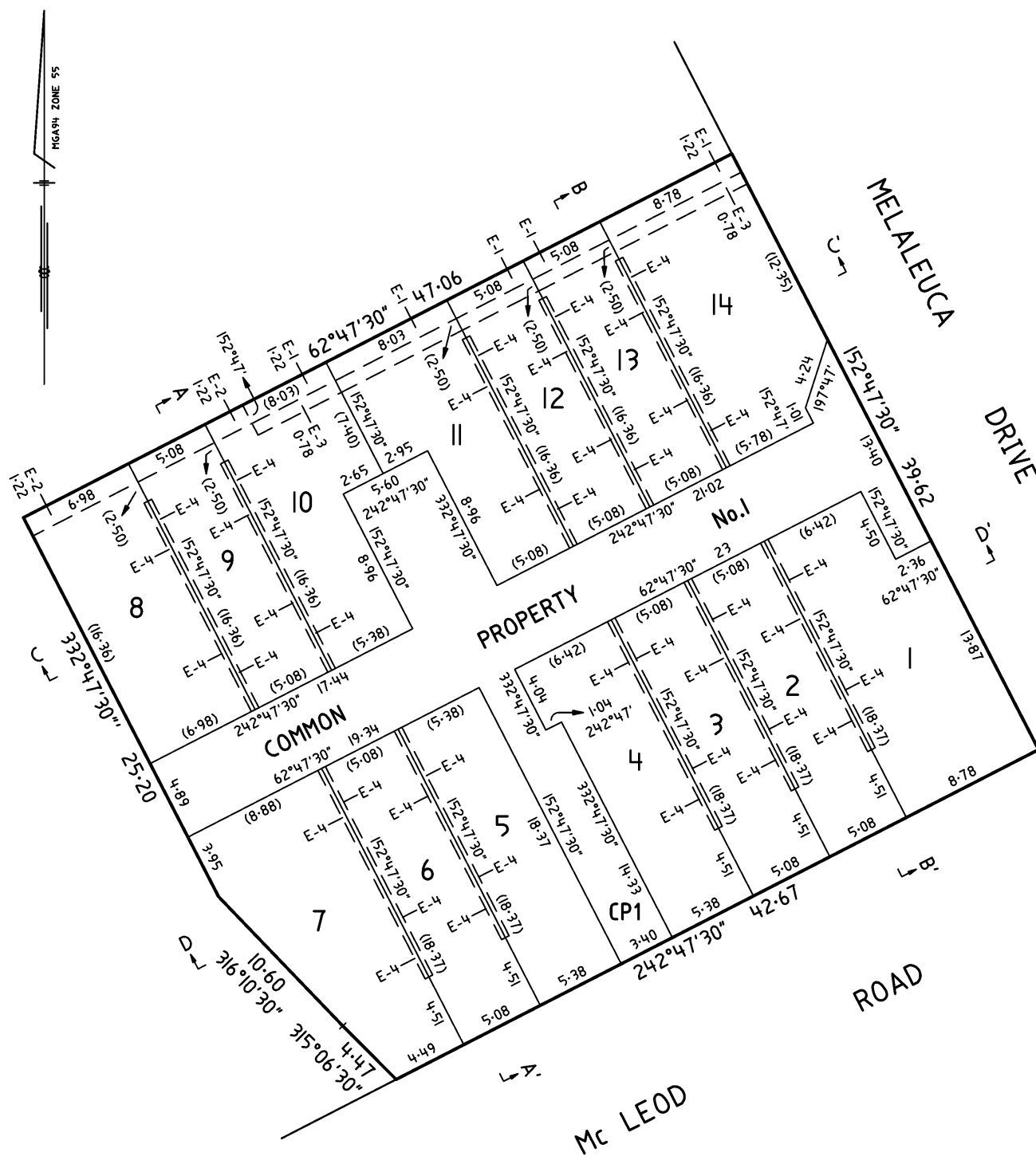
ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS		SHEET 2	
SCALE	SHEET SIZE	2.5 0 2.5 5 7.5 10		SIGNATURE	DATE	DATE / /	
1:250	A3	LENGTHS ARE IN METRES		REF 2721	03/12/2012	COUNCIL DELEGATE SIGNATURE	
				DWG No. 2721S	VER 01	Original sheet size A3	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 715717R



Nilsson, Noel & Holmes (Surveyors) Pty Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners.

8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Fax (03) 5996 6119



DIAGRAM 2

TOPMOST STOREY

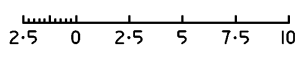
ORIGINAL

SCALE

SCALE

1:250

SHEET
SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS

SIGNATURE DATE 03/12/2012

REF 2721

DWG No. 2721S

VER 01

DISK No.
P:2721

SHEET 3

DATE / /

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION		Stage No.	Plan Number PS 715717R				
Mc LEOD ROAD BOUNDARY SITE SITE LEVEL 15:35 16:87 LOTS 8, 9, 10 CP1 RL 4.15 1.01 15:35 16:87 LOTS 5, 6, 7 CP1 RL 4.15 1.50 15:35 16:87 TOPMOST STOREY (SEE DIAG. 2) GROUND STOREY (SEE DIAG. 1) Mc LEOD ROAD BOUNDARY SITE SITE LEVEL 15:35 16:87 LOTS 11, 12, 13, 14 CP1 RL 4.15 1.01 15:35 16:87 LOTS 1, 2, 3, 4 RL 4.15 1.50 Mc LEOD ROAD BOUNDARY SITE SITE LEVEL SECTION A-A' (TYPICAL) NOT TO SCALE COMMON PROPERTY No.1 SECTION B-B' (TYPICAL) NOT TO SCALE COMMON PROPERTY No.1 SECTION C-C' (TYPICAL) NOT TO SCALE TOPMOST STOREY (SEE DIAG. 2) GROUND STOREY (SEE DIAG. 1) MELALEUCA DRIVE BOUNDARY SITE SITE LEVEL LOT 8 LOT 9 LOT 10 LOT 11 LOT 12 LOT 13 LOT 14 CP1 RL 4.15 0.30 LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 CP1 RL 4.15 0.30 LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 CP1 RL 4.15 0.30 MELALEUCA DRIVE BOUNDARY SITE SITE LEVEL SECTION D-D' (TYPICAL) NOT TO SCALE COMMON PROPERTY No.1							
ORIGINAL SCALE SHEET SIZE A3 NTS		SCALE LENGTHS ARE IN METRES		LICENSED SURVEYOR (PRINT) STANLEY G. JEFFREYS SIGNATURE DATE 03/12/2012 REF 2721 DWG No 2721S VER 01 DISK No. P:/2721		SHEET 4 DATE / / COUNCIL DELEGATE SIGNATURE	
Nilsson, Noel & Holmes (Surveyors) Pty Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners. 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119 							

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AK028250M
Number of Pages (excluding this cover sheet)	10
Document Assembled	16/06/2025 16:53

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AK028250M

16/11/2012 \$180.30 173



Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Phone: *Sunnyoaks Conveyancing*

Address:

Ref:

Customer Code: *4971N*

The Authority or council having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificates of Title Volume 10428 Folio 506, Volume 09497 Folio 734, Volume 09497 Folio 735, Volume 09497 Folio 736, Volume 09497 Folio 737, Volume 09497 Folio 738, Volume 09497 Folio 739, Volume 10958 Folio 213, Volume 09497 Folio 741, Volume 09497 Folio 742, Volume 09497 Folio 743, Volume 09497 Folio 744

Authority: Kingston City Council, Municipal Offices, 1230 Nepean Highway, Cheltenham, Vic
(PO Box 1000, Mentone).

Section and Act under which agreement made: Section 173 Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Date: 14th November 2012

Signed:

[Signature]
Ian Nice
Manager Planning

AK028250M

16/11/2012 \$180.30 173



Date 14th / November

/ 2012

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 43 – 45 McLeod Road Carrum

Kingston City Council

and

Melbourne Property Pty Ltd

AK028250M

16/11/2012 \$180.30 173



Contents

1.	Definitions	2
2.	Interpretation	3
3.	Owner's specific obligations	3
3.1	Compliance with the Development Permit	3
3.2	Expiry of Development Permit	3
4.	Owner's further obligations	4
4.1	Notice and registration	4
4.2	Further actions	4
4.3	Council's costs to be paid	4
5.	Agreement under section 173 of the Act.....	4
6.	Owner's warranties	4
7.	Successors in title.....	4
8.	General matters	5
8.1	Notices	5
8.2	No waiver	5
8.3	Severability	5
8.4	No fettering of Council's powers	5
8.5	Inspection of documents	5
8.6	Governing law	5
9.	Commencement of Agreement.....	5
10.	Ending of Agreement	6

Agreement under section 173 of the Planning and Environment Act 1987

Dated 14th/ November / 2012

AK028250M



Parties

Name	Kingston City Council
Address	1230 Nepean Highway, Cheltenham, Victoria
Short name	Council

Name	Melbourne Property Pty Ltd
Address	37 James Park Drive Brighton
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition [2] of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consent to the Owner entering into this Agreement. The Parties enter into this Agreement:

to give effect to the Planning Permit and the Development Permit; and

to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AK028250M



The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.

Caveator means the person registered as caveator of the Subject Land or any part of it.

Development Permit means planning permit No. *KP485/2011* as amended from time to time, issued on *19th of March 2012*, authorising development of the Subject Land.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. *KP504/2012*, as amended from time to time, issued on *9th of October 2012*, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Kingston Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 43-45 McLeod Road Carrum being the land referred to in Certificate of Title

Unit 1 43-45 McLeod Road Carrum Volume 10428 Folio 506,
Unit 2 43-45 McLeod Road Carrum Volume 09497 Folio 734,
Unit 3 43-45 McLeod Road Carrum Volume 09497 Folio 735,
Unit 4 43-45 McLeod Road Carrum Volume 09497 Folio 736,
Unit 5 43-45 McLeod Road Carrum Volume 09497 Folio 737,
Unit 6 43-45 McLeod Road Carrum Volume 09497 Folio 738,
Unit 7 43-45 McLeod Road Carrum Volume 09497 Folio 739,
Unit 8 43-45 McLeod Road Carrum Volume 10958 Folio 213,
Unit 9 43-45 McLeod Road Carrum Volume 09497 Folio 741,
Unit 10 43-45 McLeod Road Carrum Volume 09497 Folio 742,
Unit 11 43-45 McLeod Road Carrum Volume 09497 Folio 743,
Unit 12 43-45 McLeod Road Carrum Volume 09497 Folio 744,

and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

AK028250M



2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Owner's specific obligations

3.1 Compliance with the Development Permit

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.2 Expiry of Development Permit

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

AK028250M

16/11/2012 \$180.30 173



4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner:

4.2.1 must do all things necessary to give effect to this Agreement;

4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:

(a) signing any further agreement, acknowledgment or document; and

(b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

7.1 give effect to this Agreement; and

7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

AK028250M



8. General matters

8.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

AK028250M

16/11/2012 \$180.30 173



10. Ending of Agreement

- 10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

✓

AK028250M

16/11/2012 \$180.30 173

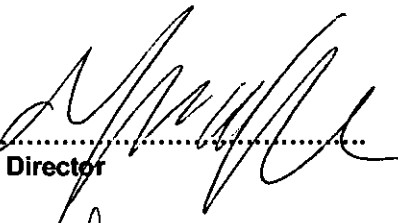


Signing Page

Executed by Melbourne Property Pty Ltd
In accordance with Section 127 of the Corporations
Act 2001 in the presence of:


.....
Director/Company secretary

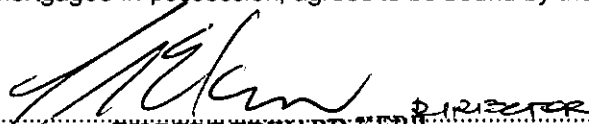
MICHAEL JONES
.....
Name of Director/Company secretary


.....
Director

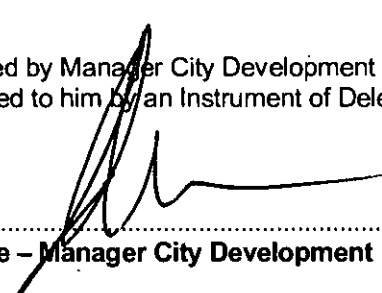
MICHAEL JONES
.....
Name of Director

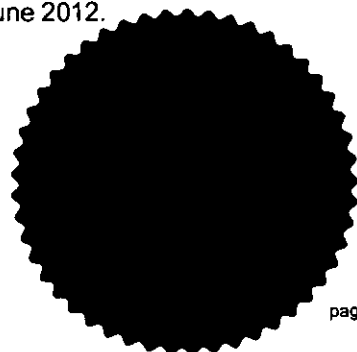
Mortgagee's Consent

POOLED INVESTMENTS PTY LTD as Mortgagee under Instrument of Mortgage No. **AJ787604Y** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


.....
GILBERT EDWARD KERR

Executed by Manager City Development on behalf of Kingston City Council pursuant to the power delegated to him by an Instrument of Delegation dated the 25th day of June 2012.


.....
Ian Nice – Manager City Development





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 16/06/2025 04:53:34 PM

OWNERS CORPORATION 1
PLAN NO. PS715717R

The land in PS715717R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 14.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

DR STRATA MANAGEMENT SUITE 1 94 HIGH STREET BERWICK VIC 3806

AM607081P 03/03/2016

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC017631T 11/04/2013

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 16/06/2025 04:53:34 PM

OWNERS CORPORATION 1
PLAN NO. PS715717R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Total	1400.00	1400.00

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

Statement End.

Owners Corporation 715717

43-45 Mcleod Road
CARRUM VIC 3197



Strata Management Victoria
ABN: 17062704750
P O Box 379
BERWICK VIC 3806
Ph: 03 9707 5330
info@smvic.com.au

Corvan, Orlagh
Unit 5/36 Melaleuca
CARRUM VIC 3197

Statement
ABN: 72 438 654 590
Date of Notice 10/03/2025

OWNERS CORPORATION **FINAL** NOTICE

Owners Corporations Act 2006 Sections 23, 24 & 32 Owners Corporation Regulations 2018 and Owners Corporation Rules

RE: Lot 10, Unit 10 OC715717, 43-45Mcleod Road CARRUM VIC 3197

Notice is hereby given by the Owners Corporation Plan of Subdivision 715717 pursuant to Sections 30 & 32 of The Owners Corporations Act 2006 (Act) that the following overdue fees, charges and interest are due and payable immediately. If payment is not received within 28 days of the date of this Notice the Owners Corporation intends to take action under Part 11 of the Owners Corporations Act 2006 to recover the amount due. This includes applying to the Victorian Civil and Administrative Tribunal (VCAT) or a court of competent jurisdiction seeking an order requiring you to pay.

Due Date	Ref.	Details	Admin	Maintenance	Int	Paid	Due
01/02/2025	41	Standard Fee Contribution Schedule (01/02/25 - 31/07/25)	\$1,297.07	\$71.43	\$6.30	\$809.66	\$565.14
10/03/2025	55	Charge for final notice dated 10/03/2025	\$55.00	\$0.00	\$0.00	\$0.00	\$55.00
No GST has been charged.						Total Amount Due \$620.14	

Interest will accrue daily on overdue fees and charges by \$0.15 until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.

Page 1 of 1



Ways to pay



CARD OR DIRECT DEBIT

DEFT Reference Number
237877436 190591

Visit def.com.au to pay by card or direct debit.
Payments may attract a surcharge.



BPAY

Biller Code: 96503
Ref: 237877436 190591

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.



POST BILLPAY



*496 237877436 190591

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to Mcleod Road 43-45 OC715717-SMV

Important information on fees and charges

Owners Corporations Act 2006 Section 23, 24 & 31, Owners Corporations Regulations 2018 and Owners Corporation Rule

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and financial hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time, contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The [National Debt Helpline – Debt Problems - Strata Levies](http://www.ndh.org.au/debt-problems/strata-levies) (www.ndh.org.au/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.

If you're feeling overwhelmed and need help to deal with financial issues, you can get free, independent, and confidential advice from a community based financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the [National Debt Helpline's find a financial counsellor page](http://www.ndh.org.au/financial-counselling/find-a-financial-counsellor) (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- the owners corporation internal dispute resolution process
- conciliation through Consumer Affairs Victoria
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the [Consumer Affairs Victoria website](http://consumer.vic.gov.au/contact) (consumer.vic.gov.au/contact).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

OWNER LEDGER from 01/01/25 to 06/06/25

Contribution Schedule

O/Corp: 715717
Building Address: 43-45 Mcleod Road

Units: 14

Lots: 14

Suburb: CARRUM
Building Name: 43-45 Mcleod Road
GST?: No

State: VIC **Post Code:** 3197

ABN: 72 438 654 590
Manager: Georgina Ayache

Lot 10	Unit 10	Corvan, Orlagh			
Date	Ref	Details	Debit	Credit	Balance
01/01/25		Opening Balance	\$0.00	\$359.66	\$359.66 CR
02/01/25	79	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$449.66 CR
16/01/25	83	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$539.66 CR
30/01/25	90	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$629.66 CR
01/02/25	41	Standard Fee Contribution Schedule From: 01/02/2025 To: 31/07/2025	\$1,368.50	\$0.00	\$738.84 DR
13/02/25	98	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$648.84 DR
27/02/25	102	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$558.84 DR
10/03/25	55	Charge for final notice dated 10/03/2025	\$55.00	\$0.00	\$613.84 DR
13/03/25	107	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$523.84 DR
27/03/25	109	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$433.84 DR
10/04/25	110	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$343.84 DR
24/04/25	111	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$253.84 DR
08/05/25	112	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$163.84 DR
22/05/25	113	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$90.00	\$73.84 DR
05/06/25	114	Receipt; Standard Fee Contribution Schedule for 01/02/2025 to 31/07/2025 Levy Ref# 41	\$0.00	\$18.84	\$55.00 DR
05/06/25	115	Receipt; Standard Fee Contribution Schedule for 01/08/2025 to 31/01/2026 Levy Ref# 42	\$0.00	\$16.16	\$38.84 DR

OWNER LEDGER from 01/01/25 to 06/06/25

Contribution Schedule

O/Corp: 715717

Building Address: 43-45 Mcleod Road

:

Suburb: CARRUM

Building Name: 43-45 Mcleod Road

GST?: No

Units: 14

State: VIC

ABN: 72 438 654 590

Manager: Georgina Ayache

Lots: 14

Post Code: 3197

Lot 10	Unit 10	Corvan, Orlagh (Continued)			
Date	Ref	Details	Debit	Credit	Balance
05/06/25	116	Receipt; Charge for final notice dated 10/03/2025 Levy Ref# 55	\$0.00	\$55.00	\$16.16 CR
		Closing Balance	\$1,423.50	\$1,439.66	\$16.16 CR
		Interest Due	\$0.00		\$0.00
		Total Balance	\$1,423.50	\$1,439.66	\$16.16 CR

From www.land.vic.gov.au at 16 June 2025 04:27 PM

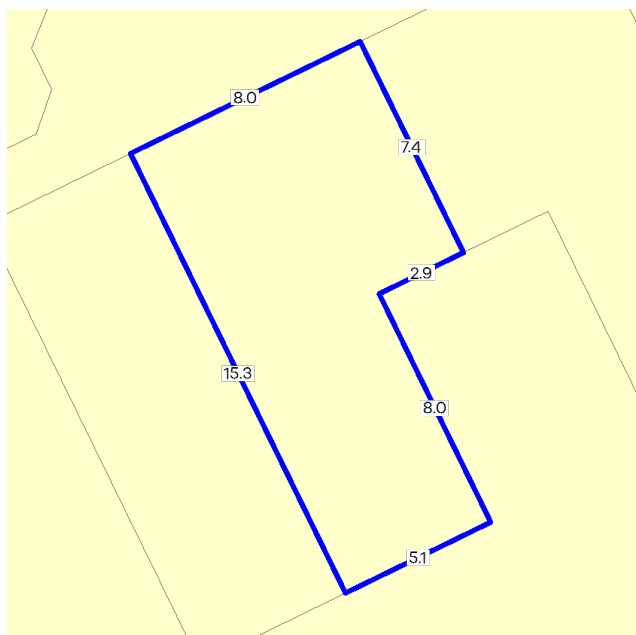
PROPERTY DETAILS

Address: **5/36 MELALEUCA DRIVE CARRUM 3197**
Lot and Plan Number: **Lot 10 PS715717**
Standard Parcel Identifier (SPI): **10\PS715717**
Local Government Area (Council): **KINGSTON**
Council Property Number: **517402**
Directory Reference: **Melway 97 E7**

www.kingston.vic.gov.au

SITE DIMENSIONS

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



Area: 99 sq. m

Perimeter: 47 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

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

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.

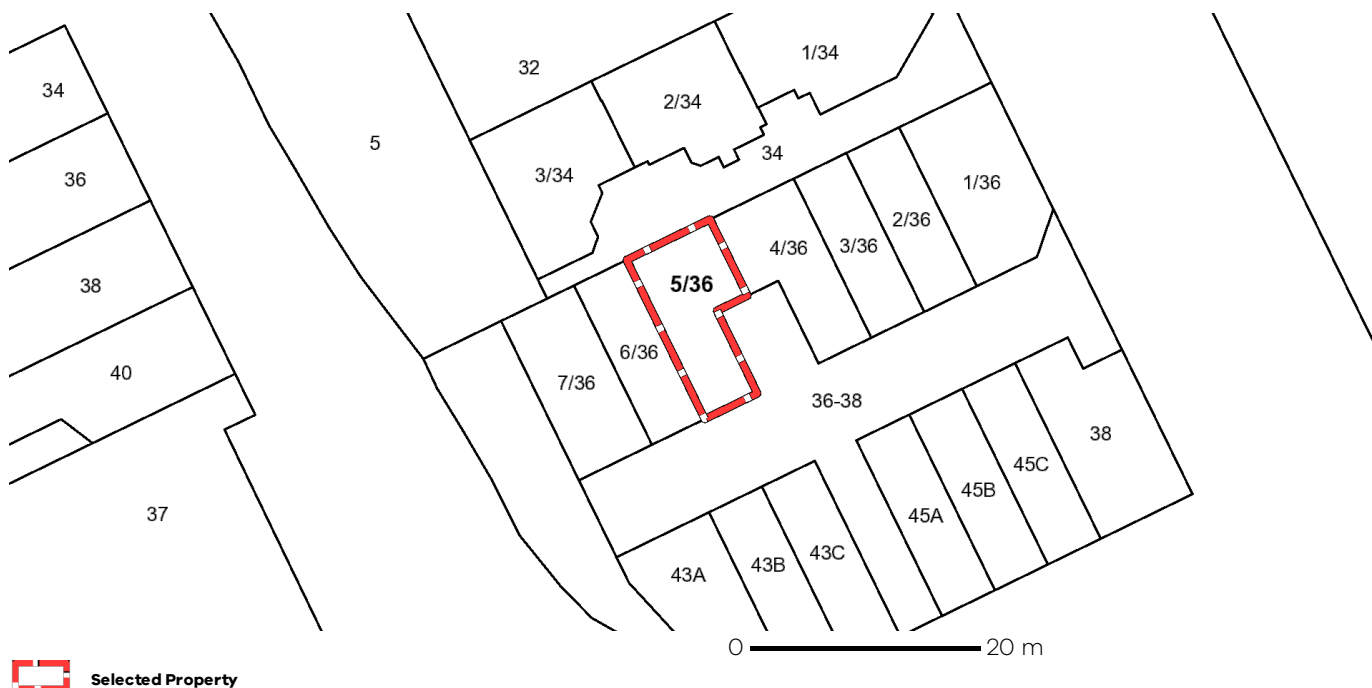
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 16 June 2025 04:27 PM

PROPERTY DETAILS

Address: **5/36 MELALEUCA DRIVE CARRUM 3197**
Lot and Plan Number: **Lot 10 PS715717**
Standard Parcel Identifier (SPI): **10\PS715717**
Local Government Area (Council): **KINGSTON**
Council Property Number: **517402**
Planning Scheme: **Kingston**
Directory Reference: **Melway 97 E7**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

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: **CARRUM**

OTHER

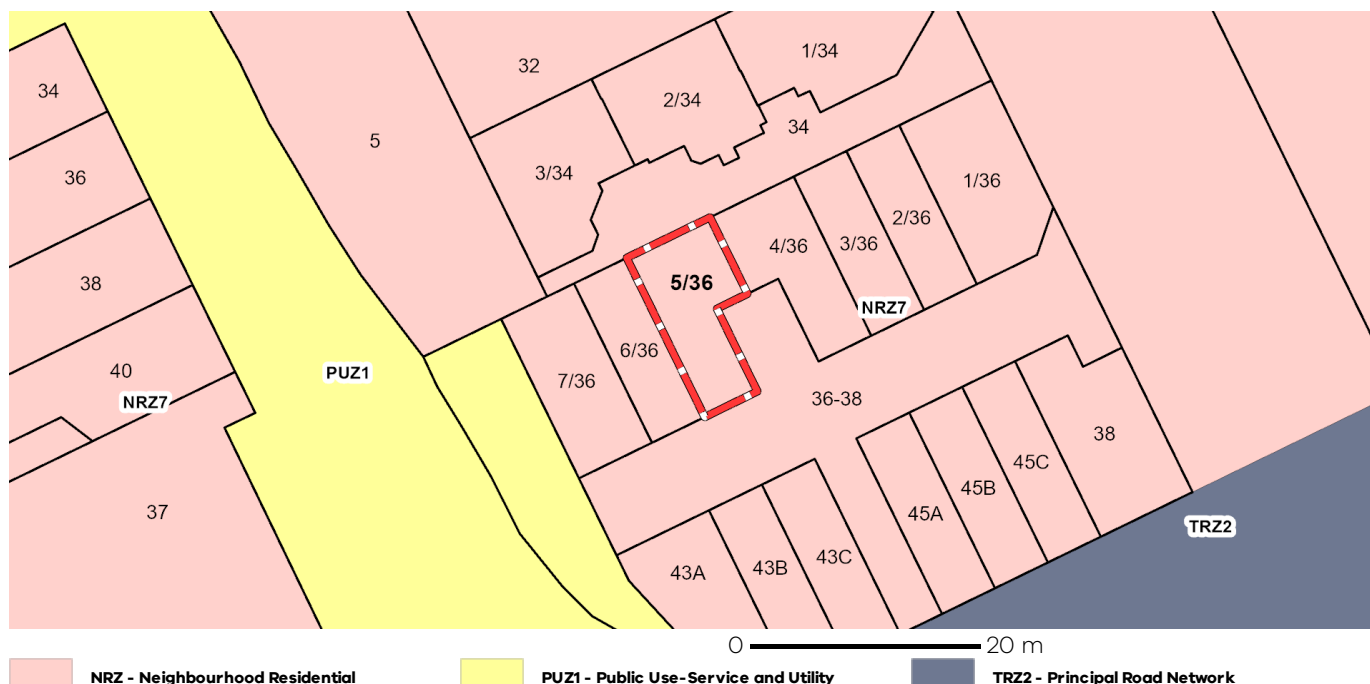
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 \(NRZ7\)](#)



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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

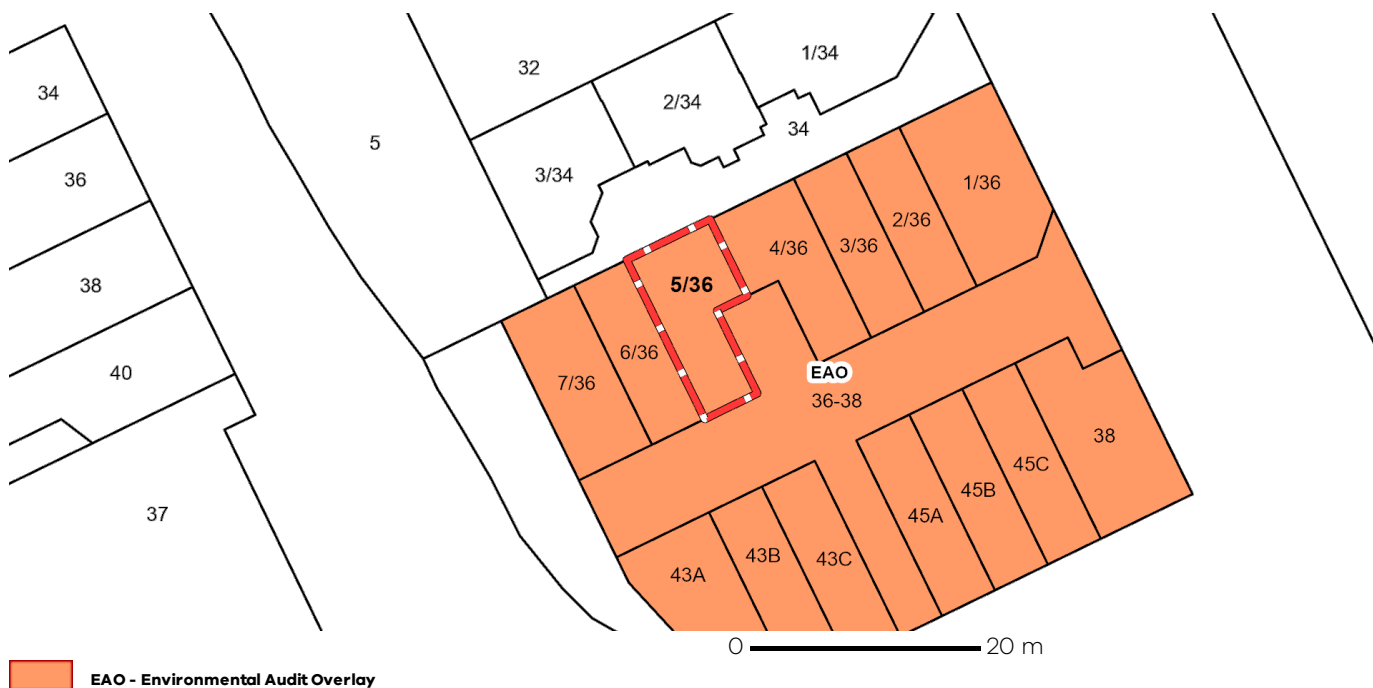
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: 5/36 MELALEUCA DRIVE CARRUM 3197

Page 1 of 6

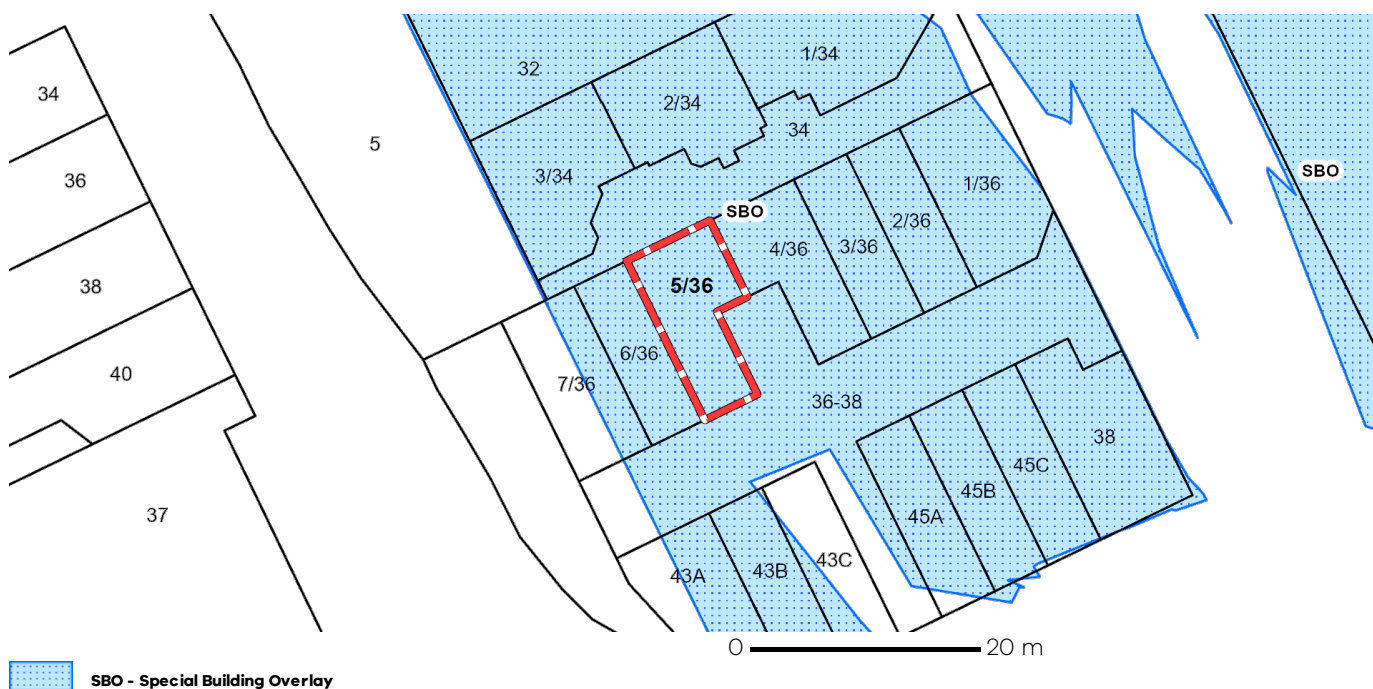
Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)



SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



LSIO - Land Subject to Inundation Overlay

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 <http://www.aav.nrms.net.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.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on .

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

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

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

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

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

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

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

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.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 \(environment.vic.gov.au\)](#)



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

Rates & Valuation Notice

NOTICE FOR PERIOD 1 JULY 2024 TO 30 JUNE 2025



026 0005263

O L Corvan
5 36 Melaleuca Dr
CARRUM VIC 3197

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

PAY ONLINE
kingston.vic.gov.au/pay-rates

NOTICE SUMMARY

ASSESSMENT NUMBER **173708/7**
DATE ISSUED **06/08/2024**
TOTAL AMOUNT PAYABLE
\$1,658.15

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

Interest will be charged on outstanding arrears from 1 July 2024, unless agreed with Council.

PROPERTY DETAILS

DESCRIPTION
Unit 5 36 Melaleuca Drive,
CARRUM VIC 3197

SITE VALUE
\$190,000

CAPITAL IMPROVED VALUE
\$700,000

NET ANNUAL VALUE
\$35,000

OPERATIVE VALUATION DATE
1 July 2024

LEVEL OF VALUE DATE
1 January 2024

LAND USE (FOR FSPL)
Residential

AVPCC
120 - Single Unit/Villa
Unit/Townhouse

Council Rate & Charges 2024/2025

General Rate = CIV x 0.00175980 rate in \$	\$1,231.86
Municipal Charge	\$100.00
Waste Choice F-80lt Bin & Recycle Bin	\$228.00
Total Council Rate & Charges 2024/2025	\$1,559.86

Victorian Government Fire Services Property Levy 2024/2025

FRV Residential Rate =CIV X .000087 rate in \$	\$60.90
FRV Residential Fire Services Property Levy-Fixed	\$132.00
Total Victorian Government Fire Services Property Levy 2024/2025	\$192.90

Arrears, Payments & Other Charges

Arrears	\$25.39
Payments	-\$120.00
Total Arrears, Payments & Other Charges	-\$94.61

TOTAL \$1,658.15

Payments and ownership changes made after 22 July 2024 may not be shown on this notice.

PAYMENTS AND OWNERSHIP CHANGES MADE AFTER 1 JULY 2024 MAY NOT BE SHOWN IN THIS NOTICE.

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2024	\$343.70
30 NOVEMBER 2024	\$438.15
28 FEBRUARY 2025	\$438.15
31 MAY 2025	\$438.15

To take up the instalment option, please make the first payment by 30 September, 2024. Your first instalment will include any arrears outstanding (if any).

PAY A LUMP SUM

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

\$1,658.15

Due date 15 February 2025

new

Scan to pay

Pay in full or choose flexible instalment options that suit you.



Scan the QR code or visit payble.kingston.vic.gov.au to register and see weekly, fortnightly or monthly instalment options.

Register to receive your notice via email

Go to kingston.vic.gov.au/e-rates



Rates payment slip

IF PAYING BY MAIL, RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:

173708/7

RATEPAYER:

O L Corvan

PROPERTY DESCRIPTION:

Unit 5 36 Melaleuca Drive, CARRUM VIC 3197

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468
BILLER CODE
8938
REF
1737 087



BILLER CODE
8938
REF
1737 087



131 816
BILLER CODE
0327
REF
0017 3708 7



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

ARREARS ONLY \$0.00

INSTALMENT \$343.70

FULL PAYMENT \$1,658.15

INTERNAL USE ONLY



*327 001737087



*327 001737087



BASIS OF ASSESSMENT

Council uses the capital improved system of valuation. The following rates and charges apply:

- General rates, calculated by multiplying the capital improved valuation of the property by the rate in the dollar as set by Council
- A municipal charge, which is a flat amount applied to all rateable land
- A service charge applying to developed residential properties for the collection and disposal of refuse (includes the State Government Landfill Levy)

RATE CAPPING

Council has complied with the Victorian Government's rate cap of 2.75%. The cap applies to the average annual increase of rates and charges.

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

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

PAYMENT OPTIONS

4 instalments:

To pay by instalments, the first instalment, (including arrears, if any) must be paid in full on or by 30 September 2024. A reminder notice is issued prior to each subsequent instalment due date. Any part payment made prior to 30 September is not recognised as instalment payments, and reminder notices will not be sent out. If the account is not paid in instalments, the balance in full is required by 15 February 2025. If you would like to discuss a payment plan that works best for you, please contact us on 1300 653 356.

Direct Debit:

To apply, download the application form at kingston.vic.gov.au/dd-rates or call Customer Service on 1300 653 356 to obtain the required forms. Payment can only be made from a cheque or savings account. The 10 monthly payments schedule from September to June is on our website.

Direct Debit – Existing:

- You are automatically re-registered for direct debit this year. If your details have changed please contact Council.
- To cancel, you must notify Council in writing at least 14 days prior to the next debit date.

Direct Debit – New Applicants:

- Applications must be received by the 20th of August to commence direct debit payments.

Full/Lump sum Payments:

Payment in full must be made on or by 15 February 2025. All arrears, if any, must be paid immediately on receipt of this notice. Please notify Council if you are having difficulty paying.

Flexible Payments:

Flexible Payments are available via Payble. Flexible Payments will enable you to pay your rates via direct debit either monthly, fortnightly, or weekly from a nominated bank account or credit card.

- Flexible payments are available from your registration and commencement date of flexible payments, up until the 31st of May for each rating period.

- Flexible payments not made by this date will be subject to late interest charges.
- Flexible Payments are set up by the property owner on your personal device. Registration for Flexible Payments can be done using the QR code on the front of this notice.

For more info visit kingston.vic.gov.au/pay-rates

Or to register online please visit payble.kingston.vic.gov.au/

PENALTIES FOR FAILING TO PAY OR LATE PAYMENT

Overdue amounts will be charged interest at 10% per annum as set under the *Local Government Act 1989* and the *Penalty Interest Rates Act 1983*. Interest will be charged from 1 July 2024.

Instalments:

If the first instalment was paid in full by the date it was due, but a subsequent instalment payment is not made or is paid late, interest is calculated on and from the statutory date of the missed instalment and continues to be payable until the payment is made in full. Interest on overdue instalments will apply from 1 July 2024.

Full/Lump Sum Payment:

If the full/lump sum payment is not received on or by 15 February 2025, interest is calculated on and from the date on which each missed instalment was due and continues to be payable until the payment is made in full. Interest on overdue pay in full/lump sum payments will apply from 1 July 2024.

UNPAID RATES AND CHARGES

Where a rate or charge remains unpaid, Council may issue proceedings to recover it. In certain circumstances, where rates are more than 3 years overdue, and a court order has been obtained for the amount, Council may sell the property. Any unpaid rate or charge is a charge on the property.

RIGHTS OF OBJECTION TO RATE, CHARGE OR VALUATION

Regardless of any objection being made, the rates and charges shown on this notice must be paid by the due date otherwise interest will be charged from 1 July 2024.

HOW TO OBJECT TO RATE OR CHARGE

Please contact Council to discuss the matter, alternatively: A person who is aggrieved by a rate or charge imposed by the Council, or by anything included or excluded from such a rate or charge may appeal to the County Court under Section 184 of the *Local Government Act 1989*.

Any appeal must be lodged with the County Court within 60 days of receiving this notice. A person may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates); or
- that the rate or charge assessed was calculated incorrectly; or
- that the person rated is not liable to be rated.

A person cannot appeal to the County Court where an objection or appeal may be made under the *Valuation of Land Act 1960* (as amended).

HOW TO QUERY YOUR VALUATION

The values described elsewhere in this notice were assessed as at 1 January 2024. The next valuation date is 1 January 2025 and the values will be used in 2025/2026 for rating purposes.

The Valuation may be used for the purposes of a rate or tax levied by another authority. The

State Revenue Office uses the site value in assessing land tax. Further information on the use of valuations for land tax can be found on the State Revenue Office website sro.vic.gov.au

To query your valuation, go to kingston.vic.gov.au/valuationenquiry or write to Council's Property Data Department, PO Box 1000, Mentone 3194

HOW TO OBJECT TO YOUR VALUATION

A person who is aggrieved by a valuation has an opportunity to formally object to the valuation within two months from the date of issue of the notice. The grounds of objection are limited and are described in Section 17 of the *Valuation of Land Act 1960*. Valuation objections are processed in accordance with Part III of *Valuation of Land Act 1960* (amended). You will have the opportunity to discuss your objection with the Valuer and you will be required to provide sales or market evidence to support your opinion of value for the valuations assessed at 1 January 2024. If an objector is not satisfied with the outcome or has not heard from the Valuer after 4 months receiving the objection, they may apply to the Victorian Civil Administration Tribunal (VCAT) for review of the decision. Certain circumstances may warrant an application to the Victorian Supreme Court.

Any person proposing to pursue this course should consult the *Valuation of Land Act 1960* (as amended). If you wish to formally object to a valuation, please visit ratingvaluationobjections.vic.gov.au to lodge an objection online.

FIRE SERVICES PROPERTY LEVY

The Victorian Bushfire Royal Commission recommended that a property based Fire Services Property Levy be introduced to replace the old insurance based Fire Levy. The property based levy is collected with Council rates and all levy money collected is passed onto the State Government. Please refer to sro.vic.gov.au/fire-services-property-levy for more information and Frequently Asked Questions (FAQs) which are available in foreign languages from this website.

The Land Classification is determined under the provisions of the *Fire Services Property Act 2012*. Section 15(5) states that the land use classification (ie residential, commercial, industrial, primary production, public benefit, non-residential vacant land, or exempt) be allocated to a property for levy purposes.

Concession: A concession of \$50.00 will be automatically applied to the levy for eligible recipients who are registered for the Pension Rebate for rating purposes. If you are not registered please refer to the Pensioner Concessions section on this notice.

Waiver/Deferral: The owner(s) of rateable land may apply for a waiver, deferral or concession in respect of the fire levy amount. The owner(s) of non-rateable land, which is leviable for the fire services levy and classified as residential may apply for a waiver, deferral or concession in respect of the fire levy amount. The levy can only be waived or deferred, if Council rates and charges are also waived or deferred under Sections 170, 171 and 171A of the *Local Government Act 1989*.

PENSIONER CONCESSIONS

A pensioner rate concession will be shown on this notice where a ratepayer has previously established his or her eligibility with Council to receive a rates concession. A pensioner in receipt of a rates concession, whose circumstances have changed regarding entitlement to receive a pension, is required to notify Council.

If you are a pensioner in possession of an eligible card (listed below) and are not currently receiving a concession on your rates, please complete an 'Application for Concession on Municipal Rates and Charges' which is available at any of Council's Customer Care Centres. Applications will be received between 1 July 2024 to 30 June 2025.

Eligible Cards: Centrelink or Department of Veterans' Affairs Pensioner Concession Card or Department of Veterans' Affairs Gold Card specifying War Widow or Department of Veterans' Affairs Gold Card specifying TPI.

HOW PAYMENTS ARE ALLOCATED TO RATES AND CHARGES

The amounts shown on this notice may not include all amounts outstanding for interest charges on arrears (if applicable), or costs associated with the recovery of overdue rates and charges by legal process. All payments made in respect of these rates and charges will be allocated in the following sequence: 1. legal costs; 2. interest charges; 3. arrears; 4. current rates and charges.

Council reserves the right to apply the amount received in accordance with the order of allocation listed above.

HARDSHIP SUPPORT

If you are having difficulty paying your rates, our Hardship Policy can assist with interest-free arrangements. Applications can be discreetly made online to protect your privacy. Find out if you're eligible at kingston.vic.gov.au/pay-rates or by phoning 1300 653 356.

We can also chat to you about the support options we offer for other Council services.

PAYMENT ARRANGEMENTS

If none of our payment options suit you and you're behind on your rates payments you can request a payment arrangement to catch up. Visit kingston.vic.gov.au/pay-rates to apply

CHANGE OF ADDRESS/OWNERSHIP

Council must be notified in writing of any change to ownership and / or address as liability for payment of rates continues with the ratepayer listed on Council records.

CORRESPONDENCE

Please do not attach correspondence to your payment, but forward separately to:

City of Kingston,
PO Box 1000,
MENTONE VIC 3194

PRIVACY STATEMENT

The City of Kingston is committed to protecting your privacy. The personal information contained on this notice and collected by City of Kingston is for the purpose of Rates management or any other directly related purpose. The personal information will be disclosed to our registered suppliers for the purpose of issuing Rates notices and assist with payment and collection of rates. It will not be disclosed to any other external party without compliance checks and will only be used for rates management, unless required or authorised by law. If you wish to alter any of the personal information you have supplied to the City of Kingston, please contact Council via telephone 1300 653 356 or email info@kingston.vic.gov.au

OWNER

Orlagh Lilian Corvan

INTERPRETER SERVICES

People of all languages can now contact  TIS National ☎131 450
Per contattare il Comune, chiamateci al numero 131 450

Чтобы связаться с Городским Советом, звоните нам по телефону 131 450

Για να επικοινωνήσετε με το Δήμο, καλέστε μας στο 131 450

Đề liên hệ với Hội đồng, gọi chúng tôi theo số 131 450

要聯絡市政府，請給我們打電話 131 450

如要联系市议会，请致电 131 450

DIFFERENTIAL RATES

The rates charge can vary dependent on the land use of the property. This is called a differential rate. For more information please visit kingston.vic.gov.au/valuations
All rating differentials adopted for 2024/25 are shown for comparative purposes only. The rates shown are based on the same rateable valuation on the previous page. Kingston's differential rates are:

Differential Rate Types	Rate in \$	Rate in \$ Amount
General	0.0017598	\$ 1,231.86
Agriculture	0.0014078	\$ 985.46
Extractive Landfill	0.0052793	\$ 3,695.51
Residential Heritage	0.0015838	\$ 1,108.66
Retirement Village	0.0015838	\$ 1,108.66

SEE FRONT OF NOTICE FOR PAYMENT METHODS, OTHER METHODS INCLUDE:



BY DIRECT DEBIT

Available from cheque or savings accounts only.

Download the application form kingston.vic.gov.au/dd-rates or call 1300 653 356



IN PERSON

Payment can be made at Australia Post or any Kingston Customer Service office.

Payment can be made by cash, cheque or money order (payable to City of Kingston) or debit/credit card. Credit cards accepted: Visa, MasterCard, Amex.



BY MAIL

Detach payment slip, attach cheque (payable to City of Kingston) and mail to:

CITY OF KINGSTON
PO Box 1000
Mentone, 3194

Win a \$200 Voucher!

City of Kingston residents are invited to join the Kingston Arts mailing list, which keeps you in the know about upcoming activities and events.

Ten lucky new subscribers will win a \$200 voucher to use through the Kingston Arts Box Office (subject to availability).

Visit kingstonarts.com.au/sign-up  before 11.59pm, Sunday 1 September 2024 to join and go into the draw.

Kingston City Hall Box Office
985 Nepean Highway, Moorabbin | 03 9556 4440

Competition is open from Monday 29 July to Sunday 1 September 2024.
The winners will be notified by email on Wednesday 4 September 2024. T&Cs apply.

Kingston Arts is your home for art, culture and entertainment. From family shows to live music, creative workshops to public art, Kingston Arts seeks to dazzle and delight the whole family.

kingstonarts



1 FREE FAMILY SWIM ENTRY

Property information

PROPERTY ID

173708/7

ADDRESS

Unit 5 36 Melaleuca Drive,
CARRUM VIC 3197

NAME

O L Corvan

Kingston Active is offering a free Family Swim. To claim your offer, please present this voucher to the Waves Customer Service team upon entry.

Voucher is subject to the following conditions:

- Valid for a free Family Swim (max two adults + two children) OR an Individual Swim only entry at Waves Leisure Centre. Any additional persons will be charged at standard entry prices.
- Valid until 31 December 2024.
- Maximum of one free Family Swim per rates notice.
- Cannot be exchanged for cash.
- Not transferable for any other service/program.

Visit kingstonactive.com.au for more information on Waves programming and entry fees.

WAVES LEISURE CENTRE

111 Chesterville Rd Highett t 9559 7111 e active@kingston.vic.gov.au

**KINGSTON
ACTIVE**





ORLAGH LILIAN CORVAN
U 5 36 MELALEUCA DR
CARRUM VIC 3197

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

Bill note:
Information purposes only

Last bill	Payments received	Balance
\$184.28cr	— \$300.00cr =	\$484.28cr

Account number:	32459752
Payment not required	
Current charges	Credit balance
+ \$274.18	\$210.10cr

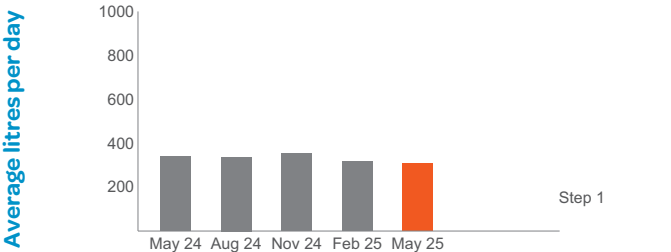
Your account breakdown

Issue date	21 May 2025
Property	Unit 5 36 Melaleuca Drive CARRUM VIC 3197
Property reference	50E//09798/00071
Last bill	\$184.28cr
Payment received	\$300.00cr
Balance brought forward	\$484.28cr
Our charges (no GST)	\$221.87
Other authorities' charges (no GST)	\$52.31
Balance	\$210.10cr

Your snapshot

Average daily water use	308 litres
Average daily cost	\$2.43

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	308	154	103	77	62
Meeting Target 150?	x	x	✓	✓	✓

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 1003 2459 7500 007
- Credit card**
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 32459752
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 1003 2459 7500 007
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.
- Centrepay**
Go to servicesaustralia.gov.au/centrepay for more information.
Reference number: 555 050 397J

Property ref: 50E//09798/00071
UNIT 5 36 MELALEUCA DRIVE
CARRUM VIC 3197

PN50E

Balance:	\$210.10cr
Account number:	32459752
Date paid:	
Receipt number:	

Our charges

Meter reading details

Date read: 20/05/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SATM057448	1024	996	28	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **19 August 2025**.

Water usage (water and sewage)

For period 18/02/25 to 20/05/25 (91 days)

Step 1 28 kl @ \$3.6156 per kl = **\$101.24**

Total usage charges **\$101.24**

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

Total service charges **\$120.63**

Our charges **\$221.87**

Other authorities' charges

Parks 01/04/25 to 30/06/25 **Charge \$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

Total other authorities **\$52.31**

Total current charges **\$274.18**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see southeastwater.com.au/charges2024

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for **01/04/25 to 30/06/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see www.parks.vic.gov.au/about-us/parks-charge. The charge is for **01/04/25 to 30/06/25**.

Additional information

Payment assistance

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

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at mysoutheastwater.com.au. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our customer charter

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

Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to mySouthEastWater.com.au



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



Say goodbye to missed alerts

When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

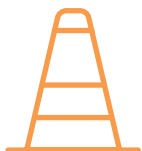
Check if your details are up to date so we can quickly let you know about important works, like:



Potential
water supply
interruptions



Weather and
power outage
interruptions



Nearby works



Account updates
or changes

It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

Sign in or register at

mySouthEastWater.com.au

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on 13 18 51.



ORLAGH LILIAN CORVAN

VENDOR STATEMENT

Property: Unit 5, 36 Melaleuca Drive, Carrum VIC 3197

MM Conveyancing Pty Ltd
Licensed Conveyancer
25a Castleton Avenue
TARNEIT VIC 3029
Tel: 0469617350