

Contract of Sale of Land

**Property: Unit 3, 34 Canberra Street, Carrum
VIC 3197**

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* 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*.

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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

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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*.

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):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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/...../.....

PETER DAVID JAMES

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

TRACY JAMES

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: jo.barclay@obre.com.au
Tel: 03 9772 7077 Mob: 0439 394 434 Fax: 03 9772 7022 Ref: Jo Barclay

Vendor

Name: Peter David James and Tracy James
Address: Unit 3, 34 Canberra Street, Carrum VIC 3197
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing
Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195
Email: enquiries@sunnyoaks.com.au
Tel: 03 9782 1432 Mob: Fax: Ref: 26/081

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10668 Folio 259	3	PS 441636R

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 3, 34 Canberra Street, Carrum VIC 3197

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

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

Payment

Price \$ _____
Deposit \$ _____ by _____ / _____ / 2026 (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 _____ / _____ / 2026

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

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

Pest report

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

Special Conditions

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

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

SPECIAL CONDITION 1 - Settlement Rescheduling Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of \$330.00 plus GST at settlement for each rescheduled settlement.

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) obtains 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

- 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

eCOSID: 186218256 (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

eCOSID: 186218256 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the 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.

334 CANBERRA STREET CARRUM VIC 3197

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SECTION 32

STATEMENT

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

Vendor:	Peter David James and Tracy James
Property:	Unit 3, 34 Canberra Street, Carrum VIC 3197 Being Lot 3 on Plan of Subdivision 441636R being all the Land described in Certificate of Title Volume 10668 Folio 259

VENDORS REPRESENTATIVE

Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

Tel: 03 9782 1432
Email: conveyancing@sunnyoaks.com.au

Ref: KS:26/081

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	UNIT 3, 34 CANBERRA STREET, CARRUM VIC 3197
-------------	---

Vendor's name	Peter David James	Date
Vendor's signature		19/02/2026
Vendor's name	Tracy James	Date
Vendor's signature		19/02/2026

Purchaser's name	Date
Purchaser's signature	/ /
Purchaser's name	Date
Purchaser's signature	/ /

1. FINANCIAL MATTERS

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

Authority	Amount
(1) Kingston Council Rates	\$1,791.69 approx.
(2) South East Water Rates	As per Certificate
(3) State Revenue Land Tax	As per Certificate
(4) Owners Corporation Fees - Insurance	\$883.33 approx.

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction save and except for decking, shed and paving that may be partially over an easement. Potential purchaser/s are to make their own due diligence enquiries. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

- ☒ The required specified information is as follows:
- | | |
|-----------------------------------|--|
| (a) Name of planning scheme | Kingston Planning Scheme |
| (b) Name of responsible authority | Kingston Council |
| (c) Zoning of the land | NRZ - Neighbourhood Residential Zone with Schedule 7 |

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:

Are contained in the attached certificates and/or statements as/if applicable. Potential purchaser/s are to make their own due diligence enquiries. Otherwise none to the Vendors knowledge - however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

- 4.4 **The council has designated all properties in the Kingston Council** to be in an area in which buildings are likely to be subject to termite infestation.

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION - INSURANCE

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

SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Notice to Purchaser

(GST Withholding Regime)

Property: Unit 3, 34 Canberra Street, Carrum VIC 3197

Vendor: Peter David James and Tracy James

The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not required to withhold GST

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

Page 1 of 2

VOLUME 10668 FOLIO 259

Security no : 124131998866A
Produced 09/02/2026 05:09 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 441636R.
PARENT TITLES :
Volume 10200 Folio 838 to Volume 10200 Folio 839
Volume 10566 Folio 032
Created by instrument PS441636R 13/08/2002

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 5 equal undivided shares
Sole Proprietor
PETER DAVID JAMES of 3 FIFTH STREET PARKDALE VIC 3195
As to 4 of a total of 5 equal undivided shares
Sole Proprietor
TRACY JAMES of 3 FIFTH STREET PARKDALE VIC 3195
AG075969C 10/09/2008

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AG075970T 10/09/2008
WESTPAC BANKING CORPORATION

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 as to part Section 173 Planning and Environment Act 1987
T139842V 14/06/1994

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AB417709W 16/07/2002

DIAGRAM LOCATION

SEE PS441636R 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 3 34 CANBERRA STREET CARRUM VIC 3197

ADMINISTRATIVE NOTICES

NIL

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

Page 2 of 2

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS441636R

DOCUMENT END

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\$60

BY LETTER

T139842V

Form 9.1

Lodged by: Responsible Authority

Code:

3971T
3791T



140594 2005 173 250 T139842V

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 *Planning and Environment Act 1987* for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Volume 6074 Folio 690

ADDRESS OF THE LAND

34 Canberra Street, Carrum

RESPONSIBLE AUTHORITY (name and address)

City of Chelsea, Municipal Offices, 1 Chelsea Road, Chelsea 3196

PLANNING SCHEME

Chelsea Planning Scheme

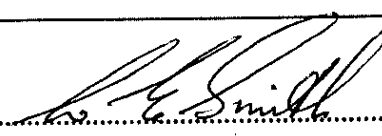
AGREEMENT DATE

30/5/94

AGREEMENT WITH (Name and Address)

(Phillip Maurice Dowd of 31 Dolphin Street, Aspendale

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority..... 

Name of Officer: Warwick Edward Smith

Date: 6/6/94

Planning and Environment Regulations Form 9.1

A²⁰/6/94

DATED 30th May.1994

THE MAYOR COUNCILLORS AND CITIZENS
OF THE CITY OF CHELSEA

and

Phillip Maurice Dowd

of

31 Dolphin Street, Aspendale

AGREEMENT PURSUANT TO SECTION 173
PLANNING AND ENVIRONMENT
ACT 1987 (AS AMENDED)

1.

THIS AGREEMENT made the 30th day of May, 1994...pursuant to Section 173 of the Planning and Environment Act 1987 (as amended) ("the Act")

BETWEEN: THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF CHELSEA of Municipal Offices 1 Chelsea Road, Chelsea ("the Responsible Authority") of the one part

AND PHILLIP MAURICE DOWD
31 DOLPHIN STREET, ASPENDALE
("the owners") of the other part.

WHEREAS:-

- A. The Owners are or are entitled to be the registered proprietors of 34 Canberra Street, Carrum, and being the land more particularly described in Certificate of Title Volume 6074 Folio 690 ("the land") which is to be subdivided to create lots 1 and 2 on Plan of Subdivision No. PS 332811J.
- B. The owner made application to Council, pursuant to the Subdivision Act 1988 (as amended), to subdivide the land into two lots for the purpose of using the said lots for dual occupancy. A subdivision for the sole purpose of dual occupancy in a Residential 'C' zone is 'as of right' pursuant to the Chelsea Planning Scheme.

2.

C. The Responsible Authority and the Owners have agreed that, without restricting or limiting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement shall be treated as being an Agreement under Section 173 of the Act.

NOW IT IS AGREED as follows:

1. "The subject land" shall mean the land described as Lot Pt. 34 L.P. 6181 Volume 6074 Folio 690 as comprised in its current title or Lots 1 and 2 on Plan of Subdivision No. PS 332811 J.

2. The Owners (which term shall include the Owners or Owners of the land from time to time) with the intent that their covenants hereunder shall run with the land hereby covenants and agrees that:-

A. Lots 1 and 2 on Plan of Subdivision PS 332811J will only be used for the erection and construction of buildings and works for the purpose of detached houses for dual occupancy, in accordance with the following provisions;

1. Each lot shall be developed and used for one dwelling only, and the site coverage of all buildings must not exceed 60 percent of the area of each lot.

3.

2. No window of a habitable room with a sill less than 1.7 metres above floor level may directly overlook a window, with a sill less than 1.7 metres above floor level, on the same site or on adjoining land, unless a screen is erected to prevent such overlooking.
3. A wall of a new dwelling (including garages and carports) must not be:
 - a) Nearer the frontage than a distance equal to the lease setback from the frontage of any wall of a dwelling on an adjoining lot with frontage to the same road.
 - b) Nearer a side boundary than 1.2 metres if the wall is not higher than 3.6 metres or nearer than 1.2 metres plus 100 millimetres for every 300 millimetres or part that the wall exceeds 3.6 metres.
4. The dwelling must have open space at ground level free from buildings which:
 - a) Has a total area of at least 50 square metres.
 - b) Has a minimum dimension of 2.4 metres.
 - c) Comprises not more than 2 separate parts, each of at least 16 square metres.

4.

5. At least one car space must be provided on each lot with access to an abutting road. This provision is in addition to the area provided for open space.

6. Lots 1 and 2 must continue to be referred to as the whole, or a part, of a dual occupancy despite the subdivision of the site which created the 2 separate lots.

7. No new buildings on either lot 1 or lot 2 may exceed 2 storeys, excluding a basement.

B. 1 The dwelling on lot 2, must not exceed 100 square metres in floor area, excluding any verandah, garage or outbuilding.

2. No new detached building on lot 2, may exceed 1 storey.

5.

3a Pursuant to the Subdivision Act of 1988 (as amended as the land is capable, subject to Council's consent of being subdivided into more than 2 lots a 5% public open space contribution is required. Council is prepared to defer the 5% public open space requirement for the current 2 lot subdivision. In the event of further subdivision of Lot 2 on P.S.332811J, the 5% public open space requirement owing will be required for all that land in the parent title from which Lots 1 and 2 on P.S.332811J were created. The owner of Lot 2 will be required to pay all of the 5% public open space requirement which is owing.

3b In the event that Council consents to the further subdivision of Lot 2 on P.S.332811J, and the outstanding open space contribution has been paid, this agreement shall cease to have any force or effect over the said lot.

C. 1. A planning permit may be granted by the Responsible Authority to amend, alter, vary or delete the restrictions contained herein.

6.

2. The Owners covenant and agree to do all things necessary including the signing of any further agreements or other documents that may be required to ensure that the covenants and agreements hereunder are carried out and effected and the successors in title agree to do all things necessary to enable the Council to enter memoranda of this Agreement on the Certificates of Titles to the subject land in accordance with Section 181 of the Planning and Environment Act including signing any further agreement acknowledgement or document to enable the said memoranda to be registered under that Section.
3. The Owners shall pay the Responsible Authority reasonable costs in respect to the preparation, execution and subsequent registration of a Memorandum of the Agreement.

1.

IN WITNESS WHEREOF the parties have hereunto set their hands and
seals the day and year first herein before written.

THE COMMON SEAL OF THE MAYOR.

COUNCILLORS AND CITIZENS OF THE

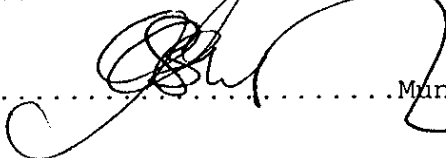
CITY OF CHELSEA

was hereunto affixed in

the presence of:

..........Mayor

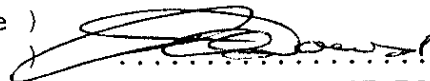
..........Councillor

..........Municipal Clerk

SIGNED by the said Phillip Maurice)

DOWD in the present of :

..........
Witness

.....
PHILLIP MAURICE DOWD

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AB417709W



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: ~~Cleeland Holdings Pty Ltd~~
Phone:
Address: 1 Gemini Court, Wheelers Hill
Ref:
Customer Code:

F. A. Whello

17002

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: No. 34 (Lots 1 & 2 on PS 332811J) Canberra Street, Carrum. Vol 10200-838
10200-839

Authority: Kingston City Council, Municipal Offices, Brindisi Street, Mentone 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: 21 February 2002

Signed:

A handwritten signature in black ink, appearing to read "Angela McCombe".

Angela McCombe
Team Leader Residential Development and Subdivisions



DAB417709W-1-2

1617102

THIS AGREEMENT is made on the 21st day of February Two thousand and one.

B E T W E E N:

CLEELAND HOLDINGS PTY LTD

of 1 Gemini Court, Wheelers Hill ("the Owner") of the one part

AND

KINGSTON CITY COUNCIL of Municipal Offices, Brindisi Street, Mentone,
Victoria ("the Responsible Authority") of the other part

THIS AGREEMENT WITNESSETH that in consideration of these presents the parties
agree:-

PART 1

PRELIMINARY



1.1 Definitions

In this Agreement unless there is something in the subject or context inconsistent, the expressions referred to in Schedule No 1 shall have the meanings as set out in the said Schedule.

1.2 Interpretation

This Agreement shall be interpreted unless the context otherwise requires having regard to the provisions set out in Schedule No 2.

PART 2

BACKGROUND AND INTENTION OF PARTIES

- 2.1 The Owner is the owner and registered proprietor of the Owner's land.
- 2.2 The Responsible Authority is the responsible authority under the Planning and Environment Act 1987 pursuant to the Planning Scheme.
- 2.3 The Responsible Authority on 27 August 2001, issued a Planning Permit No. KP00/827, to use and develop the Owner's land for a multi-dwelling development comprising three (3) dwellings subject to the conditions set out therein.
- 2.4 The Responsible Authority on 18 January 2002, issued a Planning Permit No. KP01/832, to subdivide the Owner's land into three (3) lots and common property subject to the conditions set out therein.
- 2.5 The parties enter into this Agreement, amongst other things, to comply with Condition No. 2 of Planning Permit No. KP01/832.



- 2 -

- 2.6 This Agreement shall come into force immediately upon the execution by both parties hereto and shall run with the Owner's land.

PART 3

DEVELOPMENT OF THE OWNER'S LAND

- 3.1 It is hereby agreed by and between the parties hereto as follows:-

The owner of the land must develop and use the site in accordance with:-

- a) Planning Permit No. KP00/827, issued by Kingston City Council on 27 August 2001, or as amended by the Responsible Authority in writing;

or
- b) A planning permit issued by the Responsible Authority for the use and development of the land.

PART 4

GENERAL



4.1 General Warranties

- a) The obligations herein imposed upon and assumed by the Owner shall be binding upon the Owner its successors, transferees, purchasers, mortgagees and assignees as if each such successor had separately executed this Agreement.
- b) The Owner shall not sell, transfer, dispose of, assign, mortgage or part with possession of the Owner's land or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
- c) Each of the parties hereto shall respectively and expeditiously sign and execute all further documents and deeds and do all acts and things as the other party shall reasonably require to give effect to this Agreement.

4.2 Specific Warranties

The Owner warrants and covenants that:-

- a) it is the owner and registered proprietor of the Owner's land;
- b) it has not granted any option or entered into any contract of sale or lease in regard to the Owner's land or any part thereof which option, contract or lease is still subsisting.

AB417709W

16/07/2002 \$59 173



4.3 Application of Division 2 Part 9 Planning and Environment Act 1987

- a) Without limiting the operation or effect which this Agreement otherwise has the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987.
- b) The Council and the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the Owner's land in accordance with Section 181 of the Planning and Environment Act 1987.

4.4 Costs

- a) The Owner shall bear all costs of and incidental to the making of this Agreement.
- b) The Owner shall bear any stamp duty payable in respect of this Agreement.

4.5 Waiver and Variation

A provision or right created under this agreement may not be:

- a) waived except in writing signed by the party granting the waiver; or
- b) varied except in writing signed by the parties.

4.6 Termination of Agreement

4.6.1 This agreement ends upon:

- a) the agreement of both parties and the approval of the Minister administering the Act; or
- b) satisfaction of the obligations of the Owner under this agreement; or
- c) cancellation or expiration of the permit;

and the Responsible Authority must take all steps required under the Act to notify the Registrar of Titles of the ending of this agreement.

4.6.2 Upon the ending of this agreement, the Responsible Authority must at the Owner's expense, complete and execute all documents necessary to remove this agreement as an encumbrance upon and effecting the certificate of title in relation to the Land.



DAB417709W-4-7

AB417709W

16/07/2002 \$59

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SCHEDULE NO 1

"Act" means the Planning and Environment Act 1987.

"the Responsible Authority" means Kingston City Council and any body successor thereof.

"the Owner" means and includes CLEELAND HOLDINGS PTY LTD, his/her successors, transferees and assigns.

"the Owner's land" means the whole of the land comprised in Certificate of Title, Volume 10200, Folio 838 and Folio 839, Lots 1 & 2, on PS 332811J, and being property address 34 Canberra Street, Carrum.

"Planning Scheme" means the Kingston Planning Scheme.



SCHEDULE NO 2

- i) a reference to any statutes, regulations, proclamation, ordinance, planning scheme or by-law includes all statutes, regulations, proclamations, ordinances, planning schemes or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes and by-laws issued under that statute;
- ii) words importing the singular shall embrace the plural and words importing one gender shall embrace the other gender and vice versa respectively;
- iii) any reference to a person shall be deemed to include a body corporate and vice versa;
- iv) a covenant or agreement on the part of two or more persons binds them jointly and individually;
- v) headings are for convenience and reference only and shall not effect the construction or interpretation of the provisions of this Agreement;



DAB417709W-6-3

AB417709W

16/07/2002

\$59

173



- 6 -

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first hereinbefore written.

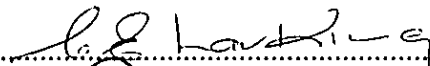
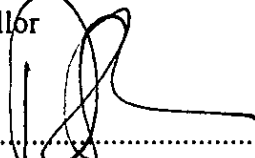
THE COMMON SEAL OF
CLEELAND HOLDINGS PTY LTD
was affixed in the presence of the
authorised person:

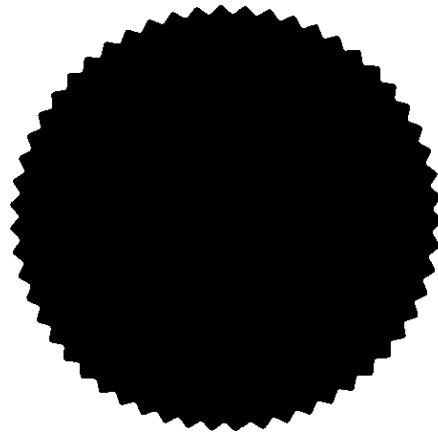

.....
(Signature)

ANNE MARIE DIAMOND
.....
(Name of director/secretary)

THE COMMON SEAL of KINGSTON CITY COUNCIL
was hereunto affixed in pursuance of a resolution of the
Council and in the presence of:




.....
Councillor

.....
Chief Executive Officer



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS441636R
Number of Pages (excluding this cover sheet)	3
Document Assembled	09/02/2026 17:09

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

PLAN OF SUBDIVISION		STAGE No	LTO USE ONLY EDITION 1	PLAN NUMBER PS 441636 R
LOCATION OF LAND PARISH: LYNDHURST. TOWNSHIP: SECTION: CROWN ALLOTMENT: 101 (PART). CROWN PORTION: LTO BASE RECORD: CHART 16 (3025). TITLE REFERENCES: VOL.10200 FOL.838 VOL.10200 FOL.839 VOL.10566 FOL.032. LAST PLAN REFERENCE/S: LOTS 1 & 2, P.S.332811J. POSTAL ADDRESS: 34 CANBERRA STREET, (At time of subdivision) CARRUM. 3197 AMG Co-ordinates (of approx centre of land in plan) E 336350 ZONE: 55 N 5784050		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: KINGSTON REF: KS 01/287 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6: / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council Delegate Council Seal Date 24 / 7 / 02 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL.	NIL.	NOTATIONS		
		STAGING This is is not a staged subdivision. Planning permit No.		
		DEPTH LIMITATION DOES NOT APPLY.		
		LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: EXTERIOR FACE: ALL BOUNDARIES.		
SURVEY: THIS PLAN IS AS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) IN PROCLAIMED SURVEY AREA No.				
EASEMENT INFORMATION				LTO USE ONLY
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED ☒ DATE 31 / 7 / 02
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land on this plan.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	AS PROVIDED FOR IN SEC. 207C L.G.A.1989.	4.57	SEC.207C L.G.A.1989.	SOUTH EAST WATER LIMITED AND CITY OF KINGSTON.
				LTO USE ONLY PLAN REGISTERED TIME 12:24 PM DATE 13 / 8 / 02  Assistant Registrar of Titles
SHEET 1 OF 3 SHEETS				
BRIAN MOXHAM SURVEYING P/L., Licensed Land Surveyor, 80 Moores Road, Monbulk, 3793. Ph. 97520361 Fax. 9756		LICENSED SURVEYOR (PRINT) BRIAN DAVID MOXHAM. SIGNATURE DATE / / REF 01-09-04 VERSION 02		DATE 24 / 7 / 02 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

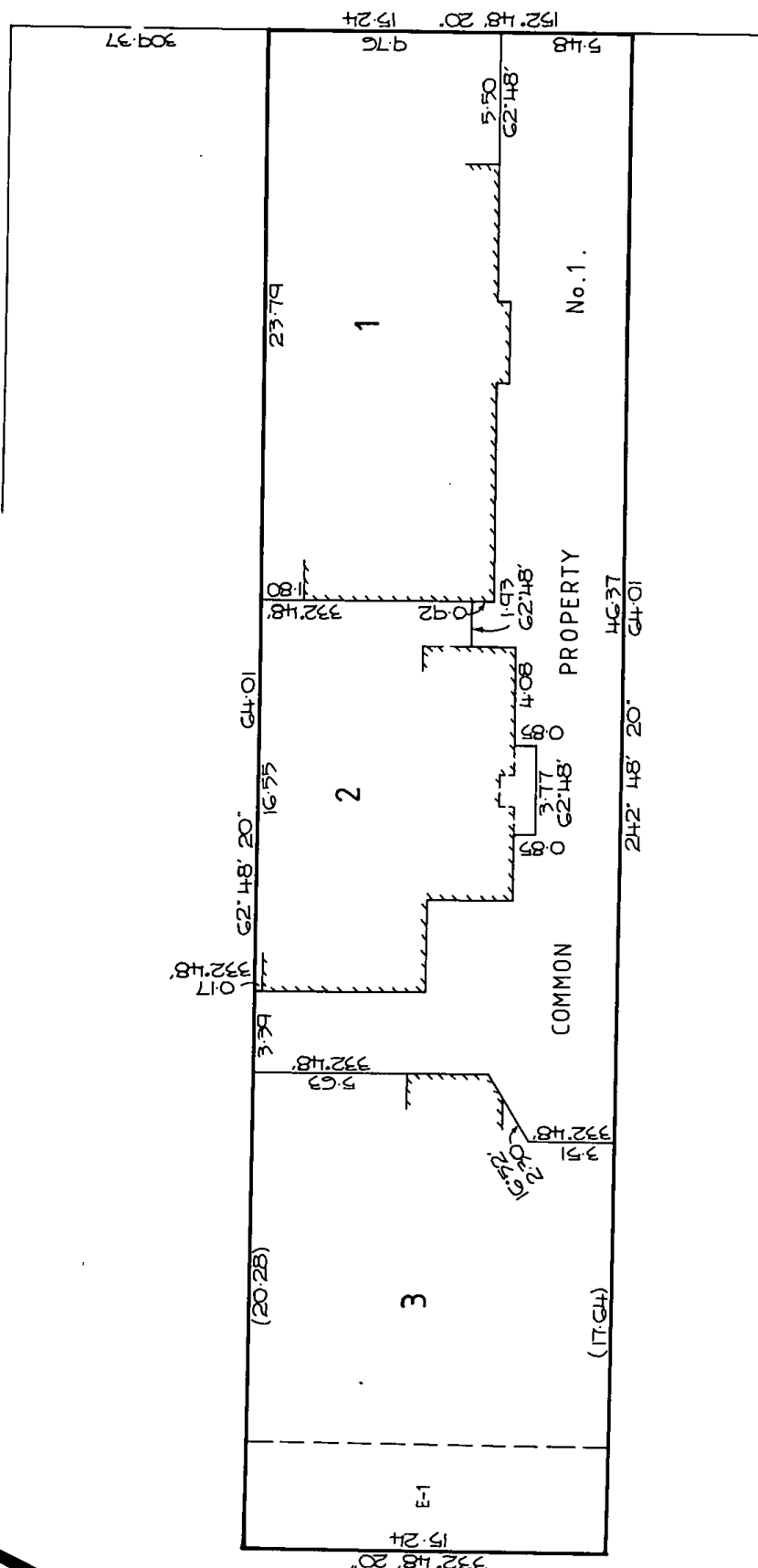
CANBERRA
STREET.

PLAN OF SUBDIVISION

STAGE No.	PLAN NUMBER
-----------	-------------

PLAN NUMBER
PS 441636 R

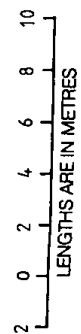
MCLEOD ROAD.



A.M.G. ZONE 55

BRIAN MOXHAM SURVEYING P/L.,
Licensed Land Surveyor,
80 Moores Road, Monbulk, 3793.
Ph. 9752 0361 Fax. 9756 6366.

SCALE



ORIGINAL

SCALE : SHEET SIZE

LICENSED SURVEYOR (PRINT) BRIAN DAVID MOXHAM.

SIGNATURE DATE / /

REF 01-09-04 VERSION 02

SHEET 2 OF 3 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

PS441636R

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 09/02/2026 05:09:37 PM

OWNERS CORPORATION 1
PLAN NO. PS441636R

The land in PS441636R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

34 CANBERRA STREET CARRUM VIC 3197

PS441636R 13/08/2002

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Total	30.00	30.00

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.



Department of Transport and Planning

Owners Corporation Search Report

Produced: 09/02/2026 05:09:37 PM

OWNERS CORPORATION 1
PLAN NO. PS441636R

Statement End.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.17 Owners Corporations Regulations 2018

Owners Corporation No.PS441636R

Address: Unit 3, 34 Canberra Street Carrum

This certificate is issued for Lot 3 on Plan of Subdivision No: 441636R	
Postal address is	Unit 3, 34 Canberra Street Carrum VIC 3197
Applicant for the certificate is	Sunnyoaks Conveyancing
Address for delivery of certificate is:	Unit 6, 200 Nepean Highway, Aspendale VIC 3195
Date that the application was received:	13 th February 2026
IMPORTANT:	
The information in this certificate is issued on: 13 th February 2026	
1.	The current fees (common property insurance) for Unit 3 is \$883.33 per annum. Each lot owner contributes equally to the payment of the policy per annum.
2.	The date to which the fees (common property insurance) for the lot have been paid up to is : 18 th May 2026
3.	The total of any unpaid fees or charges for the lot are: NIL
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: NOT APPLICABLE
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: NOT APPLICABLE
6.	The owners corporation has the following insurance cover: As per attached Insurance Policy
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution NOT APPLICABLE
8.	The total funds held by the owners corporation: NOT APPLICABLE
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details NIL
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details NOT APPLICABLE
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details NOT APPLICABLE
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details There lot owners are not aware of any notices or orders as at 13 th February 2026

13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details The Lot owners are not aware of any legal proceedings as at 13 th February 2026
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details No manager is appointed.
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator? No administrator is appointed.
16.	Documents required to be attached to the owners corporation certificate are:
	• A copy of the minutes of the most recent annual general meeting – Not Applicable • A copy of all resolutions made at the last annual general meeting – Not Applicable • A copy of the rules or the consolidated rules registered at Land Use Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
17.	NOTE: More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: NOT APPLICABLE

This Owners Corporation Certificate was prepared by:

Postal address Sunnyoaks Conveyancing, 6/200 Nepean Highway Aspendale VIC 3195

(Print name) Kim Saunders

(Name of management company if relevant) as delegate of the owners corporation Not Applicable

The common seal of owners corporation number
was affixed in accordance with
Section 20 of the *Owners Corporations Act 2006* and in the
presence of:



Signature of lot owner x  x 

Name of lot owner (block letters) Peter David James Tracy James

Lot number 3

Date 13 February 2026 13 February 2026



DRA Insurance Brokers

Protecting what matters to you

You are reminded that the policy mentioned below falls due for renewal on 18/05/2025. To ensure your continued protection, payment should be received by the due date.

Please let us know any changes to your policy that are necessary.

Owners Corporation Plan No PS 441636
Unit 2
34 Canberra Street
CARRUM VIC 3197

Class of Policy: STRATA TITLE
Insurer: Allianz Australia Insurance
GPO BOX 9870 MELBOURNE 3001
ABN: 15 000 122 850
The Insured: Owners Corporation Plan No PS441636

TAX INVOICE

This document is a tax invoice for GST

Invoice Date: 30/04/2025

Invoice No: 0383767

Our Reference: OC441636

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

DRA - Lisa or Amanda

RENEWAL

Policy No: VRSC17002511

Period of Cover:

From **18/05/2025**

to **18/05/2026** at 4:00 pm

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

Residential Strata - Renewal
34 Canberra Street Carrum

Your Premium:

Premium	UW Levy	Fire Levy	GST	Stamp Duty	Admin Fee	Broker Fee
\$1,979.31	\$180.00	\$0.00	\$222.72	\$197.69	\$20.00	\$50.28

Commission earned on this invoice \$435.47

TOTAL \$2,650.00

(A processing fee applies for Credit Card payments)

POLICY - This notice refers to a contract of insurance that you have entered into via our company. You should refer to your policy document for the full terms and conditions applicable and you should read them carefully. Should any doubts arise as to the scope of cover provided, please contact us for an explanation.

DISPUTES - Clients not satisfied with our services should contact our Complaints Officer on phone no. (03) 9290 9200. If your matter is not resolved, please refer your complaint to the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au. We also comply with the requirements of the Insurance Brokers Code of Practice.

Please also read the following Important Notices

McLardy McShane Partners Pty Ltd

Our Reference: OC441636

Invoice No: 0383767

Due Date: 18/05/2025

Premium	\$1,979.31
U'writer Levy	\$180.00
Fire Levy	\$0.00
GST	\$222.72
Stamp Duty	\$197.69
Broker Fee	\$50.28
Admin Fee	\$20.00

AMOUNT DUE \$0.00

IMPORTANT INFORMATION FOR CLIENTS

DUTY OF DISCLOSURE (non-consumer insurance contracts)

Before you enter into an insurance contract, you have a duty under the Insurance Contracts Act 1984, to tell the underwriter of anything that you know, or could reasonably be expected to know, that may affect their decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract. You do not need to tell the underwriter anything that:

- reduces the risk to be insured or that is of common knowledge.
- the underwriter knows or, in the ordinary course of business, ought to know.
- the underwriter has waived your duty to tell them about.

If you do not tell the insurer something

If you do not tell the underwriter anything you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the underwriter is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

DUTY TO TAKE REASONABLE CARE NOT TO MAKE A MISREPRESENTATION (consumer insurance contracts)

You have a duty under the Insurance Contracts Act 1984 (ICA) to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of your policy that is a consumer insurance contract, which is a term defined in the ICA. This notice includes information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change. To ensure you meet your duty, when you contact us to advise of any information that is incorrect or has changed, the updated information you give us must be truthful, accurate and complete. If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both. If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

THIRD PARTY INTERESTS

Insurance policies will only provide cover for your interest in the property insured and does not cover the interest of any third parties unless you have informed us of them in writing and they are noted on the policy.

CLAIMS OCCURRING PRIOR TO COMMENCEMENT

Your attention is drawn to the fact that your policies do not provide indemnity in respect of events that occurred PRIOR to commencement of the contract.

AVERAGE / CO-INSURANCE

Some policies contain an Average clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance. These clauses are also called "Co-Insurance" clauses. If you are in any doubt about whether and how Average/Co-Insurance clauses apply to your insurances, please contact your Insurance Broker for assistance.

POLICY CANCELLATION (retention of brokerage and fees)

If a cover is cancelled before expiry of the period of insurance, we reserve the right to refund to you only the net return premium we received from the underwriter, and not refund any part of the brokerage or fees we receive for arranging the cover. A broker service fee may be charged to process the cancellation. The impact of the above on you is that any refund you receive for the mid-term cancellation of your policy will usually be significantly less than a pro rata calculation would produce and in extreme cases may involve you having to make an additional final payment even though the policy has been cancelled. Therefore prior to cancelling a policy and replacing it with another cover we strongly recommend that you discuss your situation with us so that we can advise the exact extent and impact of the early cancellation provisions mentioned above.

Schedule of Insurance

Class of Policy:	STRATA TITLE	Policy No:	VRSC17002511
The Insured:	Owners Corporation Plan No PS441636	Invoice No:	0383767
		Our Ref:	OC441636

This policy has been placed through

Strata Community Insurance
PO Box 508, Collins St, West Melbourne VIC 8007

Strata Community Insurance is an underwriting agency who has placed the policy with

Allianz Australia Insurance Limited
ABN 15 000 122 850
GPO BOX 9870 MELBOURNE 3001

Important Notice

We provide our financial services under the terms and conditions noted in our Financial Services guide and Privacy Collection Notice issued to you. If you do not have one of these documents, please call us on 03 9290 9245. You must read these documents before proceeding and by proceeding you represent and warrant you have received and read it. We are committed to protecting your privacy in accordance with the Privacy Act and the Australian Privacy Principles. The following is a summary of cover only. For full terms and conditions including definitions, conditions, other limits and exclusions, please refer to your Policy Document or Product Disclosure Statement. We would like to remind you, that if this policy is cancellable and you cancel before the expiry date, we will refund the unused premium less our fee and commission. The Insurer or Agency may also impose a fee on cancellation. **Any errors identified in the summary below must be reported to DRA Insurance Brokers for amendment.**

Important Notices:

Your Insurance documentation includes a Tax Invoice, Coverage Summary and attachments as listed in the Email/Letter. Please ensure all documentation is read carefully and retained for future reference or completed and returned to our office as required. If any of the documents are not attached or you have any queries please contact our office immediately.

Insured: Owners Corporation Plan No: PS 441636

Situation: 34 Canberra Street Carrum Vic 3197

Number of Lots: 3

RESIDENTIAL STRATA INSURANCE

SECTION 1	PART A 1. Building 2. Terrorism Cover under Section 1 Part A2	\$1,183,648 Applies
SECTION 2	PART B Loss of Rent/Temporary Accommodation Liability: Limit of Indemnity	\$ 177,547 \$20,000,000
SECTION 3	Voluntary Workers	\$200,000/\$2,000
SECTION 5	Fidelity Guarantee	\$ 100,000
SECTION 6	Office Bearers Liability	Not Selected
SECTION 7	Machinery Breakdown	Not Selected
SECTION 8	Building Catastrophe	Not Selected
SECTION 9	PART A - Government Audit Costs - Professional Fees	\$ 25,000

Schedule of Insurance

Page 4 of 6

Class of Policy:	STRATA TITLE	Policy No:	VRSC17002511
The Insured:	Owners Corporation Plan No PS441636	Invoice No:	0383767
		Our Ref:	OC441636

PART B - Appeal Expenses	\$ 100,000
PART C - Legal Defence Expenses	\$ 50,000

SECTION 10 Lot Owners' Fixtures and Improvements \$ 300,000

SECTION 11 Loss of Lot Market Value Not Included

Flood: Excluded

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

This schedule is a brief description of cover provided under the Policy. Please refer to the Policy Wording for the full cover and conditions.

PREMIUM COMPARISON

The following comparative information is included to help you understand how your premium compares to last year.

	Last year's Aggregated Premium*	Current Renewal Premium
Base Premium	\$1,970.34	\$1,979.31
Goods and Services Tax (GST)	\$197.03	\$197.92
Stamp Duty	\$216.74	\$197.69
Total Premium	\$2,384.11	\$2,374.92
Agency Fee and GST	\$165.00	\$198.00

*Important qualification

Last year's Aggregate Premium is the total premium paid to us for your insurance in the last year. If you have changed your cover in any way mid term during the last year's policy and/or at renewal (for example increasing your cover amount or adding additional cover) the above premium comparison may not be on a like-for-like basis. You can ask for more information.

IMPORTANT INFORMATION

This renewal notice has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy Wording (PDS and Policy) and this notice to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website: www.stratacommunityinsure.com.au. This is also where You can locate Your workers compensation documentation (if applicable)

<http://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement

Schedule of Insurance

Page 5 of 6

Class of Policy: STRATA TITLE
The Insured: Owners Corporation Plan No PS441636

Policy No: VRSC17002511
Invoice No: 0383767
Our Ref: OC441636

that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

Schedule of Insurance

Page 6 of 6

Class of Policy: STRATA TITLE
The Insured: Owners Corporation Plan No PS441636

Policy No: VRSC17002511
Invoice No: 0383767
Our Ref: OC441636

GENERAL ADVICE WARNING

The advice that we are giving you related to this transaction is General Advice.

General Advice is advice that has been prepared without considering your current objectives, financial situation or needs. Therefore, before acting on this advice, you should consider the appropriateness of the advice having regard to your current objectives, financial situation or needs.

If the advice provided relates to the acquisition or possible acquisition of a new insurance policy you should consider the enclosed PDS prior to making the decision to purchase this product. Information regarding the income we have been paid by the insurer for this transaction is available upon request.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC17002511
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Owners Corporation Plan No. PS 441636 34 Canberra Street, Carrum, VIC, 3197
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 18/05/2025 Expiry Date: 4:00pm on 18/05/2026
INTERMEDIARY	DRA Insurance Brokers Pty Ltd
ADDRESS	Level 3, Building 7, Botanicca Corporate Park, 570-588 Swan Street, Richmond, VIC, 3121
DATE OF ISSUE	30/04/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,183,648
		Common Area Contents	Not Included
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$177,547
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2018 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is,

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 in 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 should be professionally managed by an owners corporation manager but may be self-managed by the lot owners. 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MODEL RULES OF AN OWNERS CORPORATION

1.	HEALTH, SAFETY AND SECURITY
1.1	Health, safety & Security of lot owners, occupiers of lots & others A lot owner or occupier must not use the lot, 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
1.2.1	Except with the approval in writing of the Owners Corporation, an owner/occupier must not use or store on the lot/on common property any flammable chemical, liquid/gas/other flammable material.
1.2.2	This rule does not apply to:
1.2.2.1	Chemicals, liquids, gases or other material used/intended to be used for domestic purposes, or,
1.2.2.2	Any chemical, liquid gas/other material in a fuel tank of motor vehicle/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.
2.	COMMITTEES AND SUB-COMMITTEES
2.1	Functions, powers & 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
3.1.1	The owners corporation must not seek payment or reimbursement for the 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.
3.1.2	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/on behalf of the lot owner/occupier from the relevant supplier.
3.1.3	Subrule (2) does not apply if the concession or rebate -
3.1.3.1	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
3.1.3.2	is paid directly to the lot owner or occupier as a refund.
4.	USE OF COMMON PROPERTY
4.1	Use of common property
4.1.1	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
4.1.2	An owner or occupier of the lot must not, without the written approval of the owners corporation, use for his or her purposes as a garden any portion of common property
4.1.3	An approval under subrule (4.1.2) may state a period for which the approval is granted
4.1.4	If the owners corporation resolved that an animal is a danger/causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner/occupier who is keeping the animal
4.1.5	An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4.1.4) must remove that animal
4.1.6	Subrules (4.1.4) & (4.1.5) do not apply to animals that assist a person with an impairment/disability
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
4.2.1	To be parked or left in parking spaces situated on common property and allocated for lots; or
4.2.2	On common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
4.2.3	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
4.3.1	An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

- 4.3.2** An owner 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.
- 4.3.3** An approval under subrule (4.3.1) and (4.3.2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4.3.4** 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.
- 4.3.5** The owner or person referred to in subrule (4.3.4) 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.

For example, if the change of use results in 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

5.2.1 An owner or occupier of a lot must obtain written approval of the owners corporation before making any change to the external appearance of their lot.

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

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 renovation 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 person entitled to use the common property.

6.2 Noise and other nuisance control

- 6.2.1** 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
- 6.2.2** Subrule (6.2.1) 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

- 7.1** The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation
- 7.2** The party making the complaint must prepare a written statement in the approved form.
- 7.3** If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant
- 7.4** 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.
- 7.5** The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 7.6** A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7.7** If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under part 10 of the **Owners Corporation Act 2006**
- 7.8** This process is separate from and does not limit any further action under part 10 of the **Owners Corporation Act 2006**

Land Information Certificate

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



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

Date of Issue:	11 February 2026
Assessment No:	114065 4
Property Location:	3 34 Canberra Street, CARRUM VIC 3197
Parcel Details:	Lot 3 PS441636, Lot 4 TP17768
Certificate No:	163170
Certificate Expiry Date:	12 May 2026
Applicants Reference:	79588619-019-7:88898

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

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

Operative Date of Valuation: 01 July 2025	Site Value:	390,000
Relevant Date of Valuation: 01 Jan 2025	Capital Improved Value:	625,000
	Net Annual Value:	31,250

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

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

Arrears

Arrears - Brought Forward 01/07/2025	\$352.82
Legal Fees Brought Forward 01/07/2025	\$0.00

Current Rate

General Rates	\$1,137.56
Emergency Services & Volunteers Fund	\$244.13
Municipal Charge	\$100.00
Waste Management	\$310.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$-1,248.71

Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING **\$895.80**

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

Assessment No.	114065/4
Certificate No.	163170
Certificate Expiry Date	12 May 2026

ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

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

I acknowledge having received the sum of \$30.60.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 12 May 2026.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2026.
 Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

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

Important Information Regarding Settlements via PEXA

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



Biller Code: 8938

Ref: 1140654

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

*****IMPORTANT INFORMATION REGARDING THIS CERTIFICATE*****
No Conditions apply to this property.

Property Clearance Certificate

Land Tax



SUNNY OAKS CONVEYANCING

Your Reference:	26/081
Certificate No:	97701500
Issue Date:	13 FEB 2026
Enquiries:	MXG16

Land Address:	UNIT 3, 34 CANBERRA STREET CARRUM VIC 3197
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Land Id	Lot	Plan	Volume	Folio	Tax Payable
29824732	3	441636	10668	259	\$0.00

Vendor: TRACY JAMES & PETER JAMES
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS TRACY JAMES	2026	\$390,000	\$0.00	\$0.00

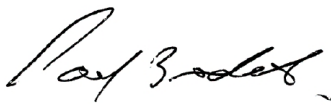
Comments: Property is exempt: LTX Principal Place of Residence.

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):	\$625,000
SITE VALUE (SV):	\$390,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 97701500

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,620.00

Taxable Value = \$390,000

Calculated as \$1,350 plus (\$390,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,250.00

Taxable Value = \$625,000

Calculated as \$625,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 97701500

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: 97701500

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



SUNNY OAKS CONVEYANCING

Your Reference: 26/081

Certificate No: 97701500

Issue Date: 13 FEB 2026

Enquires: MXG16

Land Address: UNIT 3, 34 CANBERRA STREET CARRUM VIC 3197

Land Id	Lot	Plan	Volume	Folio	Tax Payable
29824732	3	441636	10668	259	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$625,000

SITE VALUE: \$390,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 97701500

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



SUNNY OAKS CONVEYANCING

Your Reference:	26/081
Certificate No:	97701500
Issue Date:	13 FEB 2026

Land Address: UNIT 3, 34 CANBERRA STREET CARRUM VIC 3197

Lot	Plan	Volume	Folio
3	441636	10668	259

Vendor: TRACY JAMES & PETER JAMES

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: 97701500

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: 97701502 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: 97701502 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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Sunnyoaks Conveyancing Pty Ltd
E-mail: enquiries@sunnyoaks.com.au

Statement for property:
UNIT 3 LOT 3 34 CANBERRA STREET
CARRUM 3197
3 PS 441636

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50E//09765/00106		09 FEBRUARY 2026	51393840

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	01/01/2026 to 31/03/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	\$31.25

(b) By South East Water

Water Service Charge	01/01/2026 to 31/03/2026	\$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>

TOTAL UNPAID BALANCE \$176.08

- The meter at the property was last read on 18/11/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge \$1.35 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.

The land is within an area declared an area of "Land Liable to Flooding" pursuant to Section 205 of the Water Act 1989. For further information contact Melbourne Water on 9679-7517.

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.

Portion of the land could be subject to inundation at times of high storm flow. Therefore, any proposed development on the property is to be referred to Melbourne Water, Land Development Team on 9679-7517 or through the Postal Address: GPO Box 4342, Melbourne 3001.

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.

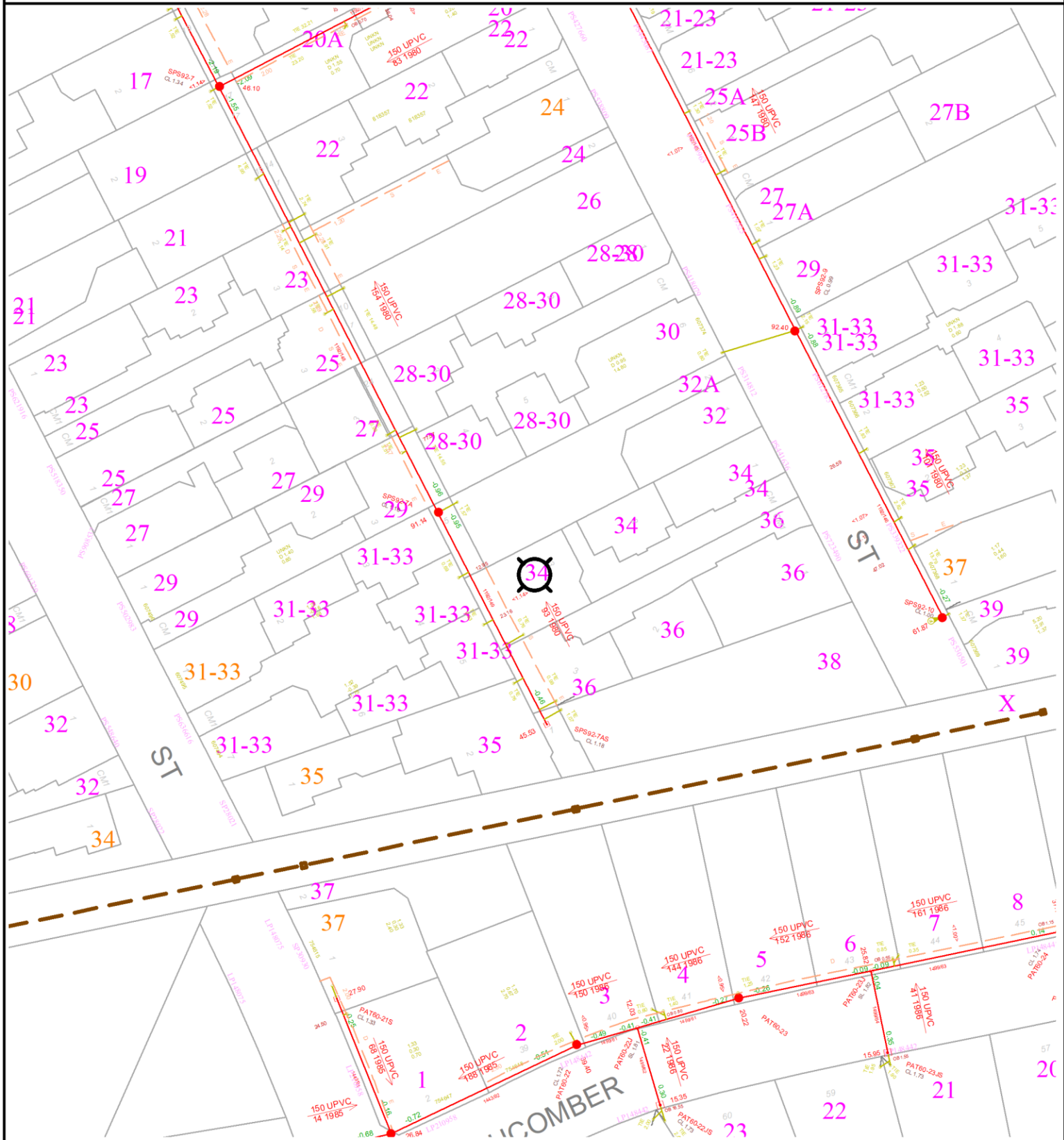
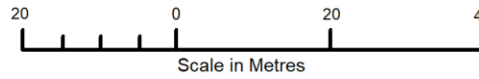
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

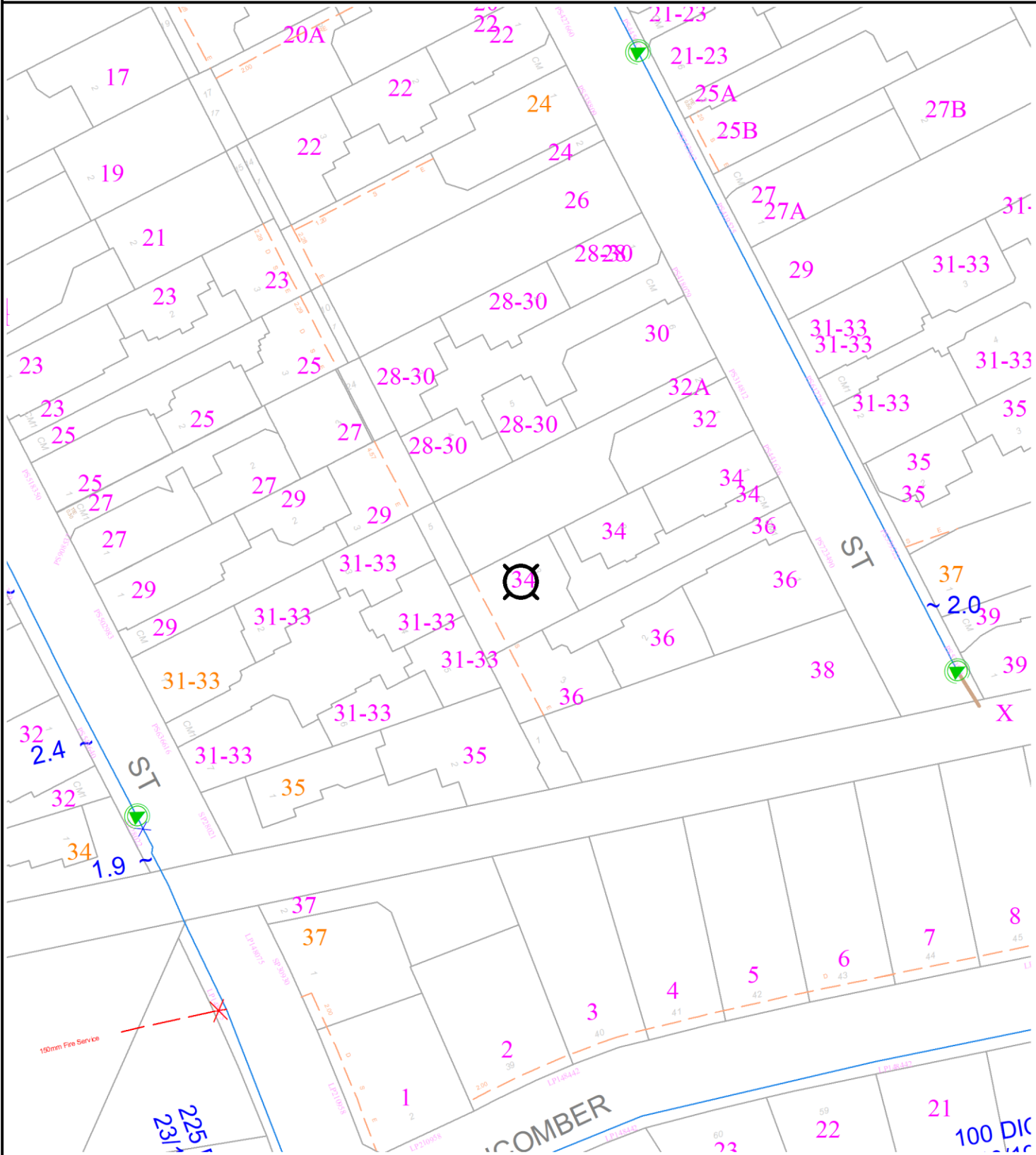
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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  Proposed Title/Road  Easement	  	Subject Property Sewer Main & Property Connections Direction of Flow	 Maintenance Hole  Inspection Shaft  Offset from Boundary	 Abandoned Sewer
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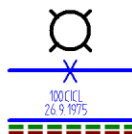
Melbourne Water Assets		
 Sewer Main  Maintenance Hole	 Underground Drain  Channel Drain	 Natural Waterway  Underground Drain M.H.



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.

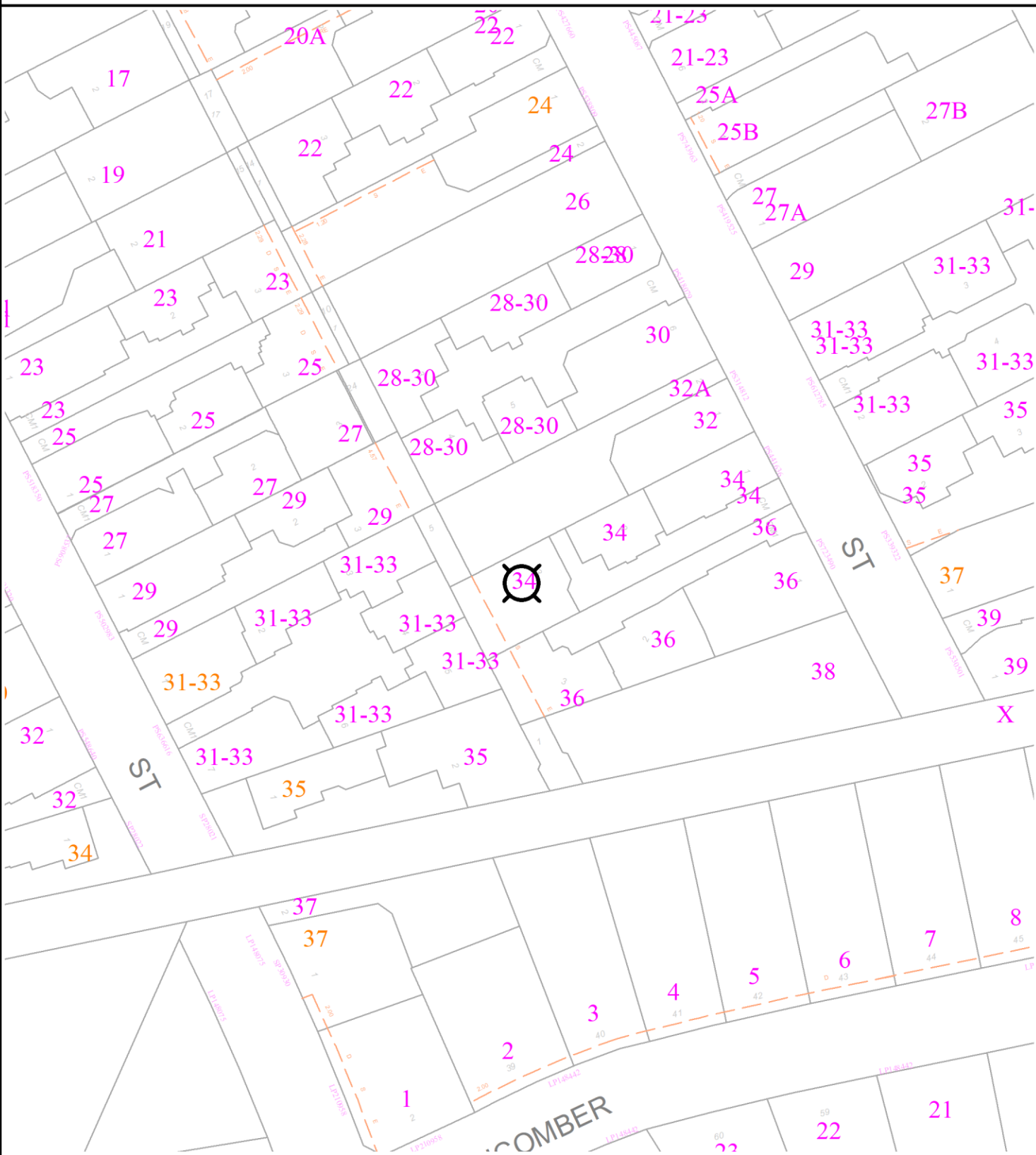
LEGEND

- 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

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



~ 1.0 Offset from Boundary

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 09 February 2026 04:52 PM

PROPERTY DETAILS

Address: **3/34 CANBERRA STREET CARRUM 3197**
Lot and Plan Number: **Lot 3 PS441636**
Standard Parcel Identifier (SPI): **3\PS441636**
Local Government Area (Council): **KINGSTON**
Council Property Number: **441666**
Planning Scheme: **Kingston**
Directory Reference: **Melway 97 F7**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

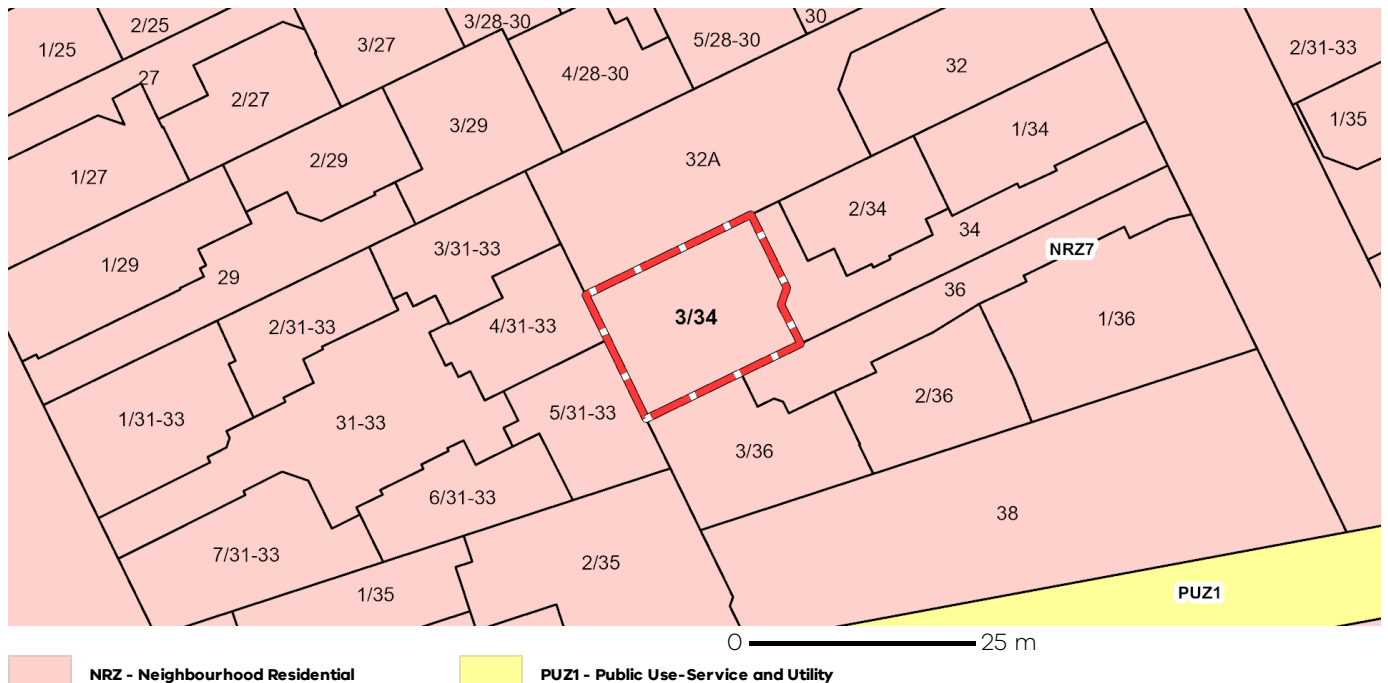
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Fire Rescue Victoria & Country**
Fire Authority

[View location in VicPlan](#)

Planning Zones

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

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



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

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

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

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)



LSIO - Land Subject to Inundation Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <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 23 January 2026.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Created at 09 February 2026 04:53 PM

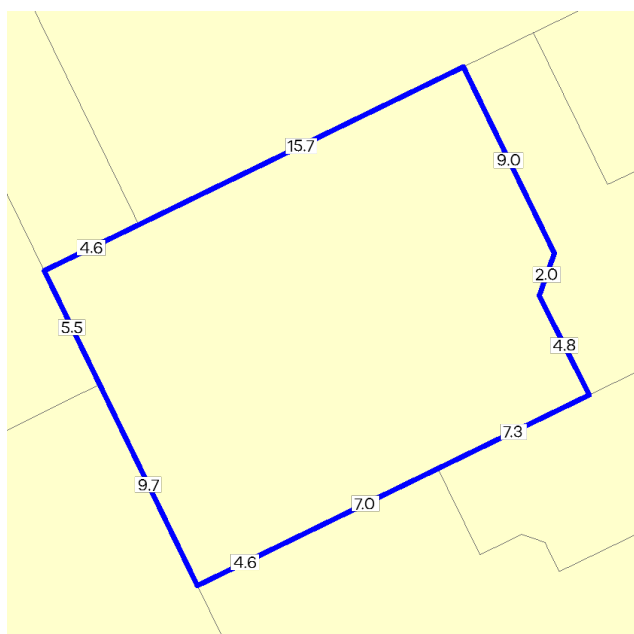
PROPERTY DETAILS

Address: **3/34 CANBERRA STREET CARRUM 3197**
 Lot and Plan Number: **Lot 3 PS441636**
 Standard Parcel Identifier (SPI): **3\PS441636**
 Local Government Area (Council): **KINGSTON**
 Council Property Number: **441666**
 Directory Reference: **Melway 97 F7**

www.kingston.vic.gov.au

SITE DIMENSIONS

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



Area: 302 sq. m

Perimeter: 70 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>

PROPERTY REPORT

Area Map

