

Contract of Sale of Land

Property:

Unit 7, Level 1, 8 Valetta Street, Carrum VIC 3197

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of Conveyancers (Victorian Division)



Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* (Vic) by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014* (Vic).

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:
WHERE SIGNATORY IS AN INDIVIDUAL**

SIGNED on

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

**SIGNED BY THE VENDOR
WHERE SIGNATORY IS AN INDIVIDUAL**

SIGNED on

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate Chelsea & Seaford
 Address: 463 Nepean Highway, Chelsea VIC 3196
 Email: jo.barclay@obrienrealestate.com.au
 Tel: 03 9772 7077 Mob: 0439 394 434 Ref: Jo Barclay

Vendor

Name: Garry James Williamson
 Address: c/ 273 Hampton Street, Hampton VIC 3188
 ABN/ACN: _____
 Email: _____

Vendor's legal practitioner or conveyancer

Name: Keith R Cameron Solicitors
 Address: 273 Hampton Street, Hampton VIC 3188
 Email: office@kcsolicitors.com.au
 Tel: 03 9597 0992 Mob: _____ Ref: N.Chong

Purchaser

Name: _____
 Address: _____
 ABN/ACN: _____
 Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
 Address: _____
 Email: _____
 Tel: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11840 Folio 263	7	PS737273D

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 7, Level 1, 8 Valetta Street, Carrum VIC 3197

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

all fixed floor coverings, electric light fittings and window furnishings.

Payment

Price \$ _____

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

Balance \$ _____ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on _____ / _____ / _____

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

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

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962 (Vic)* if the box is checked.

(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: \$ _____ Approval date: _____ / _____ / _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

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 all 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* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) 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 digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

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

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise .

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement .

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act .

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

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

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

13.5 The purchaser is taken to have accepted the vendor's title if –

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

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

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

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 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 .

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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 .

14.6 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.

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

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

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

14.10 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 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 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. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 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 during the hours that the settling ELNO operates in the State of Victoria.

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 with the land 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) 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, unless the margin scheme applies.

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 these general conditions –

- (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 –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1 -2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major 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) a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and 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 basis that 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

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.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

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) (Tax Act) 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 Tax Act. 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 Tax Act ("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 Tax Act 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 Tax Act. 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 Tax Act or in the GST Act 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 Tax Act 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 Tax Act, 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 Tax Act 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 Tax Act. 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 Tax Act. 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 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 Tax Act, but only if.

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 Tax Act, 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 Tax Act. 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 Tax Act 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 Tax Act 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 Tax Act.

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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

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 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 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.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

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* (Vic) –

- (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* (Vic); 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 and the purchaser is entitled to possession or receipt of the rents and profits, 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.

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 the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) 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 or acceptance by the vendor of a repudiation by the purchaser –
- (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.
-

SPECIAL CONDITIONS

1. In this Contract:
 - (a) words importing the singular shall include the plural and words importing the plural shall include the singular and words importing the masculine gender shall include the feminine and neuter genders as the case may require.
 - (b) Each term, condition and stipulation herein contained is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.
2. The Purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars hereinbefore set out and he shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.
3. The Purchaser agrees that any extension of the time whether expressed or implied granted by the Vendor shall be subject to the proviso that time shall remain of the essence in this Contract.
4. The property is sold subject to any restriction as to user under any order, plan, scheme, regulation or by-law made by any authority empowered by any legislation to control the use of land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof and the purchaser shall not be entitled to rely upon any representations or statements made by the Vendor or its agent in respect of the use to which the property may be put unless same are included in this Contract or in the aforesaid Vendor's Statement.
5. The Purchaser acknowledges and agrees that there are no conditions, warranties or other terms affecting the sale of the property and chattels (if any) other than those embodied in this Contract or the Vendor's Statement and that he shall not be entitled to rely upon any representations or statements made by the Vendor or its agent or auctioneer or their servants and employees unless the same are included in this Contract or the Vendor's Statement. This condition shall enure for the benefit of the Vendor and its agent or auctioneer and their servants and employees.
6. The Purchaser covenants and warrants with and to the Vendor that -
 - (a) (If the Purchaser is a corporation) the Purchaser is a body corporate duly formed or incorporated in the State of Victoria or in some other State or Territory of the Commonwealth of Australia;
 - (b) the consent or licence of any person or body is not required to the Purchaser entering into this Contract or the purchase hereby effected;
 - (c) the Purchaser is duly empowered to enter into this Contract and is not inhibited from entering into this Contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust,

charge or undertaking.

7. If the Purchaser is a corporation (save except a corporation listed on a recognised Stock Exchange) it shall be an obligation of the Purchaser to procure on the execution of this Contract, the execution of an enforceable Guarantee and Indemnity of the obligation of the Purchaser hereunder by the Directors and/or principal shareholders of that corporation as shall be approved of by the Vendor such Guarantee to be in the form or to the effect of a form of Guarantee and Indemnity annexed hereto. If the duly executed Guarantee and Indemnity is not delivered to the Vendor or its Agents or Solicitors as aforesaid, the Purchaser will be deemed to be in default under this Contract and the Vendor may exercise all his rights and remedies accordingly.
8. The Purchaser shall at his own expense comply with all orders or notices (other than those relating to apportionable outgoings) received on or after the date hereof by the Vendor or by the Purchaser in respect of or in connection with the land hereby sold and the Purchaser shall assume all liability arising therefrom and indemnify the Vendor against such liability and against all actions suits claims demands costs and expenses whatsoever arising in connection therewith.
9. If the Purchaser shall make default and the Vendor shall serve a Notice pursuant thereto the Purchaser shall reimburse the legal costs of the Vendor in the sum of \$550 and until such costs have been so reimbursed the Purchaser shall be deemed to have made default in payment of the residue of the purchase money.
10. The Purchaser shall settle at a time as nominated by the Vendor. In the event that the Purchaser cannot or refuses to settle at such time and place, they shall be deemed to have made default in the payment of residue of purchase money.
11. The Purchaser agrees to accept all covenants, easements or encumbrances which effect the property and shall seek no compensation or damage from the Vendor in respect to such covenants, easements or encumbrances whether such covenants, easements or encumbrances are shown on title or not.
12. The Purchaser agrees to accept the dwelling on the property in its current condition, whether or not all relevant permits including building permits (statutory or otherwise) have been obtained for its construction and shall seek no compensation or damage from the Vendor if such permits including building permits (statutory or otherwise) have not been obtained from the relevant authorities or if the dwelling or any construction on the property does not comply with building regulations statutory or otherwise.
13. The Purchaser acknowledges that –
 - (a) This Contract of Sale is the sole repository of the Agreement between the parties;

- (b) There are no terms conditions, representations or warranties relating to the sale of the property which have been relied upon by the Purchaser in entering into this Contract of Sale other than those included in this Contract of Sale.
- 14. The Purchaser warrants to the Vendor that any approval required under the Foreign Takeovers Act 1975 as amended or any real estate policy guidelines of the Commonwealth Government and/or the approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Takeovers Act 1975 or such guidelines has been obtained.
- 15. Buying in unequal proportions
 - (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
 - (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
 - (c) The Purchaser fully indemnifies the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
 - (d) This special condition will not merge on completion.
- 16. In the event that the settlement date is scheduled to take place during 24 December 2025 to 12 January 2026 inclusive, the parties agree that settlement date shall be automatically re-scheduled to 15 January 2026.

GUARANTEE AND INDEMNITY

EXECUTED by the Guarantor)
in the presence of:)

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document is current as at 1 July 2024.

Section 32 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 purchase signed any contract.

Land **More particularly described in the Certificate of Title Volume 11840 Folio 263 being Lot 7 on Plan of Subdivision 737273D**

Property Address **Unit 7, Level 1, 8 Valetta Street, Carrum VIC 3197**

Vendor's name **Garry James Williamson**

Signature *Garry Williamson* _____ Date **14/11/2025**

Purchaser's name _____

Signature _____ Date _____

Important information

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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: \$ _____
OR

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

☐ (c) Their amounts are:

Authority	Amount	Interest (if any)
(1) _____	(1) \$ _____	(1) \$ _____
(2) _____	(2) \$ _____	(2) \$ _____
(3) _____	(3) \$ _____	(3) \$ _____
(4) _____	(4) \$ _____	(4) \$ _____

☐ (d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge¹, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ _____

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

\$ _____ To _____

Other particulars (including dates and times of payments):

If any, as contained in the attached certificates.

1.3 Terms Contract

This section 1.3 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 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.

☐ Attached is a Law Institute of Victoria published "Additional Section 32 Statement".

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

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

¹ Other than any GST payable in accordance with the contract.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 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 description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

(a) ☐ Is in the attached copies of title document/s.

OR

☒ Is as follows: As per the attached certificates, otherwise the vendor is not aware of any other easement, covenant or similar restriction affecting the land.

(b) ☐ Particulars of any existing failure to comply with that easement, covenant or other similar restriction are: None to the vendor's knowledge

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 under section 192A of the *Building Act* 1993 if the square box is marked with an "X" ☐

3.4 Planning Scheme

x Attached is a certificate with the required specified information.

OR

☐ The required specified information is as follows :

(a) Name of planning scheme _____

(b) Name of responsible authority _____

(c) Zoning of the land _____

(d) Name of planning overlay _____

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:

x If any, as per the attached certificates, but the vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated to the vendor.

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:

None to the vendor's knowledge

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:

None to the vendor's knowledge

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):

None to the vendor's knowledge

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- 9.1 x (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.

OR

- ☐ (b) **General Law Title**

The last conveyance in the chain of title or other document which give s evidence of the vendor's title to the land.

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

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

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 section 32 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)

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 section 32 statement but the checklist may be attached as a matter of convenience.)

☐ Vacant Residential Land or Land with a Residence

x Attach Due Diligence Checklist (this will be automatically attached if ticked)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed, and additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See attached certificates

14. MATERIAL DISCLOSURES

If any, as per attached certificates

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

Page 1 of 2

VOLUME 11840 FOLIO 263

Security no : 124129145385K
Produced 20/10/2025 02:13 PM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 737273D.
PARENT TITLES :
Volume 10939 Folio 863 to Volume 10939 Folio 864
Volume 11110 Folio 741
Created by instrument PS737273D 05/12/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GARRY JAMES WILLIAMSON of UNIT 7 LEVEL 1 8 VALETTA STREET CARRUM VIC 3197
AV787473H 27/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part 2039838 04/11/1946

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
AM846261B 09/06/2016

DIAGRAM LOCATION

SEE PS737273D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 7 LEVEL 1 8 VALETTA STREET CARRUM VIC 3197

ADMINISTRATIVE NOTICES

NIL

eCT Control 24375S KEITH R CAMERON SOLICITORS
Effective from 27/06/2022

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. PS737273D
OWNERS CORPORATION 2 PLAN NO. PS737273D

DOCUMENT END

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Document Type	Plan
Document Identification	PS737273D
Number of Pages (excluding this cover sheet)	7
Document Assembled	20/10/2025 14:13

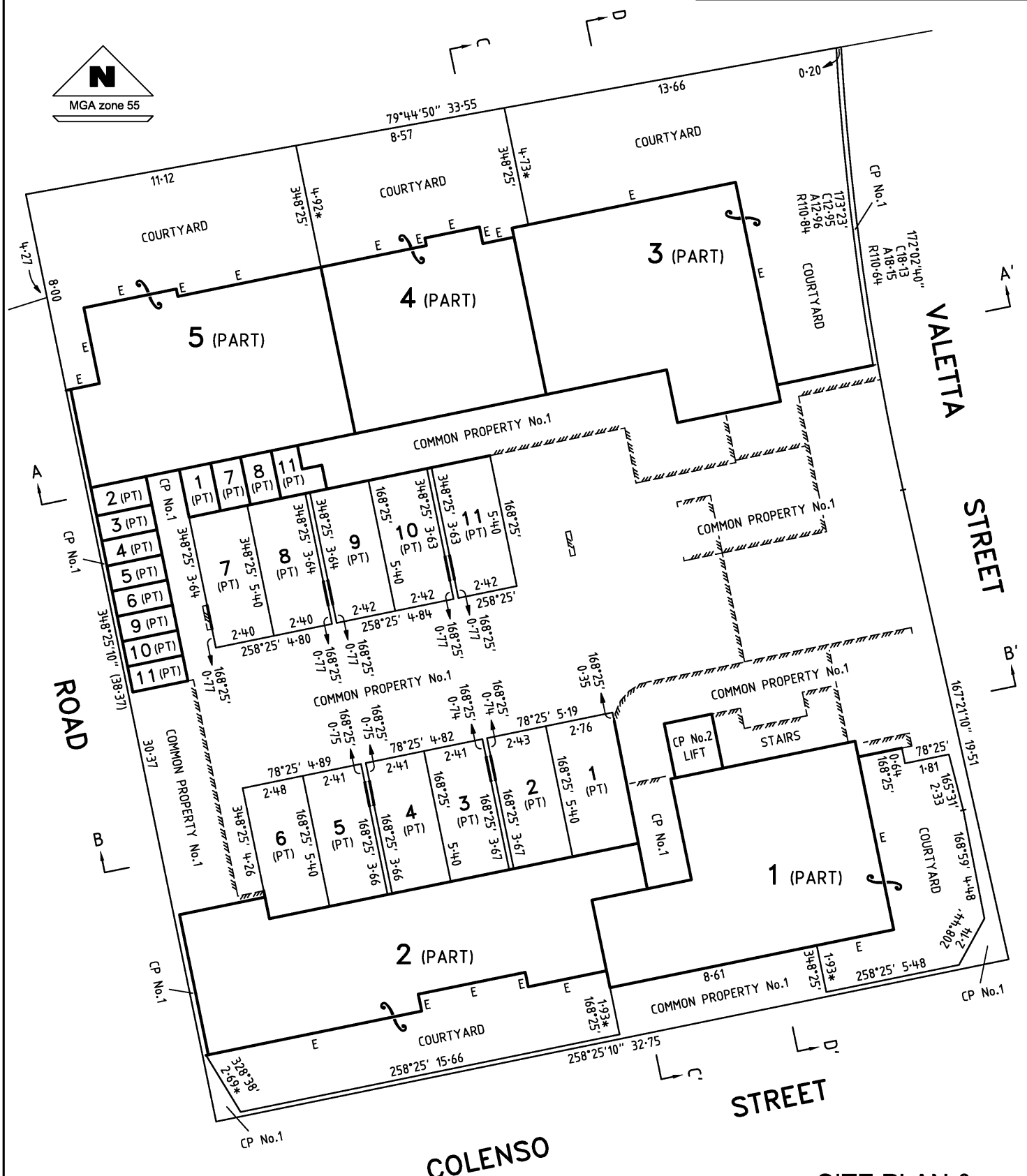
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PLAN UNDER SECTION 32A OF THE SUBDIVISION ACT 1988			LV use only EDITION 1	PS 737273D
Location of Land Parish: LYNDHURST Township: Section: Crown Allotment: 101 (PART) & 2032 Crown Portion: Title Reference: VOL 10939 FOL 863, VOL 10939 FOL 864 VOL 11110 FOL 741 Last Plan Reference: LOTS 1 & 2 ON PS441592K, CA 2032 Postal Address: 6-10 VALETTA STREET (at time of subdivision) CARRUM VIC 3197 MGA Co-ordinates E 335433 Zone: 55 (of approx. centre of land in plan) N 5784459 GDA 94			Council Certification and Endorsement Council Name: KINGSTON CITY COUNCIL Ref:	
Vesting of Roads and/or Reserves			Notations	
Identifier	Council/Body/Person		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE: BOUNDARIES SHOWN MARKED 'E' INTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT COMMON PROPERTY No.2 AND THE LOTS, AND INCLUDES THE STRUCTURE OF WALLS, FLOORS AND CEILINGS THAT DEFINE BOUNDARIES. ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS WITHIN THE THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information. THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES. P = PROJECTION CP = COMMON PROPERTY PT = PART - - - - - INDICATES THE LOCATION OF A STRUCTURE (NON-BOUNDARY) DIMENSIONS SHOWN THUS * ARE MEASURED TO THE RELEVANT FACE OF THE BUILDING.	
NIL	NIL			
Notations				
Depth Limitation 15m TO THE LAND FORMERLY CONTAINED IN V 11110 F 741				
THIS IS A SPEAR PLAN				
Staging This is is not a staged subdivision Planning Permit No. Survey This plan is is not based on survey LYNDHURST This survey has been connected to permanent marks no(s) PM'S 67, 157, 688 In Proclaimed Survey Area No.				
Easement Information				
Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)				
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.				
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
LAND DIMENSIONS  A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au		SURVEYORS FILE REF: 15103S-D LICENSED SURVEYOR: ANDREAS CIRUGEDA VERSION D		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 5 SHEETS PLAN REGISTERED TIME: 11:23 am DATE: 05 / 12 / 2016 Ian D Thomson Assistant Registrar of Titles

PS 737273D



**SITE PLAN &
GROUND LEVEL**

DIAGRAM 1

LAND DIMENSIONS



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327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE
1:150

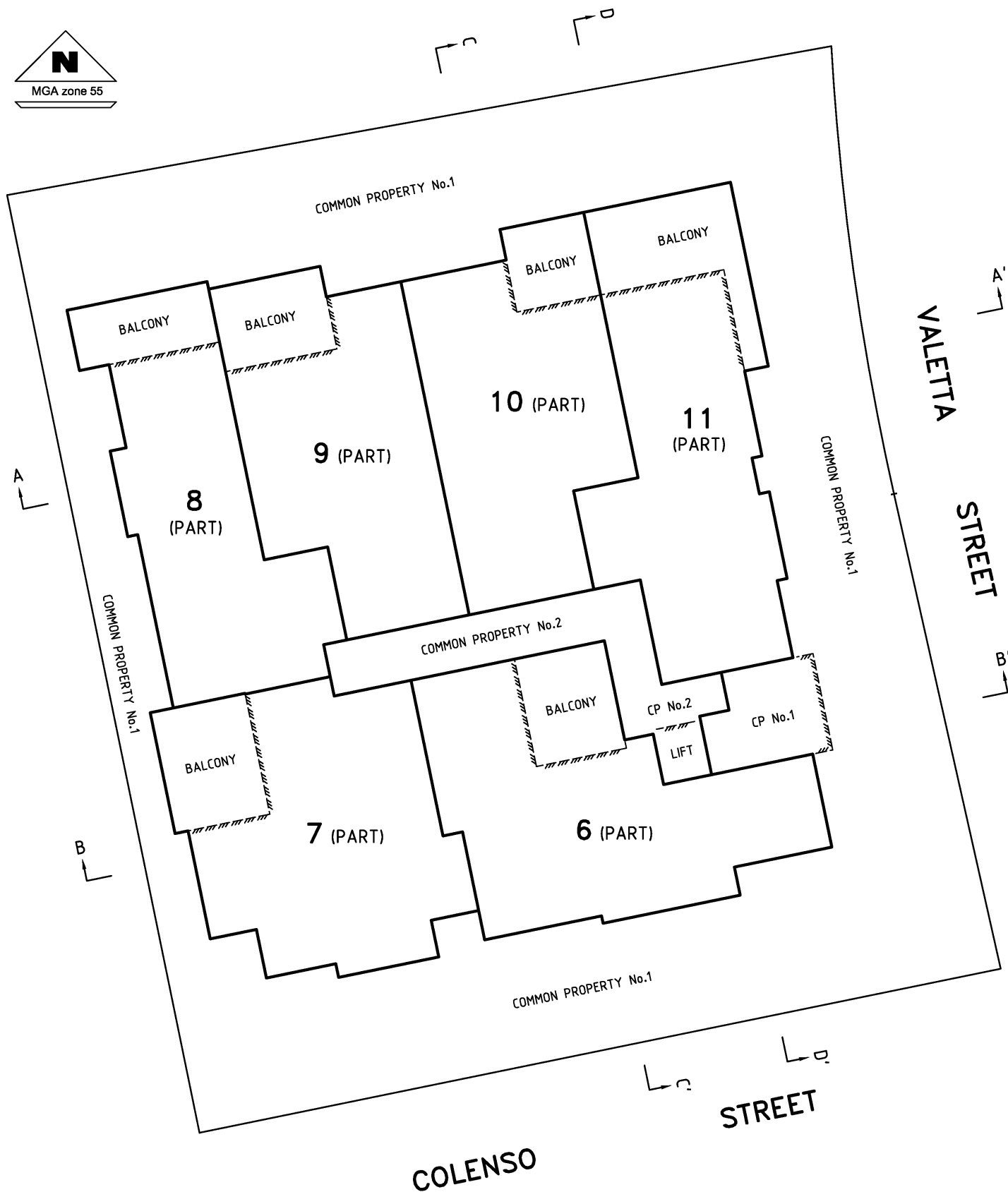
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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

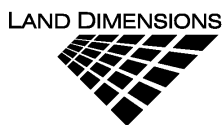
SHEET 2

LICENSED SURVEYOR: ANDREAS CIRUGEDA
VERSION D

PS 737273D



LEVEL 1
DIAGRAM 2



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SCALE
1:150

1:5 0 3 6
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 3

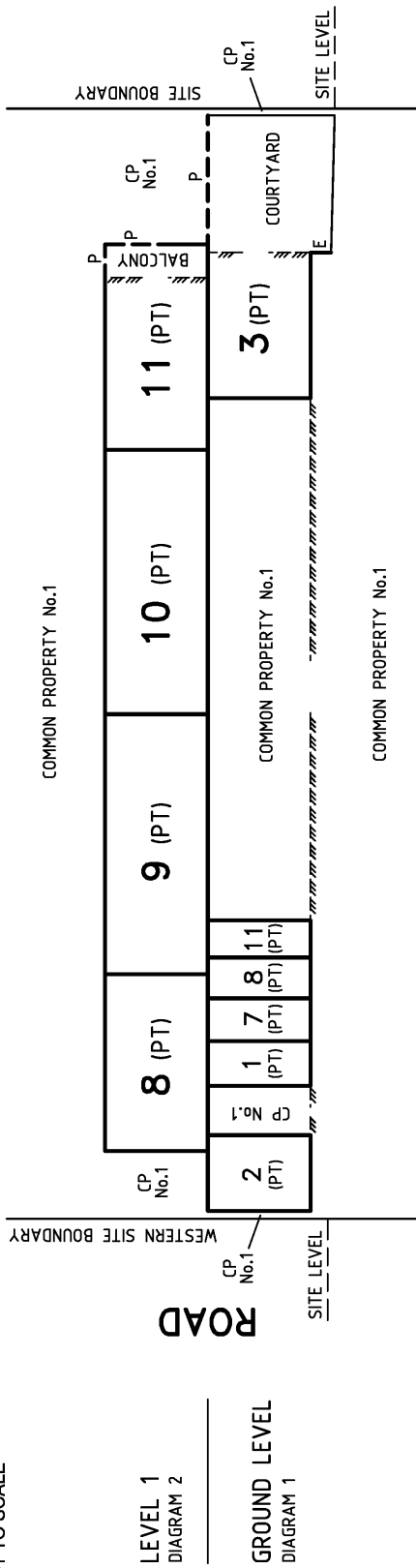
LICENSED SURVEYOR: ANDREAS CIRUGEDA
VERSION D

PS 737273D

SECTION A-A'

(TYPICAL FOR ALL LOTS)

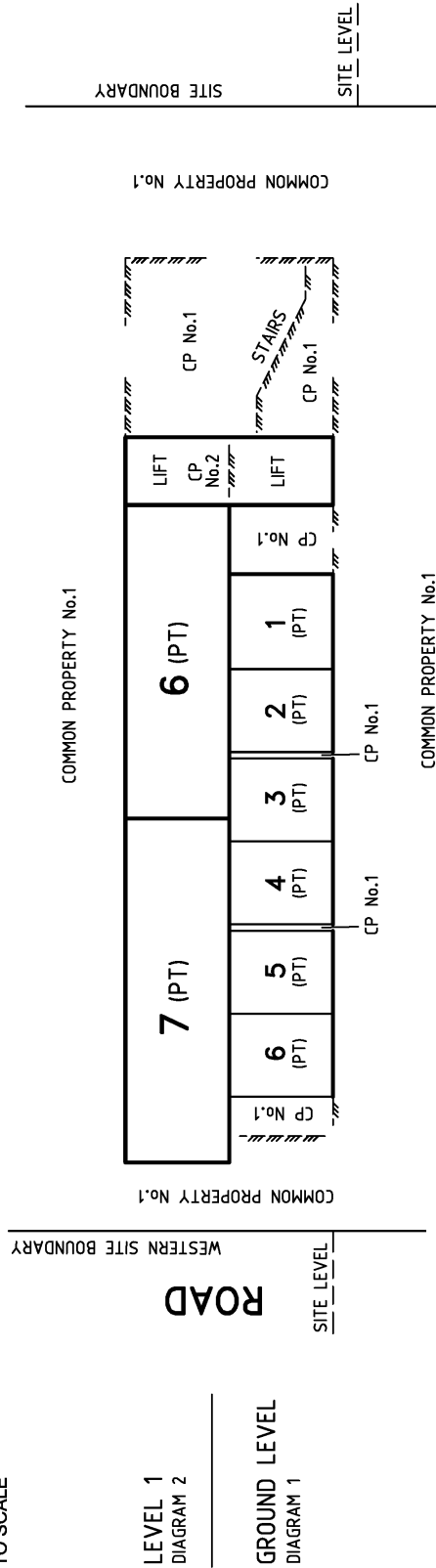
NOT TO SCALE



SECTION B-B'

(TYPICAL FOR ALL LOTS)

NOT TO SCALE



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SCALE

ENTS

0
LENGTHS ARE IN METRES

ORIGINAL SHEET

SIZE: A3

SHEET 4

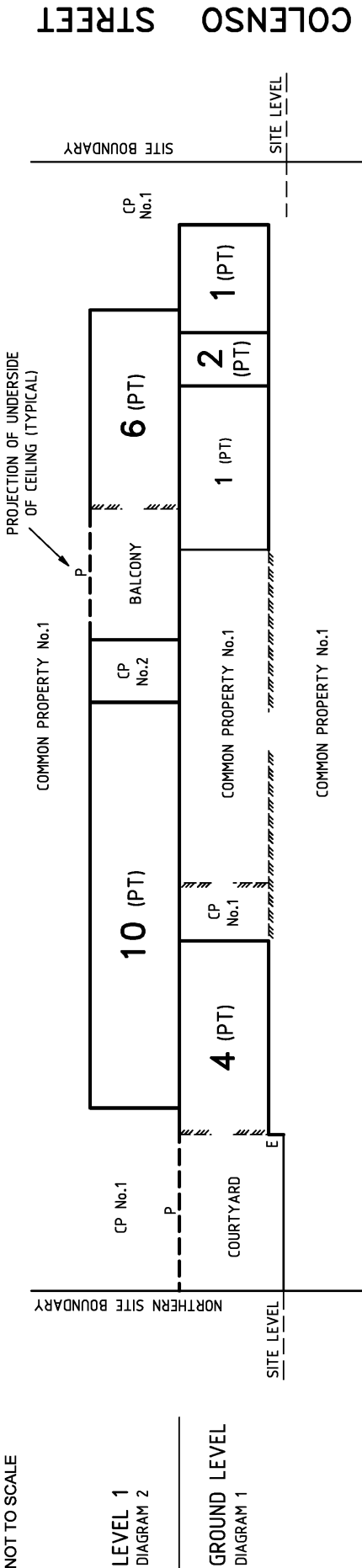
LICENSED SURVEYOR: ANDREAS CIRUGEDA
VERSION D

PS 737273D

SECTION C-C'

(TYPICAL FOR ALL LOTS)

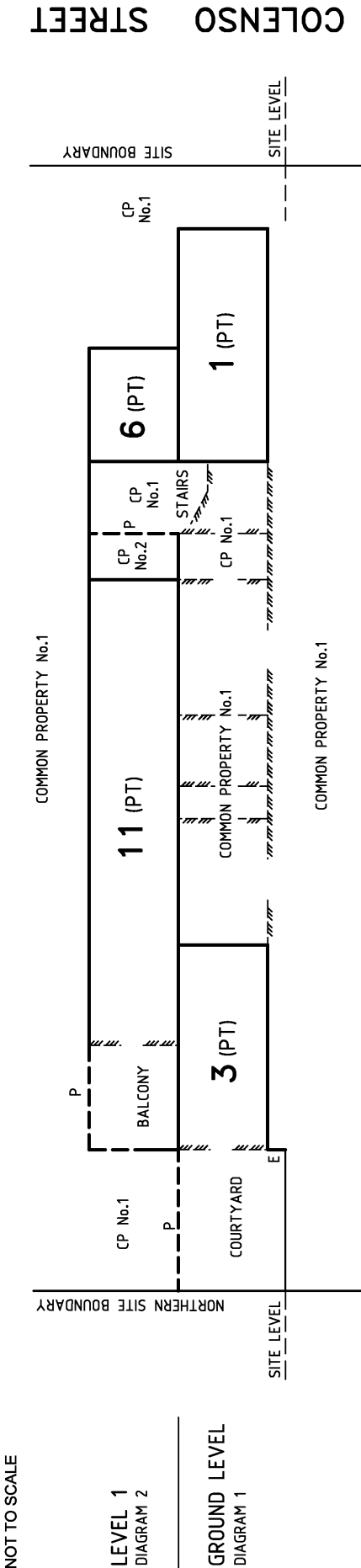
NOT TO SCALE



SECTION D-D'

(TYPICAL FOR ALL LOTS)

NOT TO SCALE



A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

Signed by: Andreas Cirugeda (Land Dimensions Pty Ltd) Surveyor's Plan Version (D) SPEAR Ref: S067300J 20/10/2016, Amended: 23/11/2016.

SCALE

NTS

0
LENGTHS ARE IN METRES

LICENSED SURVEYOR: ANDREAS CIRUGEDA
VERSION D

ORIGINAL SHEET
SIZE: A3

SHEET 5

[illegible]



Plan of Subdivision PS737273D
Certifying a New Version of an Existing Plan
concurrently with Statement of Compliance (Form 12)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S067300J

Plan Number: PS737273D

Responsible Authority Name: Kingston City Council

Responsible Authority Permit Ref. No.: KP337/2015

Responsible Authority Certification Ref. No.: KS104/2015

Surveyor's Plan Version: D

Certification

☒ This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 17/10/2016

Statement of Compliance

☒ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

☒ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Ian Nice

Organisation: Kingston City Council

Date: 27/10/2016



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 20/10/2025 02:13:58 PM

OWNERS CORPORATION 1
PLAN NO. PS737273D

The land in PS737273D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 11.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AN774556V 27/04/2017

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:

OC032853N 05/12/2016

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Owners Corporation 1 is responsible for the maintenance of the Common Services

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS737273D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	100	100
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Total	1100.00	1100.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS737273D

The land in PS737273D is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 6 - 11.

Limitations on Owners Corporation:

Limited

Postal Address for Services of Notices:

123 CHURCH STREET HAWTHORN VIC 3122

AN739257F 12/04/2017

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:

OC032854L 05/12/2016

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 6	100	100
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 20/10/2025 02:13:59 PM

OWNERS CORPORATION 2
PLAN NO. PS737273D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 10	100	100
Lot 11	100	100
Total	600.00	600.00

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

Statement End.

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Number of Pages (excluding this cover sheet)	4
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4390133

2039838

WALTER BRIGGS & SON

MICROFILMED

VICTORIA

FREEHOLD

TRANSFER OF LAND

LODGED
9 NOV 1946

P.O.T.



Walter Briggs & Son

WE HENRY EDWARD PETT and WALTER JAMES GORMAN both formerly of 19 --
 Bourke Street Melbourne but now of 29 Crossley Street Melbourne --
 Printers being registered as the proprietors of an estate in fee --
 simple in the land hereinafter described subject to the encumbrances
 notified hereunder in consideration of the sum of Eighty-four ----
 pounds paid to us by JOYCE LOUISE BROUGH of No.1 Francis Street --
 North Brighton Married Woman DO HEREBY TRANSFER to the said Joyce -
 Louise Brough All our estate and interest in ALL THAT piece of land
 being Lot 19^{and} on Plan of Subdivision Number 7681 lodged in the Office
 of Titles/being part of Crown Allotment 101 Parish of Lyndhurst --
 County of Mornington and being part of the land described in -----
 Certificate of Title Volume 5522 Folio 1104299 AND the said Joyce -
 Louise Brough doth hereby for herself her heirs executors -----
 administrators and transferees registered proprietor or proprietors
 for the time being of the said land hereby transferred or any part
 or parts thereof COVENANT with the said Henry Edward Pett and Walter
 James Gorman and their respective heirs executors administrators ---
 and transferees registered proprietor or proprietors for the time --
 being of the land now comprised in the said Certificate of Title --
 other than the land hereby transferred that she or they will not at
 any time hereafter excavate carry away or remove or permit or allow
 to be excavated carried away or removed any stone earth clay gravel
 or sand from off the said land hereby transferred except for the ---
 purpose of excavating for the foundations of any buildings to be ---
 erected thereon nor use nor permit or allow to be used the said land
 for the manufacture or winning of bricks tiles or pottery ware and -
 it is requested that this covenant shall be noted on and appear on -
 every future Certificate of Title for the land hereby transferred or
 any part or parts thereof as an encumbrance affecting the same.

DATED the *thirteenth* day of *October* One thousand nine --
 hundred and forty-six.

IMAGED

5522 PA
299

Under an acre

Enc. As to the
whole
The Court herein

15.1.47

Skt. Roll 21.1.47

15.1.47

12/12/46

SIGNED by the said HENRY EDWARD PETT)
in Victoria in the presence of }

L. H. Rows

*clerk to J. M. Gorman Esq
Solicitor Melbourne*

H. E. Pett

SIGNED by the said WALTER JAMES --)
GORMAN in Victoria in the presence --)
of }

L. H. Rows

W. J. Gorman

SIGNED by the said JOYCE LOUISE BROUGH)
in Victoria in the presence of }

*Walter E. Briggs
Solicitor
Melbourne*

J. L. Brough

ENCUMBRANCES REFERRED TO

I JOYCE LOUISE BROUGH the withinnamed transferee HEREBY CERTIFY that the transaction to which the within written Instrument relates is not in contravention of any provision of the National Security (Land Transfer) Regulations and that the said Instrument has not -- been executed in contravention of the said Regulations.

SIGNED by Joyce Louise Brough the)
said transferee in the presence -}
of

J. L. Brough.

Lawrence Briggs
Solicitor
Melbourne

X

DATED 30. Oct 1946

MESSRS. H.E. PETT & W.J. GORMAN

to -

MRS. J.L. BROUGH

T R A N S F E R

WALTER BRIGGS & SON,
Solicitors,
379 Collins Street,
MELBOURNE

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
Transfer as to part	THE 4 th DAY OF November 1946	TO Joyce Louise Brough	2039838

C.H. Sinclair

ASSISTANT REGISTRAR OF TITLES

CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL 5522 FOL 1104299

C.H. Sinclair

ASSISTANT REGISTRAR OF TITLES

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Document Type	Instrument
Document Identification	AM846261B
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AM846261B



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:

Address: **Robertson Conveyancing**

Ref: **Customer Code 11419W** KS104/15 – 6 – 10 Valetta Street Carrum

Customer Code:

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 10939 Folio 864 and
Volume ~~10393~~ Folio 863 and Volume 11110 Folio 741.

10939

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: **31st May 2016**

Signed:

Ian Nice
Manager City Development

Date 31 / may

/2016

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 6 – 10 Valetta Street Carrum

Kingston City Council

and

Peder Built Pty Ltd

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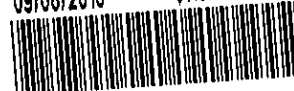
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Agreement under section 173 of the Planning and Environment Act 1987

Dated 31 / may

/2016

Parties

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

Name	Peder Built Pty Ltd
Address	10 Valetta Street Carrum
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.
- E. 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.

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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.

Development Permit means planning permit No. KP228/2013, as amended from time to time, issued on 23rd January 2015, 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. KP337/2015, as amended from time to time, issued on 18th August 2015, 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 6 – 10 Valetta Street Carrum being the land referred to in Certificates of Title Volume 10939 Folio 864 and Volume 10939 Folio 863 and Volume 11110 Folio 741 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

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;

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- 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.

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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.

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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.

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.

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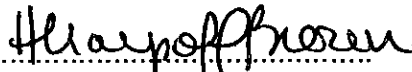
Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.

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


.....
Director/Company secretary

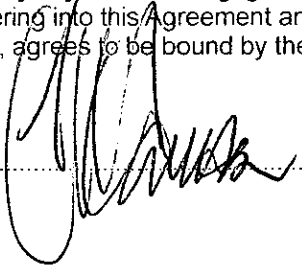

.....
Director

PETER RICHARD BROWN
.....
Name of Director/Company secretary

HELENE KARLOFF-BROWN
.....
Name of Director

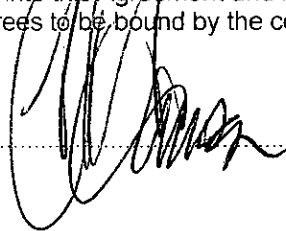
Mortgagee's Consent

Harros Entity Pty/Ltd as Mortgagee under Instrument of mortgage No. **AL954991R** 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.


.....

Mortgagee's Consent

Kevin Francis Harrison as Mortgagee under Instrument of mortgage No. **AL954992P** 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.


.....

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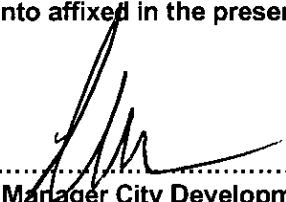
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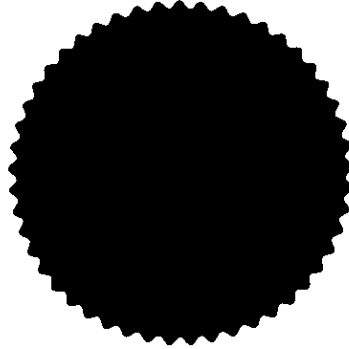

Signing Page

Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Kingston City Council
was hereunto affixed in the presence of:


.....Delegate
Ian Nice - Manager City Development



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PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1190861

APPLICANT'S NAME & ADDRESS

KEITH CAMERON C/- INFOTRACK C/- LANDATA
DOCKLANDS

VENDOR

WILLIAMSON, GARRY

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

359267

This certificate is issued for:

LOT 7 PLAN PS737273 ALSO KNOWN AS 7/8 VALETTA STREET CARRUM
KINGSTON CITY

The land is covered by the:

KINGSTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7
- is within a SPECIAL BUILDING OVERLAY
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/kingston>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

20 October 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

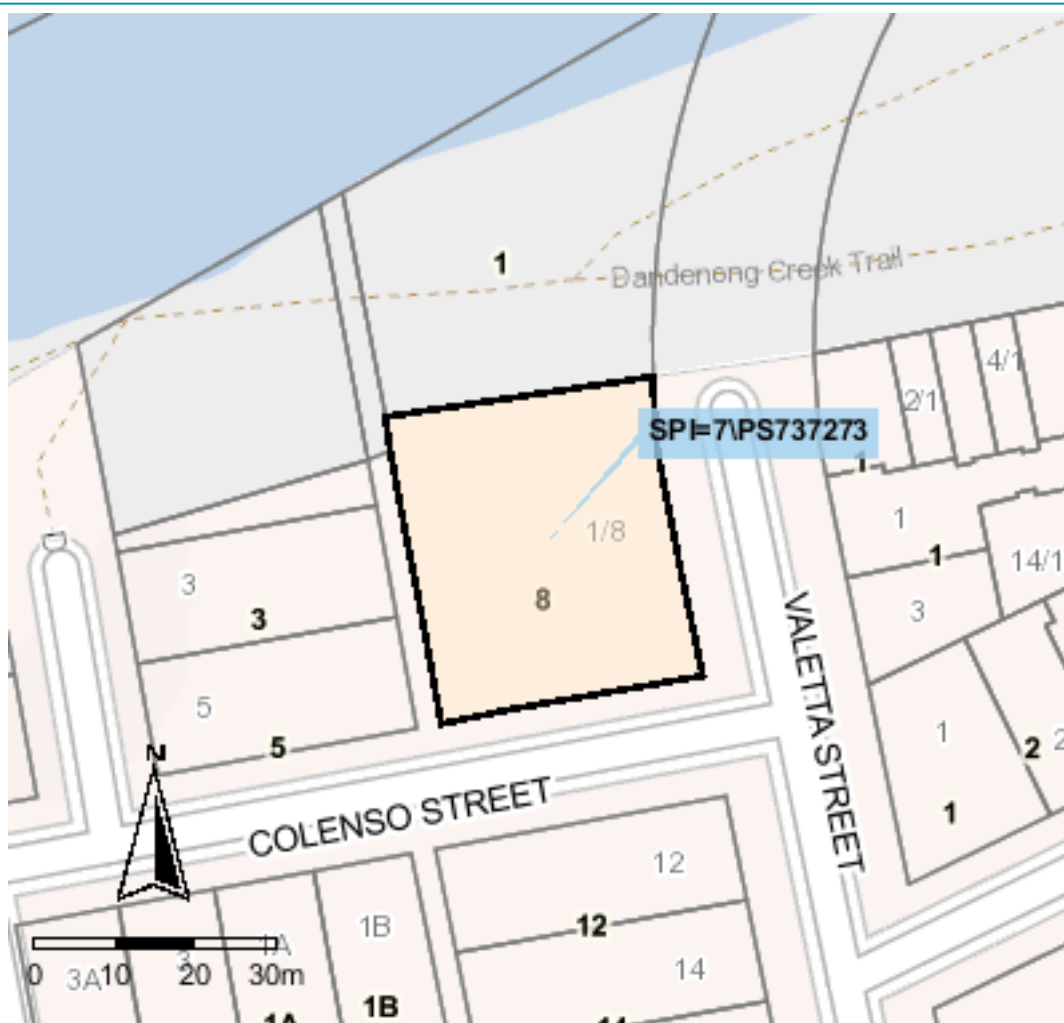
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Created at 20 October 2025 02:21 PM

PROPERTY DETAILS

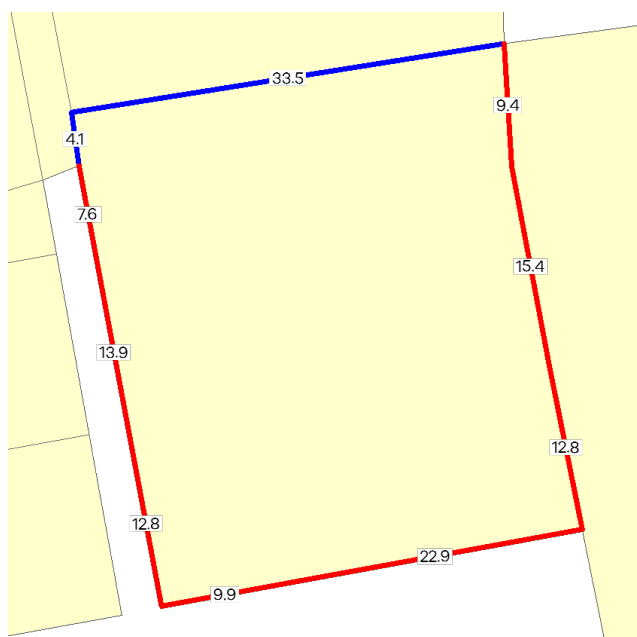
Address: **1/8 VALETTA STREET CARRUM 3197**
 Lot and Plan Number: **Lot 1 PS737273**
 Standard Parcel Identifier (SPI): **1\PS737273**
 Local Government Area (Council): **KINGSTON**
 Council Property Number: **521941**
 Directory Reference: **Melway 97 D7**

www.kingston.vic.gov.au

Note: There are 12 properties identified for this site.
 These can include units (or car spaces), shops, or part or whole floors of a building.
 Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1244 sq. m

Perimeter: 142 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.

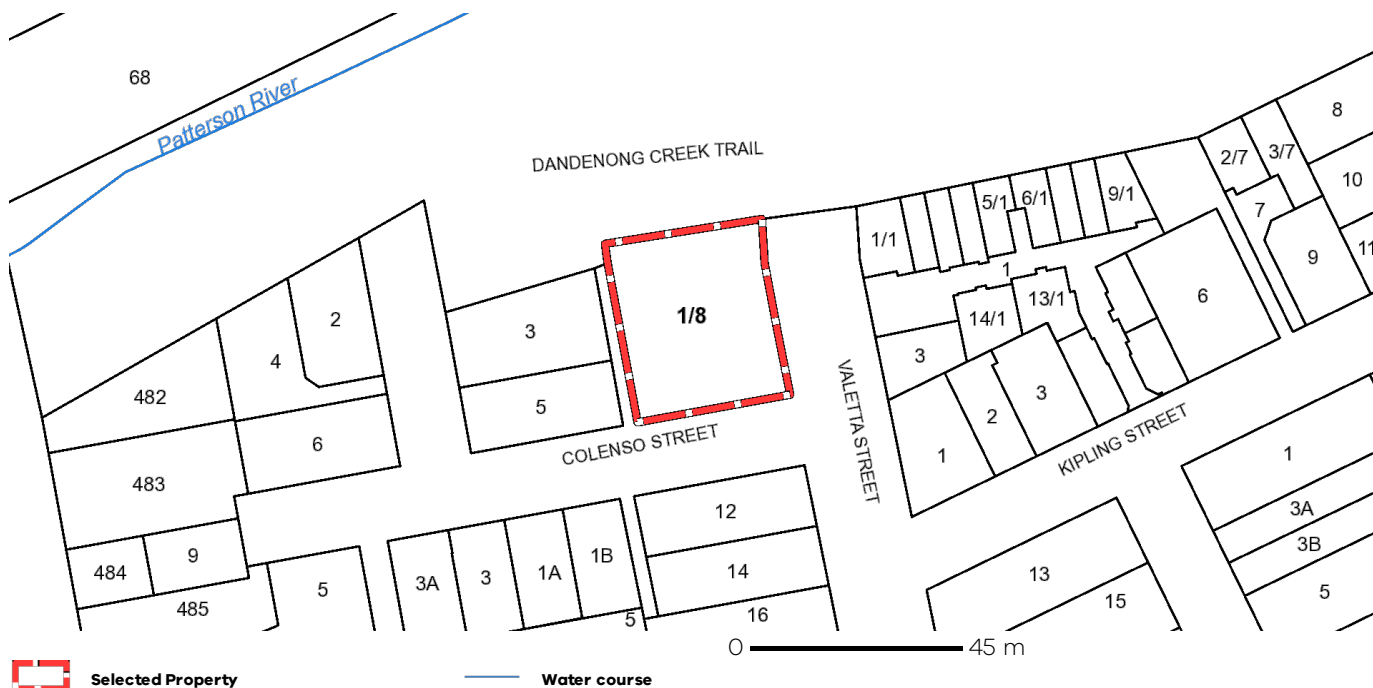
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



Department
of Transport
and Planning

From www.planning.vic.gov.au at 20 October 2025 02:21 PM

Address: **1/8 VALETTA STREET CARRUM 3197**

Lot and Plan Number: **Lot 1 PS737273**

Standard Parcel Identifier (SPI): **1\PS737273**

Local Government Area (Council): **KINGSTON**

Council Property Number: **521941**

Planning Scheme: **Kingston**

Directory Reference: **Melway 97 D7**

www.kingston.vic.gov.au

Planning Scheme - Kinaston

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

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

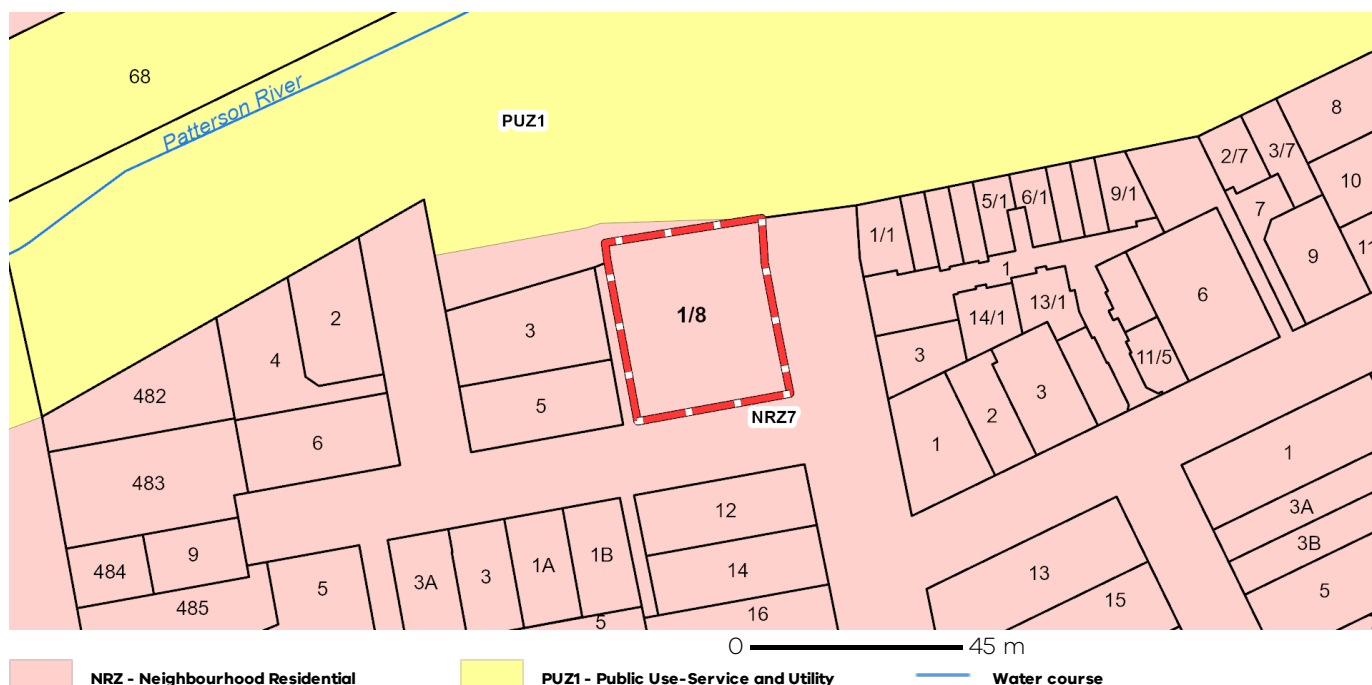
Registered Aboriginal Party: **Bunurong Land Council**

Fire Authority: **Fire Rescue Victoria & Country
Fire Authority**

[View location in VicPlan](#)

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.

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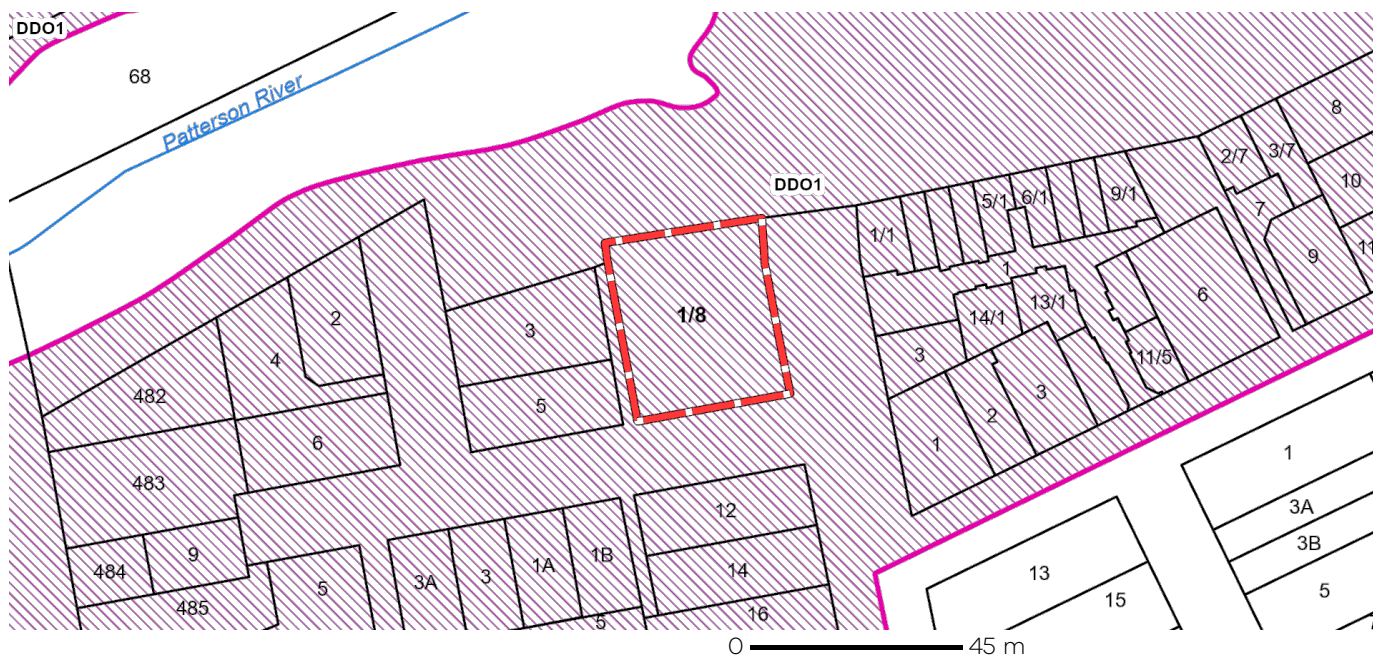
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

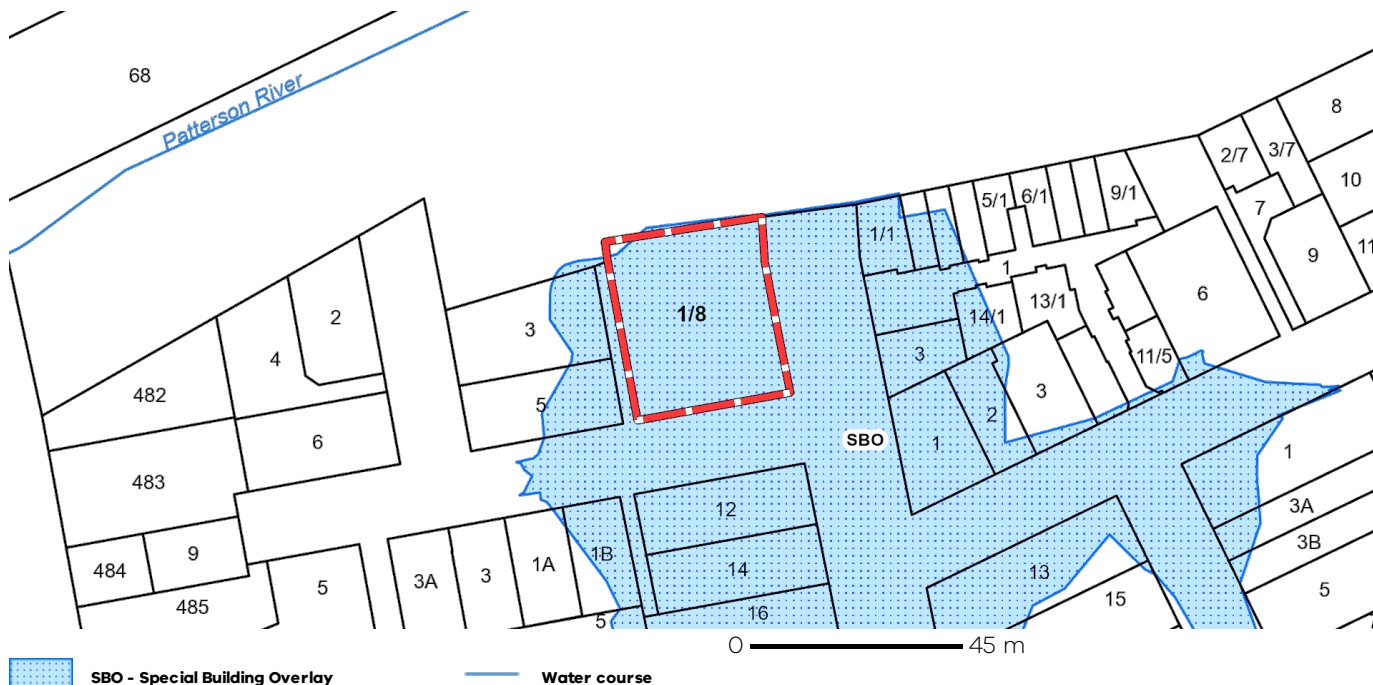
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)



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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



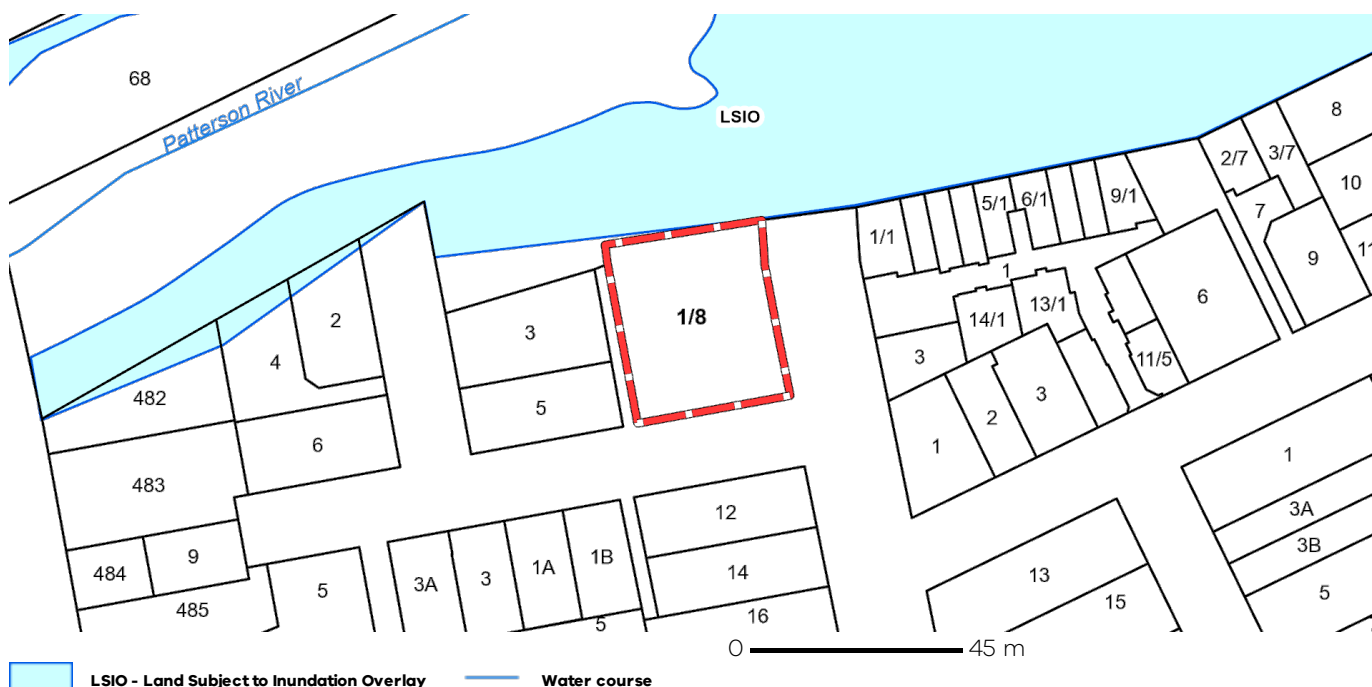
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on 16 October 2025.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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



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

Rates & Valuation Notice

Notice for period 1 July 2025 to 30 June 2026

H 003676



026
H12

G J Williamson
Unit 7/8 Valetta St
CARRUM VIC 3197

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

Notice Summary

ASSESSMENT NUMBER 177095/5
DATE ISSUED 06/08/2025

TOTAL AMOUNT PAYABLE
\$2,064.48

INCLUDES THE FOLLOWING:

TOTAL REBATES
\$0.00

ARREARS OUTSTANDING
\$0.00

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

Council Rate & Charges 2025/2026

General Rate = CIV x 0.0018201 rate in \$	\$1,456.08
Municipal Charge	\$100.00
Waste Choice G-240lt Bin & 240lt Recycle Shared x2	\$234.00
Total Council Rate & Charges 2025/2026	\$1,790.08

Mandatory State Government Charges

Emergency Services Volunteer Fund 2025/2026

ESVF Residential Rate =CIV X 0.000173 rate in \$	\$138.40
ESVF Residential Emergency Services Volunteer Fund Levy-Fixed	\$136.00
Total Emergency Services Volunteer Fund 2025/2026	\$274.40

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

TOTAL AMOUNT PAYABLE \$2,064.48

Property Details

DESCRIPTION

Unit 7 Level 1 8 Valetta Street, CARRUM VIC 3197

SITE VALUE
\$160,000

CAPITAL IMPROVED VALUE
\$800,000

NET ANNUAL VALUE
\$40,000

OPERATIVE VALUATION DATE
1 July 2025

LEVEL OF VALUE DATE
1 January 2025

LAND USE (FOR FSPL)
Residential

AVPCC
125 - Strata unit or flat

PAYMENT OPTIONS

PAY BY INSTALMENTS

30 SEPTEMBER 2025	\$516.18
30 NOVEMBER 2025	\$516.10
28 FEBRUARY 2026	\$516.10
31 MAY 2026	\$516.10

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

PAY A LUMP SUM

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

\$2,064.48

Due 15 February 2026

Payble™ - Our newest payment system

- Pay with card or bank
Automatic payments for all major bank accounts, credit and debit cards
- Smaller Instalments
Manage your budget with weekly, fortnightly or monthly instalments
- Helpful reminders
Receive SMS reminders before important due dates



Scan to pay

payble.kingston.vic.gov.au



Rates payment slip

IF PAYING BY MAIL RETURN THIS SLIP WITH YOUR REMITTANCE

ASSESSMENT NUMBER:
177095/5

RATEPAYER:
G J Williamson

PROPERTY DESCRIPTION:
Unit 7 Level 1 8 Valetta Street, CARRUM VIC 3197

SEE OVERLEAF FOR OTHER PAYMENT OPTIONS AND DETAILS



1300 276 468
BILLER CODE 8938
REF 1770 955



BILLER CODE 8938
REF 1770 955



131 816
BILLER CODE 0327
REF 0017 7095 5



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

ARREARS ONLY \$0.00

INSTALMENT \$516.18



*327 001770955

FULL PAYMENT \$2,064.48



*327 001770955

INTERNAL USE ONLY



022961-003676-001-002-007957-93347

Keith Cameron C/- InfoTrack
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 7 LOT 7 6-10 VALETTA STREET
CARRUM 3197
7 PS 737273

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50F//09835/00200	LANDATA CER 78485026-035-6	20 OCTOBER 2025	50582656

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		\$176.08
TOTAL UNPAID BALANCE		\$176.08

- The meter at the property was last read on 15/08/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.88 per day**

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

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

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees. Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

Your property is traversed by or is within the vicinity of a Melbourne Water Asset as shown on the attached plan. Melbourne Water approval is required prior to any development or underground works on this property. For more information please visit www.melbournewater.com.au or contact 131722.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

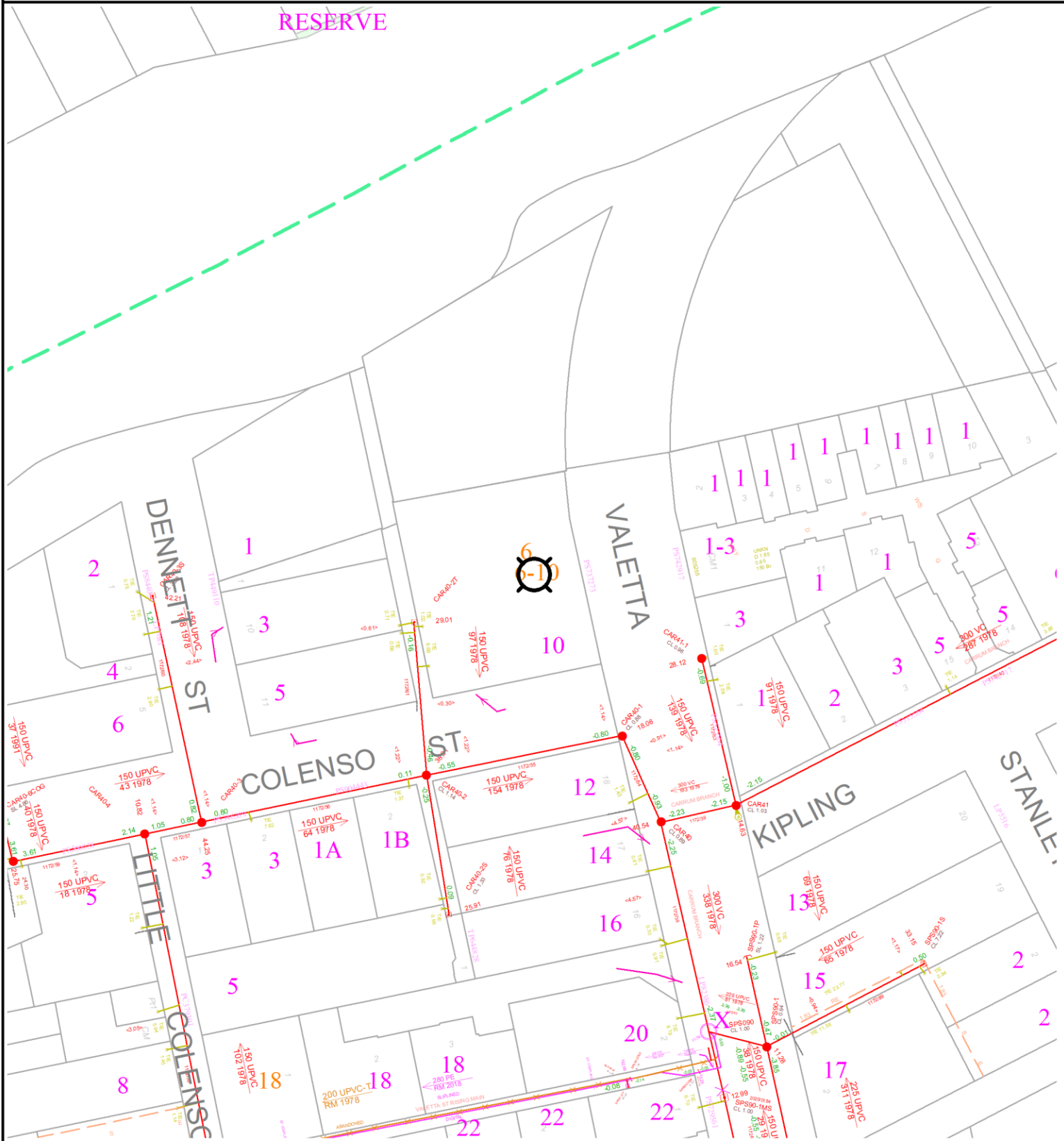
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

— Title/Road Boundary		Subject Property	● Maintenance Hole	✕✕✕ Abandoned Sewer
- - - - - Proposed Title/Road		Sewer Main & Property Connections	■ Inspection Shaft	
- - - - - Easement		Direction of Flow	<1.0> Offset from Boundary	

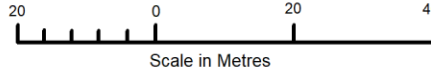
Melbourne Water Assets

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

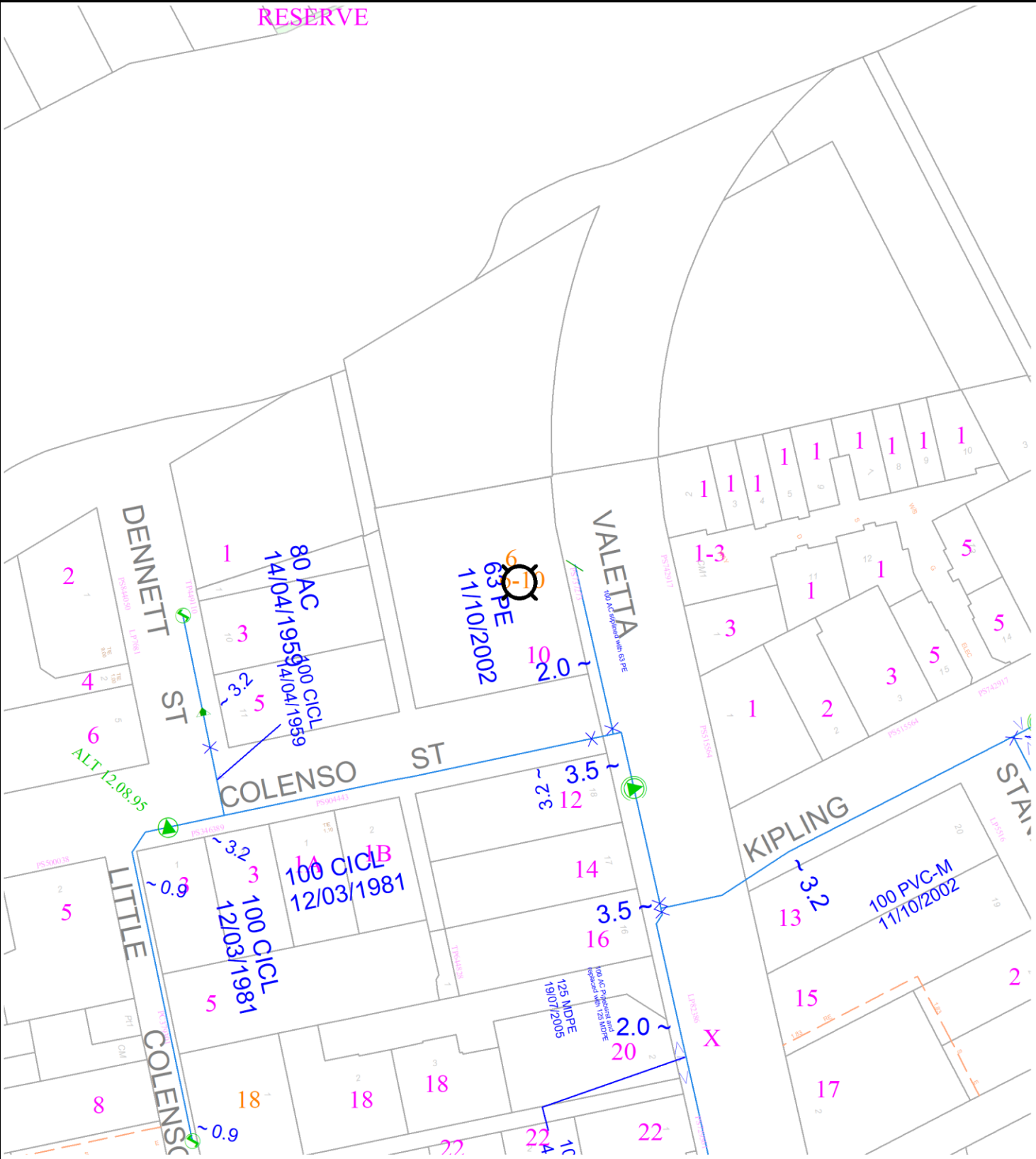


Property: Lot 7 UNIT 7 6-10 VALETTA STREET CARRUM 3197

Case Number: 50582656



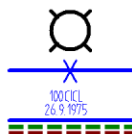
Date: 20OCTOBER2025



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

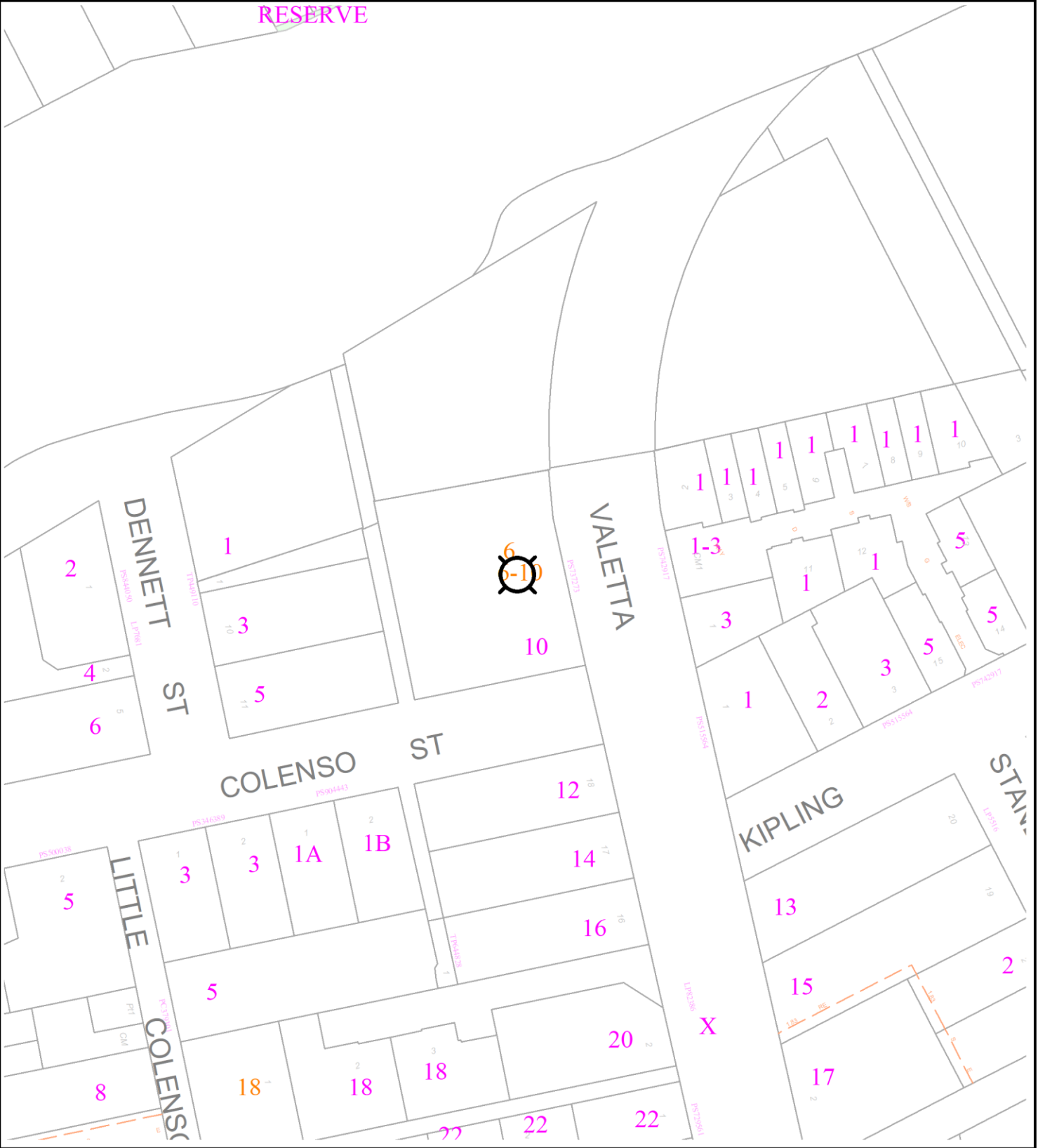
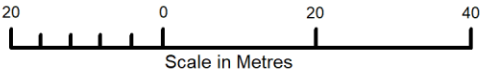
LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

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

Property Clearance Certificate

Land Tax



INFOTRACK / KEITH CAMERON

Your Reference:	WILLIAMSON (S)
Certificate No:	93792884
Issue Date:	20 OCT 2025
Enquiries:	ESYSPROD

Land Address:	UNIT 7, 8 VALETTA STREET CARRUM VIC 3197
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
43588772	7	737273	11840	263	\$0.00

Vendor: GARRY WILLIAMSON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR GARRY JAMES WILLIAMSON	2025	\$170,000	\$0.00	\$0.00

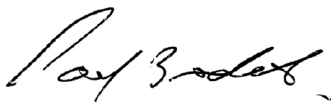
Comments: Property is exempt: LTX Principal Place of Residence.

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$790,000
SITE VALUE (SV):	\$170,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93792884

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$170,000

Calculated as \$975 plus (\$170,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$7,900.00

Taxable Value = \$790,000

Calculated as \$790,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93792884

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93792884

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / KEITH CAMERON

Your Reference: Williamson (S)

Certificate No: 93792884

Issue Date: 20 OCT 2025

Enquires: ESYSPROD

Land Address: UNIT 7, 8 VALETTA STREET CARRUM VIC 3197

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43588772	7	737273	11840	263	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$790,000

SITE VALUE: \$170,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93792884

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / KEITH CAMERON

Your Reference:	WILLIAMSON (S)
Certificate No:	93792884
Issue Date:	20 OCT 2025

Land Address: UNIT 7, 8 VALETTA STREET CARRUM VIC 3197

Lot	Plan	Volume	Folio
7	737273	11840	263

Vendor: GARRY WILLIAMSON
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 93792884

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93792885 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 93792885 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Owners Corporation 737273DOC1

6-10 Valetta Street CARRUM VIC 3197

Owners Corporation Certificate

Date Of Issue: Friday, 31 October 2025

Owners Corporation Certificate

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

Owners Corporation No. 1 Strata Plan No. 737273DOC1

Lot Address:	6-10 Valetta Street CARRUM VIC 3197
Vendor Name:	GARRY WILLIAMSON
Reference:	
Certificate Prepared For:	Nicole Chong
Contact e-Mail:	office@kcsolicitors.com.au
Contact Number:	0395970992

This certificate is issued for Lot 7 / Unit 7 on Plan No. 737273DOC1

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

IMPORTANT: The information in this certificate is issued on 31 October 2025. You should obtain a new certificate for current information prior to settlement.

- 1. Please see attached Owners Corporation Lot Financial Ledger PDF for details.**
- 2. The repairs, maintenance or other work or act which has been or is about to be performed which may incur an additional charges which have not been included in the annual fees and special levy fees are as follows:**

Possible Maintenance / Repairs / Other Works
Exterior Painting Works are starting 30th October 2025 an are expected to take approximately 2 weeks for works to be completed (weather depending). Special Levies have been raised / paid for to have these works undertaken / completed.
Recently Unit 7's bathroom had water entry (from a common roof) to their bathroom ceiling. The cause of the issue was fixed and subsequently the Owners Corporation paid a Contractor to paint the bathroom ceiling of unit 7. No Insurance claim was made / placed (due to the resultant damage works being less than the excess amount).

- 3. The Owners Corporation has the following insurance cover:**

Insurance Broker Name:	Strata Insurance
Insurance Valuation Supplier Name:	Ensure Group
Last Valuation Date:	14 February 2022
Amount At Last Valuation Date:	\$5,200,000.00
Insurer:	Strata Insurance - SCI
Policy Number:	VRSC21007223
Premium:	\$11,360.67
Policy Expiry Date:	01 November 2026

Situation **6-10 Valetta Street CARRUM VIC 3197**

Policy Period: **01/11/2025 - 01/11/2026 at 4.00pm**

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A 1. Building	\$5,733,000.00
	Common Area Contents	\$103,000.00
	2. Terrorism Cover under Section 1 Part A2	Applies
	PART B Loss of Rent/Temp Accommodation	\$859,950.00
OPTIONAL COVERS	1. Flood	Not Included
	2. Floating Floors	Included
SECTION 2	Liability	\$20,000,000.00
SECTION 3	Voluntary Workers	\$200,000.00/\$2,000.00
SECTION 5	Fidelity Guarantee	\$100,000.00
SECTION 6	Office Bearers' Liability	\$1,000,000.00
SECTION 7	Machinery Breakdown	\$0.00
SECTION 8	Catastrophe	\$0.00
SECTION 9	PART A - Government Audit Costs - Professional Fees	\$25,000.00
	PART B - Appeal Expenses	\$100,000.00
	PART C - Legal Defence Expenses	\$50,000.00
SECTION 10	Lot Owners' Fixtures and Improvements	\$300,000.00
SECTION 11	Loss of Lot Market Value	Not Included

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1 \$1,000 Insured Property

SECTION 9 \$1,000 Legal Defence Expenses and 10% Contribution

Underwriting Agency: SCIA - Strata Community Insurance Agencies Pty Ltd
Level 19/570 Bourke Street
Melbourne VIC 3000
ABN 72 165 914 009
AFS Licence No. 457787

Insurer: Allianz Australia Insurance Limited
2 Market Street
Sydney NSW 2000
ABN 15 000 122 850
AFS Licence No. 234708

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

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

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

PO Box 7069, Hawthorn North VIC 3122

Tel: 03 9597 0357

Email: contacts@stratainsurance.net

Web: www.stratainsurance.net

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

Not Applicable.

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

Date of Issue:	31 October 2025
Admin Bank Balance:	\$60,986.86
Maintenance Bank Balance:	\$0.00
Total Funds Held:	\$60,986.86

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

Not Applicable.

14. Appended documents following:

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

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

Signed on behalf of the Owners Corporation 737273DOC1 by



Amanda Flanagan
Body Corporate Strata Group - BCSG
03 7020 6300
PO Box 7078 Hawthorn Vic 3122



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

OWNERS CORPORATION LOT FINANCIAL LEDGER

For The Period: 30/10/2024 - 29/10/2026
Owners Corporation Number: 737273DOC1
Lot Number: Lot 7 (Unit 7)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/12/2025	856330815020	Standard Levy From 01/12/2025 To 28/02/2026	\$1,000.00	-	\$1,000.00	DR
Paid	01/09/2025	856330815004	Standard Levy From 01/09/2025 To 30/11/2025	\$1,000.00	-		CR
Payment Receipt	19/08/2025	856330815004	Payment: Standard Levy From 01/09/2025 To 30/11/2025	-	\$1,000.00	(\$1,000.00)	CR
Paid	07/08/2025	868246229712	Special Levy - Third Installment for Painting	\$795.45	-		CR
Payment Receipt	21/07/2025	868246229712	Payment: Special Levy - Third Installment for Painting	-	\$795.45	(\$795.45)	CR
Paid	20/06/2025	860641654773	2nd Instalment for Painting Works	\$795.45	-		CR
Payment Receipt	02/06/2025	860641654773	Payment: 2nd Instalment for Painting Works	-	\$795.45	(\$795.45)	CR
Paid	01/06/2025	856330814988	Standard Levy From 01/06/2025 To 31/08/2025	\$1,000.00	-		CR
Payment Receipt	26/05/2025	856330814988	Payment: Standard Levy From 01/06/2025 To 31/08/2025	-	\$1,000.00	(\$1,000.00)	CR
Paid	16/04/2025	858123288317	1st Instalment for Painting Works	\$681.82	-		CR
Payment Receipt	31/03/2025	858123288317	Payment: 1st Instalment for Painting Works	-	\$681.82	(\$681.82)	CR
Paid	26/03/2025	856330815051	Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	\$100.00	-		CR
Paid	26/03/2025	856330814973	Standard Levy From 01/03/2025 To 31/05/2025	\$1,000.00	-	(\$100.00)	CR
Payment Receipt	10/03/2025	856330815051	Payment: Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	-	\$100.00	(\$1,100.00)	CR
Payment Receipt	10/03/2025	856330814973	Payment: Standard Levy From 01/03/2025 To 31/05/2025	-	\$1,000.00	(\$1,000.00)	CR
Paid	01/12/2024	823712851124	Standard Levy From 01/12/2024 To 28/02/2025	\$900.00	-		CR
Payment Receipt	28/11/2024	823712851124	Payment: Standard Levy From 01/12/2024 To 28/02/2025	-	\$900.00	(\$900.00)	CR
Opening Balance at (30/10/2024)				-	-	\$0.00	CR
Closing Balance at (29/10/2026)				\$1,000.00	-	\$1,000.00	DR

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

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



MACQUARIE BANK

^Internet payments by bank account require pre-registration.
Please complete a Customer Initiated Direct Debit registration form available at <https://www.deft.com.au/>
Payments by Credit Card do not require pre-registration and a surcharge may apply.

 Pay by Credit Card or ^pre-registered bank account at https://www.deft.com.au/ Or by Credit Card via your StrataPort Lot Owner Resources Your DEFT Reference Number: 200706794261725	 Pay in person at any Australia Post Office by Cheque or EFTPOS.  *496 200706794 261725
 Pay via BPAY: Billers Code: 96503 Ref: 200706794261725	

Owners Corporation 737273DOC1
6-10 Valetta Street CARRUM VIC 3197

MINUTES OF MEETING

Meeting Type: Annual General Meeting
Date / Time: Wednesday, 5 February 2025 5:00 PM
Location: Lot.5 6-10 Valetta Street CARRUM VIC 3197

Minutes of the Annual General Meeting

Owners Corporation	737273DOC1
Property Address	6-10 Valetta Street CARRUM VIC 3197
Meeting Date	Wednesday, 5 February 2025
Meeting Location	Lot.5 6-10 Valetta Street CARRUM VIC 3197
Meeting Commenced	5:00 PM
Rep by	Amanda Flanagan
Members Present	Margaret Amy Rattle (2), Alan Bruce Vines (3), Tracey Anne Young (4), Katalin Pastor (5), Jennifer Jean Henry (8), Cara Louise Berry (10)
Proxies	Doreen Anstice (9) - represented by Katalin Pastor
Apologies	Nil
Non Attendance	Edward MacDonald & Annette Fay MacDonald (1), BELINDA JAYNE CLEMENTS (6), GARRY WILLIAMSON (7), Peter & Helene Brown (11)

* Indicates the Lot Owner was Not-financial.

1. Election Of A Chairperson For The Meeting

Amanda Flanagan is elected Chairperson for the Annual General Meeting.

Moved: Lot 5, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 7

Total Units: 11

Attendance Percentage: 63.64 %

Attendance by UOL

Total Eligible Attendee UOL: 700

Total UOL: 1100

Attendance Percentage: 63.64%

As a quorum was present all decisions of this meeting will be the decisions of the Owners Corporation.

Moved: Lot 5, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 06-Feb-2024

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge but not accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 5, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: The Members would like it noted a lengthy discussion was held at the 2024 AGM regarding the painting works and that a \$15,000 special levy is to be raised. Please refer to Maintenance for the 2025 resolution for the painting.

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge but not accept the Manager's Report as presented by the Manager.

Moved: Lot 5, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: Please disregard the Arrears (for lot 4) listed on page 32 of the Notice Of Meeting Pack. This was a timing issue between the new and old owner (levy had been sent to the old owner). Lot 4 is all paid and up to date.

5. Committee Report

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

Moved: Lot 10, Seconded: Lot 9, Votes For: 7, Against: 0, Abstain: 0

6. Financial Report

Building Financial Year End Date: 30-Nov-2024
Bank balance (Administration): \$33,770.88
Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager subject to requests for additional information as noted in Business Arising.

Moved: Lot 10, Seconded: Lot 9, Votes For: 7, Against: 0, Abstain: 0

Notes: Please refer to Item 1 under General Business.

7. Building Insurance

General Advice Warning

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

The PDS can be downloaded from the Insurance Documents section of the Generic Documentation area in your StrataPort account.
Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	Strata Insurance
Last Insurance Valuation Supplier Name:	Ensure Group
Last Valuation Date:	14-Feb-2022
Last Valuation Amount:	\$5,200,000.00
Insurer:	Strata Insurance - SCI

Policy Number:	VRSC21007223
Premium:	\$11,555.93
Policy Expiry Date:	01-Nov-2025

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

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

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

Moved: Lot 10, Seconded: Lot 9, Votes For: 7, Against: 0, Abstain: 0

8. Maintenance

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

8.1 Stradbroke Painters - Painting Quote

Works Category:
Painting

Works Description:
The Members resolved to proceed with the quote from Stradbroke Painters. The special Levy amount to be raised is \$15,000. The Members would like to pay the special levy in 2 instalments - first instalment due in Mid-April 2025 and then the second Instalment due in Mid-July 2025.

Pre Authorised Approval Amount:
\$0.00

Preferred Number Of Quotes:
N/A

Preferred Basis To Proceed With Quotes:
N/A

Nominated Representative Name / Contact Information:

Works Managed By:
Building Manager

Special Levy Required:
a special levy may be raised to meet the expected costs of these works

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: Post Meeting Note: The Manager has spoken with and emailed Andrew Fournarakis from

Stradbroke Painters and he confirmed the quote (price) is held until Spring 2025. He did advise Spring is a very busy time for him therefore the Owners Corporation will need to be flexible with dates (in Spring 2025).

P:5

9. Maintenance Plan

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

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

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

10. Caretaking

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

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: The Manager is to contact the Caretaker and remind them to ensure they vacuum / clean the passage way (behind the door near the lift that leads to units 1 and 2).

11. OHS Requirements

10-Feb-2020

Last OHS Report is more than 3 years: Yes

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

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: The Manager advised The Members to notify BCSG should they become aware of any hazards at the property that need to be addressed / rectified.

12. Essential Safety Measures

Last ESM Report Date: 18-11-2024

It was noted that an Annual Essential Safety Measures Report will be undertaken and provided as part of the regular ESM maintenance program. The Members of the Owners Corporation resolved by ordinary resolution that on receipt of the Essential Safety Measures Report the Manager will arrange for any rectification works of up to \$1000 to be undertaken. For rectification works of more than \$1000 the Manager will arrange quotes and seek the approval of the Committee and/or Chairperson to proceed. It was noted that a Special Levy may be required to meet the cost of these works.

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: Any works / quotes for ESM need to be approved by The Chairperson (even if under \$1000).

The Manager is enquire with In2Fire about the Carbon Monoxide sensor / mute button and the process for servicing / quoted works and update The Committee accordingly.

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total	Amended Total
Caretaking	CARETAKING -A	\$7,000.00	\$7,000.00
Common Electricity	ELECTRICITY -A	\$3,200.00	\$3,200.00
Common Water	WATER-A	\$600.00	\$600.00
Disbursement Fee	DSBRSMNT- A	\$935.00	\$935.00
ESM Audit	ESM-AUDIT- A	\$4,400.00	\$4,400.00
ESM Repairs	ESM-A	\$8,000.00	\$6,706.00
Insurance Premium	INS- PREMIUM-A	\$13,800.00	\$13,800.00
Legislative & Compliance Fee	LEGIS- CMLNC-A	\$600.00	\$600.00
Maintenance	MAINTENANC E-A	\$4,000.00	\$4,000.00
Management Fees	MNGMNT- FEES-A	\$2,750.00	\$2,200.00
Professional Services - Accounting/Legal/Other	PROF-SVC- FEES-A	\$99.00	\$99.00
Schedule 2.2 charges	SCHEDULE- 2.2-A	\$460.00	\$460.00
Total Admin Fund		\$45,844.00	\$44,000.00

Maintenance Fund

Expense Account Name	GL Code	Proposed Total	Amended Total
Nil Maintenance Fund items			
Total Maintenance Fund		\$0.00	\$0.00
Total Budget		\$45,844.00	\$44,000.00

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

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

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 1100
Fee Frequency: Quarterly
Fee Year Start Date: 01-Dec-2024

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

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Edward MacDonald & Annette Fay MacDonald (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
2	Margaret Amy Rattle (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
3	Alan Bruce Vines (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
4	Tracey Anne Young (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
5	Katalin Pastor (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
6	BELINDA JAYNE CLEMENTS (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
7	GARRY WILLIAMSON (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
8	Jennifer Jean Henry (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
9	Doreen Anstice (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
10	Cara Louise Berry (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
11	Peter & Helene Brown (UOL: 100)	\$4,167.64	\$4,000.00	\$1,041.91	\$1,000.00
Grand Total:		\$45,844.00	\$44,000.00		

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

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
1	Edward MacDonald & Annette Fay MacDonald	--
2	Margaret Amy Rattle	--
3	Alan Bruce Vines	Incoming Secretary
4	Tracey Anne Young	--
5	Katalin Pastor	Incoming Chairperson
6	BELINDA JAYNE CLEMENTS	--
7	GARRY WILLIAMSON	--
8	Jennifer Jean Henry	--
9	Doreen Anstice	--

Lot	Owner Name	Committee
10	Cara Louise Berry	--
11	Peter & Helene Brown	Committee

The Members of the Owners Corporation resolved by ordinary resolution to elect a Committee in accordance with the Owners Corporation Act 2006 Part 5 - Committees.

Moved: Lot 9, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Katalin Pastor (Lot 5)

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

Moved: Lot 10, Seconded: Lot 3, Votes For: 7, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary: Alan Bruce Vines (Lot 3)

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

Notes: Kim Vines (Lot 3) will be The Secretary.

19. Designation Of Public Officer

Proposed Public Officer: David Leece

Proposed Additional Authorised ATO Contact: Kate Morrall

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

20. Penalty Interest

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

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

21. Arrears

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for an overdue administration fee of the proposed 30-Day Arrears Penalty Amount, and that all Contributions overdue by 60 days from the due date will be liable for an Overdue Administration Fee of the Proposed 60 Day Arrears Penalty Amount, payable to the Manager.

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

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

23.1 Refund from OC 2

OC 1 will receive a refund from OC 2 (this will show in next years financials) as 3 invoices were accidentally paid out of OC 1. The total amount to be refunded is: \$1303.25 - this is for 1 mechanical invoice (\$1019.45) and 2 x common phone invoices (\$141.90 each).

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

23.2 Bin Cleaning

Members resolved for the bin cleaning to be undertaken by lot 5 in the amount of \$300.00 lot 5 to pass on bank details and manager to reimburse the funds.

Moved: Lot 10, Seconded: Lot 3, Votes For: 7, Against: 0, Abstain: 0

Notes: The Manager is to add this as a Standing Minute (for the next Notice of Meeting Pack).

23.3 Bin Service

Members resolved for the \$520.00 for the bin service to be reimbursed to Jenny. Jenny to supply bank details

Moved: Lot 5, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

Notes: The Manager is to add this as a Standing Minute (for the next Notice of Meeting Pack).

23.4 Bins

The Manager is to send a reminder letter out to all residents about placing items in the correct bins (i.e. no bottles in the red lid bin) and advise residents when placing food scraps in the Food Organics and Garden Organics (FOGO Bins) please ensure food scraps go in compostable liners / bags (that break down) and ensure the bags are tied up. No loose food scraps are to be placed in the FOGO bins as this is causing an issue with maggots.

Moved: Lot 4, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

23.5 Food Organics and Garden Organics (Fogo Bins)

The Owners Corporation have not been paying for green waste (FOGO) bins. Council may potentially notice this oversight and request that the Owners Corporation pay for 2 green waste (FOGO Bins). Should this occur / come to light The Owners Corporation will need to pay \$172 per year (for 2 x 240 Litre green waste / FOGO bins).

Moved: Lot 8, Seconded: Lot 9, Votes For: 7, Against: 0, Abstain: 0

Notes: Post Meeting Note: Council have now made contact advising The Owners Corporation they need to order / make payment for 2 x 240 Litre green waste / FOGO bins at a cost of \$172 per year (costs may increase in each). The Manager is in process of arranging bins / payment.

23.6 Carpert Cleaning

Cara Berry (Lot 10) advised The Members she has a contact who can undertake Carpet Steam Cleaning at the property. The Manager advised Cara she can pay the contractor directly and then send The Manager the receipt of Payment / Invoice / showing \$0 balance and we can reimburse her or alternately we would need copy of the Contractors public liability plus some other details to load the Contractor into the database - to be able to pay his invoice through the Owners Corporation).

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

23.7 Contacting The Manager

If owners prefer, they can contact The Manager directly on the following email address: aflanagan@bodycorporatestrata.com.au or the wider team can assist with general queries - the email address for the wider team is: service@bodycorporatestrata.com.au

Moved: Lot 5, Seconded: Lot 10, Votes For: 7, Against: 0, Abstain: 0

24. Appointment Of The Manager

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

The fees will be charged as per the resolved budget.

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

25. Instrument Of Delegation

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

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

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 04-Feb-2026

Location: On-Site

Address:

Lot: 5

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

Moved: Lot 10, Seconded: Lot 5, Votes For: 7, Against: 0, Abstain: 0

Meeting Closed: 05-Feb-2025 6:25 PM

After Hours Contact

Tymaline Building Services (for emergency common property issues only)

contact 0418 362 023.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

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

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

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

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

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

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

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

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

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

Page 1 of 3

737273DOC1
 C/- Body Corporate Strata Group
 PO Box 7078
 HAWTHORN VIC 3122

TAX INVOICE

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

Invoice Date: 24/10/2025
Invoice No: 63948
Our Reference: 737273DOC1

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

Class of Policy: Strata Pack Residential
Insurer: Allianz Australia Insurance Ltd
 360 Elizabeth Street Melbourne VIC 3000
 ABN: 15 000 122 850
The Insured: 737273D

RENEWAL

Policy No: VRSC21007223
Period of Cover:
 From 1/11/2025
 to 1/11/2026 at 4:00 pm

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

Rnwl: 6-10 VALETTA STREET CARRUM VIC 3197
 01.11.2025 to 01.11.2026 at 4.00pm

Your Premium:

Premium	Insurer Fee	Fire Levy	GST	Stamp Duty	Broker Fee
\$8,479.57	\$180.00	\$0.00	\$964.24	\$754.11	\$982.75

Commission earned on this policy \$1,865.50

TOTAL \$11,360.67

(A processing fee applies for Credit Card payments)

PLEASE READ IMPORTANT INFORMATION AT
www.stratainsurance.net



Please see attached for further payment methods & instructions



Biller Code: 20362
Ref: 4042858191550931



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au
 A surcharge may apply.
DEFT Reference Number: 4042858191550931



*498 404285 08191550931

Strata Solutions International Pty Ltd

Our Reference: 737273DOC1
Invoice No: 63948
Due Date: 1/11/2025

Premium \$8,479.57
U'writer Levy \$180.00
Fire Levy \$0.00
GST \$964.24
Stamp Duty \$754.11
Broker Fee \$982.75

AMOUNT DUE \$11,360.67

Schedule of Insurance

Class of Policy:	Strata Pack Residential	Policy No:	VRSC21007223
The Insured:	737273D	Invoice No:	63948
		Our Ref:	737273DOC1

The Insured	Owners Corporation No. 737273DOC1
Situation	6-10 Valetta Street CARRUM VIC 3197
Policy Period:	01/11/2025 - 01/11/2026 at 4.00pm

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A 1. Building	\$5,733,000.00
	Common Area Contents	\$103,000.00
	2. Terrorism Cover under Section 1 Part A2	Applies
	PART B Loss of Rent/Temp Accommodation	\$859,950.00
OPTIONAL COVERS	1. Flood	Not Included
	2. Floating Floors	Included
SECTION 2	Liability	\$20,000,000.00
SECTION 3	Voluntary Workers	\$200,000.00/\$2,000.00
SECTION 5	Fidelity Guarantee	\$100,000.00
SECTION 6	Office Bearers' Liability	\$1,000,000.00
SECTION 7	Machinery Breakdown	\$0.00
SECTION 8	Catastrophe	\$0.00
SECTION 9	PART A - Government Audit Costs - Professional Fees	\$25,000.00
	PART B - Appeal Expenses	\$100,000.00
	PART C - Legal Defence Expenses	\$50,000.00
SECTION 10	Lot Owners' Fixtures and Improvements	\$300,000.00
SECTION 11	Loss of Lot Market Value	Not Included

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

- SECTION 1 \$1,000 Insured Property
- SECTION 9 \$1,000 Legal Defence Expenses and 10% Contribution

Schedule of Insurance

Page 3 of 3

Class of Policy: Strata Pack Residential
The Insured: 737273D

Policy No: VRSC21007223
Invoice No: 63948
Our Ref: 737273DOC1

Underwriting Agency: SCIA - Strata Community Insurance Agencies Pty Ltd
Level 19/570 Bourke Street
Melbourne VIC 3000
ABN 72 165 914 009
AFS Licence No. 457787

Insurer: Allianz Australia Insurance Limited
2 Market Street
Sydney NSW 2000
ABN 15 000 122 850
AFS Licence No. 234708

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

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

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722
PO Box 7069, Hawthorn North VIC 3122 Tel: 03 9597 0357
Email: contacts@stratainsurance.net Web: www.stratainsurance.net

Owners Corporation 737273DOC2

6-10 Valetta Street CARRUM VIC 3197

Owners Corporation Certificate

Date Of Issue: Friday, 31 October 2025

Owners Corporation Certificate

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

Owners Corporation No. 2 Strata Plan No. 737273DOC2

Lot Address:	6-10 Valetta Street CARRUM VIC 3197
Vendor Name:	GARRY WILLIAMSON
Reference:	
Certificate Prepared For:	Nicole Chong
Contact e-Mail:	office@kcsolicitors.com.au
Contact Number:	0395970992

This certificate is issued for Lot 7 / Unit 7 on Plan No. 737273DOC2

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

IMPORTANT: The information in this certificate is issued on 31 October 2025. You should obtain a new certificate for current information prior to settlement.

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

3. The Owners Corporation has the following insurance cover:

Insurance Broker Name:	No Insurance Required
Insurer:	Unknown Insurer
Policy Number:	Unknown Policy Number
Policy Expiry Date:	31 December 2199

Insurance Type	Sum Insured	Excess	Notes
Other:	\$0.00	\$0.00	

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

No Insurance Required

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

Date of Issue:	31 October 2025
Admin Bank Balance:	\$5,074.77
Maintenance Bank Balance:	\$0.00

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

Possible Other Liabilities

The Manager notes that the Owners Corporation Building Insurance Policy is covered under the budget of Owners Corporation 1.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

12. Appointment of an administrator:

Not Applicable.

13. Any other Information:

Not Applicable.

14. Appended documents following:

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

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

Signed on behalf of the Owners Corporation 737273DOC2 by



Amanda Flanagan
Body Corporate Strata Group - BCSG
03 7020 6300
PO Box 7078 Hawthorn Vic 3122

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

OWNERS CORPORATION LOT FINANCIAL LEDGER

For The Period: 30/10/2024 - 29/10/2026
Owners Corporation Number: 737273DOC2
Lot Number: Lot 7 (Unit 7)

Status/Type	Date	Reference	Details	Debit	Credit	Balance	
Not Yet Due	01/12/2025	856330807323	Standard Levy From 01/12/2025 To 28/02/2026	\$333.33	-	\$333.33	DR
Paid	01/09/2025	856330807308	Standard Levy From 01/09/2025 To 30/11/2025	\$333.33	-	\$0.00	CR
Payment Receipt	13/08/2025	856330807308	Payment: Standard Levy From 01/09/2025 To 30/11/2025	-	\$333.33	(\$333.33)	CR
Paid	01/06/2025	856330807292	Standard Levy From 01/06/2025 To 31/08/2025	\$333.33	-	\$0.00	CR
Payment Receipt	26/05/2025	856330807354	Payment: Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	-	\$0.10	(\$333.33)	CR
Payment Receipt	26/05/2025	856330807292	Payment: Standard Levy From 01/06/2025 To 31/08/2025	-	\$333.33	(\$333.23)	CR
Paid	26/03/2025	856330807354	Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	\$41.66	-	\$0.10	DR
Paid	26/03/2025	856330807276	Standard Levy From 01/03/2025 To 31/05/2025	\$333.33	-	(\$41.56)	CR
Payment Receipt	10/03/2025	856330807354	Payment: Adjustment(A) Standard Levy From 01/12/2024 To 30/11/2025	-	\$41.56	(\$374.89)	CR
Payment Receipt	10/03/2025	856330807276	Payment: Standard Levy From 01/03/2025 To 31/05/2025	-	\$333.33	(\$333.33)	CR
Paid	01/12/2024	823713679806	Standard Levy From 01/12/2024 To 28/02/2025	\$291.67	-	\$0.00	CR
Opening Balance at (30/10/2024)				-	\$291.67	(\$291.67)	CR
Closing Balance at (29/10/2026)				\$333.33	-	\$333.33	DR

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

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

 ^Internet payments by bank account require pre-registration. Please complete a Customer Initiated Direct Debit registration form available at https://www.deft.com.au/ Payments by Credit Card do not require pre-registration and a surcharge may apply.	
 Pay by Credit Card or ^pre-registered bank account at https://www.deft.com.au/ Or by Credit Card via your StrataPort Lot Owner Resources Your DEFT Reference Number: 241021534264225	 Pay in person at any Australia Post Office by Cheque or EFTPOS.  *496 241021534 264225
 Pay via BPAY: Biller Code: 96503 Ref: 241021534264225	

Owners Corporation 737273DOC2
6-10 Valetta Street CARRUM VIC 3197

MINUTES OF MEETING

Meeting Type: Annual General Meeting
Date / Time: Wednesday, 5 February 2025 4:30 PM
Location: Onsite lot 5

Minutes of the Annual General Meeting

Owners Corporation	737273DOC2
Property Address	6-10 Valetta Street CARRUM VIC 3197
Meeting Date	Wednesday, 5 February 2025
Meeting Location	Onsite lot 5
Meeting Commenced	4:30 PM
Rep by	Amanda Flanagan
Members Present	Jennifer Jean Henry (8), Cara Louise Berry (10)
Proxies	Doreen Anstice (9) - represented by Katalin Pastor
Apologies	Nil
Non Attendance	BELINDA JAYNE CLEMENTS (6), GARRY WILLIAMSON (7), Peter & Helene Brown (11)

* Indicates the Lot Owner was Not-financial.

1. Election Of A Chairperson For The Meeting

Amanda Flanagan is elected Chairperson for the Annual General Meeting.

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 3

Total Units: 6

Attendance Percentage: 50 %

Attendance by UOL

Total Eligible Attendee UOL: 300

Total UOL: 600

Attendance Percentage: 50%

As a quorum was present all decisions of this meeting will be the decisions of the Owners Corporation.

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

3. Minutes Of Previous Meeting

Previous AGM date: 06-Feb-2024

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

4. Manager's Report

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge but not accept the Manager's Report as presented by the Manager.

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

Notes: Refer to General Business

5. Committee Report

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

6. Financial Report

Building Financial Year End Date: 30-Nov-2024

Bank balance (Administration): \$6,172.00

Bank balance (Maintenance/Investment): \$0.00

The Members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the Financial Reports as presented by the Manager subject to requests for additional information as noted in Business Arising.

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

Notes: Refer to General Business (item 1).

7. Building Insurance

General Advice Warning

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

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

Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	No Insurance Required
Last Valuation Date:	
Last Valuation Amount:	
Insurer:	Unknown Insurer
Policy Number:	Unknown Policy Number
Policy Expiry Date:	31-Dec-2199

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

No insurance required.

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

Notes: Refer to OC 1 (OC 2 does not resolve the Insurance).

8. Maintenance

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

No resolution required for this agenda item.

9. Maintenance Plan

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

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

10. Caretaking

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

Notes: Caretaking is resolved in OC 1.

11. OHS Requirements

Last OHS Report Date: N/A

Last OHS Report is more than 3 years: Yes

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

Notes: OH&S is resolved in OC 1.

12. Essential Safety Measures

Last ESM Report Date: 10-05-2024

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

Notes: ESM is resolved in OC 1.

13. Standing Minutes

No resolution required for this agenda item.

14. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total
Common Telephone	TELEPHONE-A	\$1,800.00
Disbursement Fee	DSBRSMNT-A	\$510.00
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$550.00
Mechanical Services	MECH-SVCS-A	\$4,854.00
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$66.00
Schedule 2.2 charges	SCHEDULE-2.2-A	\$220.00
Total Admin Fund		\$8,000.00

Maintenance Fund

Expense Account Name	GL Code	Proposed Total
Nil Maintenance Fund items		
Total Maintenance Fund		\$0.00
Total Budget		\$8,000.00

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

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

15. Owners Corporation Contributions

Total UOL: 600

Fee Frequency: Quarterly

Fee Year Start Date: 01-Dec-2024

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

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
6	BELINDA JAYNE CLEMENTS (UOL: 100)	\$1,333.33	\$1,333.33	\$333.33	\$333.33
7	GARRY WILLIAMSON (UOL: 100)	\$1,333.33	\$1,333.33	\$333.33	\$333.33
8	Jennifer Jean Henry (UOL: 100)	\$1,333.33	\$1,333.33	\$333.33	\$333.33
9	Doreen Anstice (UOL: 100)	\$1,333.33	\$1,333.33	\$333.33	\$333.33
10	Cara Louise Berry (UOL: 100)	\$1,333.33	\$1,333.33	\$333.33	\$333.33
11	Peter & Helene Brown (UOL: 100)	\$1,333.33	\$1,333.33	\$333.33	\$333.33
Grand Total:		\$8,000.00	\$8,000.00		

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

16. Election Of The Committee

Lot	Owner Name	Committee
6	BELINDA JAYNE CLEMENTS	--
7	GARRY WILLIAMSON	--
8	Jennifer Jean Henry	--
9	Doreen Anstice	--
10	Cara Louise Berry	--
11	Peter & Helene Brown	--

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

17. Election Of The Chairperson

Chairperson: Jennifer Jean Henry (Lot 8)

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

Moved: Lot 10, Seconded: Lot 9, Votes For: 3, Against: 0, Abstain: 0

18. Election of the Secretary

Secretary:

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

19. Designation Of Public Officer

Proposed Public Officer: David Leece

Proposed Additional Authorised ATO Contact: Kate Morrall

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

20. Penalty Interest

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

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

21. Arrears

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

22. Special Resolutions

No resolution required for this agenda item.

23. General Business

23.1 OC 2 to refund OC 1 \$1303.25

OC 2 is to refund OC 1 for 3 x invoices accidentally paid out of OC 1. This will show in next year's financials. The total amount to be refunded to OC 1 is: \$1303.25 this is for 1 mechanical invoice (\$1019.45) and 2 x common telephone invoices (\$141.90 each).

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

Notes: This was processed on 14.1.25.

23.2 Works / Quotes for Lift Repairs

Any works / quotes for lift repairs need to be approved by The Chairperson (even if under \$1000).

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

23.3 Lift Telephone

The Manager is to investigate if the invoice paid for the phone in the lift can be reviewed (can it be on a cheaper plan - without compromising service / quality).

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

24. Appointment Of The Manager

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

The fees will be charged as per the resolved budget.

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

Moved: Lot 8, Seconded: Lot 10, Votes For: 3, Against: 0, Abstain: 0

25. Instrument Of Delegation

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

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

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

26. Details Of Next AGM

Next AGM date: 04-Feb-2026

Location: Onsite lot 5

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

Moved: Lot 10, Seconded: Lot 8, Votes For: 3, Against: 0, Abstain: 0

Meeting Closed: 05-Feb-2025 4:55 PM

After Hours Contact

Tymaline Building Services (for emergency common property issues only)

contact 0418 362 023.

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

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

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

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

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

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

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

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

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

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

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

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

Page 1 of 3

737273DOC1
 C/- Body Corporate Strata Group
 PO Box 7078
 HAWTHORN VIC 3122

TAX INVOICE

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

Invoice Date: 24/10/2025
Invoice No: 63948
Our Reference: 737273DOC1

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

Class of Policy: Strata Pack Residential
Insurer: Allianz Australia Insurance Ltd
 360 Elizabeth Street Melbourne VIC 3000
 ABN: 15 000 122 850
The Insured: 737273D

RENEWAL

Policy No: VRSC21007223
Period of Cover:
 From 1/11/2025
 to 1/11/2026 at 4:00 pm

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

Rnwl: 6-10 VALETTA STREET CARRUM VIC 3197
 01.11.2025 to 01.11.2026 at 4.00pm

Your Premium:

Premium	Insurer Fee	Fire Levy	GST	Stamp Duty	Broker Fee
\$8,479.57	\$180.00	\$0.00	\$964.24	\$754.11	\$982.75

Commission earned on this policy \$1,865.50

TOTAL \$11,360.67

(A processing fee applies for Credit Card payments)

PLEASE READ IMPORTANT INFORMATION AT
www.stratainsurance.net



Please see attached for further payment methods & instructions



Biller Code: 20362
Ref: 4042858191550931



Pay by credit card (Visa, Mastercard, Amex or Diners) at www.deft.com.au
 A surcharge may apply.
DEFT Reference Number: 4042858191550931



*498 404285 08191550931

Strata Solutions International Pty Ltd

Our Reference: 737273DOC1
Invoice No: 63948
Due Date: 1/11/2025

Premium \$8,479.57
U'writer Levy \$180.00
Fire Levy \$0.00
GST \$964.24
Stamp Duty \$754.11
Broker Fee \$982.75

AMOUNT DUE \$11,360.67

The Insured

Owners Corporation No. 737273DOC1

Situation

6-10 Valetta Street CARRUM VIC 3197

Policy Period:

01/11/2025 - 01/11/2026 at 4.00pm

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A 1. Building	\$5,733,000.00
	Common Area Contents	\$103,000.00
	2. Terrorism Cover under Section 1 Part A2	Applies
	PART B Loss of Rent/Temp Accommodation	\$859,950.00
OPTIONAL COVERS	1. Flood	Not Included
	2. Floating Floors	Included
SECTION 2	Liability	\$20,000,000.00
SECTION 3	Voluntary Workers	\$200,000.00/\$2,000.00
SECTION 5	Fidelity Guarantee	\$100,000.00
SECTION 6	Office Bearers' Liability	\$1,000,000.00
SECTION 7	Machinery Breakdown	\$0.00
SECTION 8	Catastrophe	\$0.00
SECTION 9	PART A - Government Audit Costs - Professional Fees	\$25,000.00
	PART B - Appeal Expenses	\$100,000.00
	PART C - Legal Defence Expenses	\$50,000.00
SECTION 10	Lot Owners' Fixtures and Improvements	\$300,000.00
SECTION 11	Loss of Lot Market Value	Not Included

EXCESS
You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1 \$1,000 Insured Property

SECTION 9 \$1,000 Legal Defence Expenses and 10% Contribution

Schedule of Insurance

Page 3 of 3

Class of Policy: Strata Pack Residential
The Insured: 737273D

Policy No: VRSC21007223
Invoice No: 63948
Our Ref: 737273DOC1

Underwriting Agency: SCIA - Strata Community Insurance Agencies Pty Ltd
Level 19/570 Bourke Street
Melbourne VIC 3000
ABN 72 165 914 009
AFS Licence No. 457787

Insurer: Allianz Australia Insurance Limited
2 Market Street
Sydney NSW 2000
ABN 15 000 122 850
AFS Licence No. 234708

Proportion: 100%

Insurance Brokers Code of Practice & External Disputes Resolution Service

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

Strata Solutions International Pty Ltd trading as Strata Insurance ABN 58 080 071 307 AFS Licence no 234722
PO Box 7069, Hawthorn North VIC 3122 Tel: 03 9597 0357
Email: contacts@stratainsurance.net Web: www.stratainsurance.net

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](https://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.

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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.