OTHMAN LAWYERS

Contract of Sale of Real Estate

Property: 39 Jumbuck Circuit, Carrum Downs VIC 3201

CONTRACT OF SALE OF REAL ESTATE – PARTICULARS OF SALE

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

- Particulars of sale; and
- Special conditions, if any; and
- General conditions

in that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling off Period | Section 31
Sale of Land Act 1962

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.
You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.
You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.
EXCEPTIONS
The 3-day cooling-off period does not apply if -

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used 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 have 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.

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

Purchasers should ensure that prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the ***Sale of Land Act 1962*** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as an 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.

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

SIGNED BY THE PURCHASER ....

.... On ....

Print name(s) of person(s) signing ....

....

State nature of authority if applicable ....

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

SIGNED BY THE VENDOR ....

.... on ....

Print name(s) of person(s) signing: Rebecca Lam

State nature of authority, if applicable: ……………………………………………………………………………

PARTICULARS OF SALE

Vendor's Estate Agent	OBrien Real Estate - Chelsea 463 Nepean Highway, Chelsea VIC 3196 Phone: 03 9772 7077 Email: chelsea@obre.com.au Agent: Jo Barclay
Vendor	Rebecca Lam
Vendor's Legal Representative	**Othman Lawyers** 1, 27 – 33 Raglan Street, SOUTH MELBOURNE VIC 3205 Phone: (03) 9124 3771 Email: rema@othman.com.au ref: RO:GE:20261741
Purchaser	
Purchaser's Legal Representative	of Phone: Email:
Property Address	39 Jumbuck Circuit, Carrum Downs VIC 3201
Land	The land in **Lot** 36 on **Plan** 716339S as more particularly described in certificate of title **Volume** 11835 **Folio** 512 **And as described in the copy title(s) and plan(s) as attached to the Vendor's Statement. The land includes all improvements and fixtures.*
Goods (list or attach schedule)	All fixed floor coverings, light fittings, window furnishings and fixtures and fittings as inspected on the Day of Sale.

PAYMENT

Price

Deposit	______________________	Payable on the Day of Sale (of which $ has been paid)
Balance	______________________	payable at settlement

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

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SETTLEMENT (general condition 17)

Is due on

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

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

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box in which case refer to general condition 1.1.

If **'subject to lease**' then particulars of the lease are attached.

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *sale of land act* 1962 then add the words **'terms contract'** in this box and refer to general condition 23 and add any further provisions by way of special conditions.

LOAN (general condition 20)

The following details apply if this contract is subject to a loan being approved.

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

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

Special Conditions

SPECIAL CONDITIONS

As the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

1. INTERPRETATION

(a) In the interpretation of this contract where the context permits:

(i) words importing either gender shall be deemed to include the other gender;

(ii) words importing the singular number shall be deemed to include the plural and vice versa;

(iii) expressions importing a natural person include a corporation and vice versa;

(iv) a covenant agreement warranty obligation liability or similar on the part of two or more persons binds each of them jointly and severally;

(v) headings or margin notes in this contract are for ease of reference only and do not affect the meaning or interpretation of this contract;

(vi) this contract cannot be varied except by a subsequent document executed by the parties or their legal representatives expressed to vary or be made in substitution for this contract.

(b) If any part of this contract becomes void or unenforceable or is illegal then that part must be severed from this contract and all parts which are not void, unenforceable or illegal remain in full force and effect.

(c) Where two or more persons are named as a party to this contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally.

(d) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this contract.

(e) Any term of this contract that remains to be performed or is capable of having effect after the Settlement Date will not merge on transfer of the property but will continue to have full force and effect.

2. VARIATIONS TO GENERAL CONDITIONS

Without limiting the specific provisions of any other Special Condition in this contract, the General Conditions are amended as follows:

2.1 General Condition 4 is amended by the addition of a last sentence as follows:

"Any such nomination shall be completed to the reasonable satisfaction of the vendor or their representatives at the expense of both the purchaser and the nominees and in addition may only be effected if the purchaser is not in default pursuant to this contract and provided that notice is received by the vendor's representatives no later than twelve (12) days before the Settlement."

2.2 General Condition 4 is amended by adding a paragraph as follows:

"The purchaser must pay to the vendor a fee of $227.00 being the additional cost incurred by the vendor in effecting the nomination."

2.3 General Condition 5.1 shall be amended and read as follows:

"The purchaser buys the property subject to:

(a) *any encumbrance shown in the vendor's Statement other than mortgages or caveats;*

(b) *any reservations in the crown grant;*

(c) *any implied or apparent easements; and*

(d) *any lease licence and/or agreement referred to in the particulars of sale."*

2.4 General Condition 5.2 is hereby amended to read as follows:

"*The purchaser indemnifies the vendor against all obligations under any lease licence and/or agreement that are to be performed by the landlord after settlement."*

2.5 General Condition 6.1 is amended to read:

"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."

2.6 General Conditions 6.2 is deleted.

2.7 General Condition 9 is deleted.

2.8 General Condition 15.1 is amended to read:

"This general condition only applies if the purchaser/s make payment of the deposit by way of deposit bond."

2.9 General Condition 17.1(b)(i) is amended to read:

"*provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and"*

2.10 General Condition 17.2 is amended to read:

"Settlement shall take place no later than 5:00pm Melbourne time on the settlement date failing which settlement shall be deemed to take place on the next business day."

2.11 General Condition 19.3 is amended to read as follows:

"If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies. The vendor may provide a tax invoice to the purchaser for the GST including any additional penalties and interest payable in relation to this contract and the purchaser must pay the tax invoice within 14 days."

2.12 General Condition 19.5 is amended by the insertion of the following:

"(d) If:

(i) The vendor and purchaser are mistaken, and the sale of the land under this contract is not a supply that satisfies the description in (a) above; or

(ii) The purchaser breaches the warranty given in (b) above

Then the vendor may, by notice in writing to the purchaser and at any time within seven (7) years of the date of supply of the land to the purchaser, direct that the price is to be increased as provided under (e) below and the amount of that increase in the price will constitute a debt due and payable by the purchaser to the vendor (or as otherwise specified by the vendor in the notice under this clause (d).

(e) If any GST within the meaning of the GST Act is payable (at any time) by the vendor in respect of the supply of the land to the purchaser, then the price specified in this contract (the optional price) is to be increased so that the vendor receives from the purchaser an amount (the increase price) which, after subtracting the GST liability of the Vendor on that increased price (including any interest and costs) results in the vendor retaining the original price after payment of that GST liability (and any interest and costs).

(f) This special condition (including the warranty under (b) is an enduring special condition which survives the day of supply of the land to the purchaser and survives the termination of this contract. The rights and obligations of the parties under this special condition endure for seven years from and including the day of supply of the land to the purchaser."

2.13 General Condition 20.2(C) is amended to read:

"serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor by 5:00pm on the approval date or any later date allowed by the vendor; and"

2.14 General Condition 21.2 is amended from 14 days to 7 days.

2.15 General Condition 22.2 is amended from 14 days to 7 days.

2.16 General Condition 23 is amended; Periodic outgoings excludes amounts under section 10G of Sale of Land Act 1962.

2.17 General Condition 23.3 is amended to read:

"*the purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23. The certificates used by the purchaser to calculate the adjustments must not be older than 90 days from the date of issue. In the event the certificates are 'expired', the purchaser must order current certificates and provide them to the vendor prior to settlement.*

2.18 General Condition 23 is amended by adding a Special Condition 23.4:

"*the purchaser agrees to provide the vendor the Statement of Adjustments and certificates no less than three (3) business days before settlement otherwise of the purchaser fails to deliver the Statement of Adjustments and certificates to the vendor's representative on or before the delivery date then without prejudice to the vendor's other rights:*

(a) *The vendor may reschedule settlement to occur three business days after receipt of the Statement of Adjustments and certificates.*

2.19 General Condition 27 is amended by:

(a) amending General Condition to read as follows:

> "*A cooling off notice under Section 31 of the Sale of Land Act or a notice under General Condition 20 [loan approval], 21 [building report] or 22 [pest report] must immediately be served on the vendor's legal practitioner, or conveyancer.*

(b) Replacing General Condition 27.3 with the following:

> "*For the purpose of General Condition 27, email is an acceptable form of service which is taken to have been served at the time of receipt as provided in section 13A of the Electronic Transaction (Victoria) Act 2000, provided that the email served is: rema@othman.com.au*

(c) Deleting General Condition 27.4.

2.20 General Condition 28 does not apply to amounts under section 10G or 10H of Sale of Land Act 1962.

2.21 General Condition 28.3 is amended to read:

"*the purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.*

2.22 General Conditions 31.4 to 31.6 are deleted.

2.23 General Condition 32 is amended by adding the following new paragraph at the end of the Condition:

"*The purchaser acknowledges that the following items constitute 'a reasonably foreseeable loss':*

(a) *The costs of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;*

(b) *Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;*

(c) *Accommodation expenses necessarily incurred by the vendor;*

(d) *The vendor's legal costs and expenses as between conveyancer and client incurred due to the breach, including the cost of issuing any default notice agreed at $895.00 inclusive of GST;*

(e) *Penalties payable by the vendor to a third party through any delay in completion of the vendor's purchase of another property; and*

(f) *All sums payable to a Real Estate Agent including commissions, advertising, marketing and any other fees.*

2.24 General Condition 33 is amended to read as follows:

"If the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 6% higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed upon the money overdue during the period of default without the necessity for a demand and without prejudice to any other rights or remedies of the vendor."

3. ACKNOWLEDGMENTS AND WHOLE AGREEMENT

3.1 The purchaser acknowledges that prior to signing of this contract or any other documents relating to this sale, the purchaser received a Vendor's Statement.

3.2 This contract contains all agreements made by and between the vendor and the purchaser in relation to the sale of the property. Any promise condition representation or warranty which may have been made by the vendor or by any person on behalf of the vendor and which is not set out in this contract is hereby expressly negatived and withdrawn. This condition shall enure for the benefit of the vendor and the vendor's estate agent and their respective employees agents and contractors.

3.3 The purchaser acknowledges that any of the matters referred to in 3.2 above cannot be relied upon by the purchaser before, during or after the signing of this contract.

4. AUCTION RULES

The property may be offered for sale by auction, subject to the vendor's reserve price. The Rules for the Conduct of the Auction shall be as set out in the Schedules of the *Sale of Land Regulations 2005* or any rules prescribed by regulation which modify or replace those rules, and in particular the Purchaser acknowledges and agrees :

i) In the case of one vendor, the auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

ii) If, the property at this auction is co-owned by two or more vendors. One or more (but not all) of the vendors may intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer. Only the auctioneer can make a bid for a vendor not bidding to purchase the property.

iii) The auctioneer may refuse any bid.

iv) The auctioneer may determine the amount by which the bidding is to be advanced.

v) The auctioneer may withdraw the property from sale at any time.

vi) The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.

vii) In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.

viii) The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.

ix) If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

5. PURCHASER'S WARRANTY IN RELATION TO CONTRACTUAL CAPACITY

5.1 The purchaser hereby warrants to the vendor that:

(i) it is empowered to enter this contract and can do so without consent or approval from any other person or has already obtained that consent or approval; and

(ii) it is not prohibited by or under any law (including the Foreign Acquisitions and Takeovers Act 1975) from entering into or completing this contract.

5.2 If there is any breach of the warranties in this Special Condition 4.1, the vendor may end this contract at its absolute discretion and the deposit paid pursuant to this contract will be forfeited. The purchaser must also indemnify the vendor against any penalties, fines, legal costs, costs in relation to the resale of the property, claims, loss and/or damage suffered by the vendor as a result of breaching this warranty.

5.3 This Special Condition will not merge on settlement.

6. FURTHER ACKNOWLEDGEMENT AND WARRANTY

(a) The purchaser acknowledges and declares that:

(i) prior to paying any money or signing any document in relation to this sale the purchaser received a copy of this contract and a statement required by Section 32 of the *Sale of Land Act 1962* in relation to the property;

(ii) the purchaser has had the option of obtaining independent legal advice prior to signing this contract;

(iii) the land offered for sale and inspected by the purchaser is identical to that described in this contract, the vendor's Statement and its attached title documents;

(iv) the purchaser had sufficient opportunity before signing this contract to carry out its own investigations and enquiries in relation to the property including without limitation:

(A) the suitability of the property for any use;

(B) any restrictions imposed on the property and/or its improvements and/or in relation to its use and its improvements;

(C) the existence and/or the location of any encumbrances;

(D) the location, the condition and state of repair, and legal compliance of any buildings, improvements, fixtures and/or goods;

(E) whether any buildings, improvements, fixtures and/or goods are constructed over any easements;

(F) whether there is any issues of contamination which may materially diminish the value of the property and/or may affect any use of the property or any neighbouring property;

(G) the cost of connection or reconnection of the services.

(v) the purchaser is satisfied with the property in its own investigations and enquiries therein.

(b) The purchaser hereby declares that it accepts and purchases the property in its present condition subject to any defects and restrictions and agrees that the vendor is not obliged or required to carry out any work on or to the property except otherwise provided for in this contract. The purchaser is not to make any requisition or objection or delay settlement or rescind the contract nor be entitled to any compensation from the vendor in respect thereof.

(c) The purchaser warrants to the vendor that it enters into this contract in sole reliance on its own inspection of and enquiries relating to the property and does not enter into this contract solely on the basis of the information in the Vendor's Statement.

7. STAMP DUTY – MULTIPLE PURCHASERS

6.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).

6.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.

6.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

6.4 This Special Condition will not merge on the transfer of the land.

8. FOREIGN INVESTMENT REVIEW BOARD APPROVAL – PURCHASER WARRANTY

8.1 The purchaser warrants that one of the following apply:

(a) The purchaser:

(i) Is NOT required to provide notice of the entering into this contract or the purchase of the property to the Foreign Investment Review Board or any other relevant authority;

(ii) Does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) or in compliance with the foreign investment policy of the Commonwealth of Australia to enter into this contract.

(C) **<u>OR</u>**

(b) The purchaser has obtained any necessary consent or approval for the Foreign Investment Review Board and any other relevant authority to the purchase of the property by the purchaser on the terms and conditions set out in this contract.

8.2 If the warranty in this Special Condition 7 is untrue in any respect, the purchaser is liable for and indemnifies the vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the vendor in having relied on that warranty.

9. TRANSFER OF LEASES, LICENCES AND AGREEMENTS

9.1 The purchaser is solely responsible for the transfer of any lease licence and/or agreement and the preparation of all necessary transfer documents at its own cost, at least ten (10) days prior to settlement.

9.2 The purchaser agrees and acknowledges that an original document referred to in this Special Condition, if applicable, may not be available and the purchaser will not require delivery of such and make no objection or requisition in this regard.

9.3 The purchaser agrees that if a licence agreement has been granted then General Condition 23 is amended to alter the date of adjustment from the settlement date to the date of possession.

10. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

10.1 This Special Condition applies if:

(a) The contract is signed on or after 1 July 2017;

(b) The market value of the property is $750,000.00; and

(c) The transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

10.2 If this Special Condition applies, then every vendor under this contract shall be deemed a Foreign Tax Resident for the purposes of this Special Condition and the purchaser shall be entitled to withhold 12.5% (or any other withholding rate defined in the *Taxation Administration Act* 1953 (Cth) as amended from time to time) of the market value UNLESS each vendor provides to the purchaser, on or before settlement, a Foreign Resident Capital Gains Withholding Clearance Certificate or document issued by the Australian Taxation Office evidencing variation of the amount. The specified period in the Clearance Certificate must include the actual date of settlement.

10.3 The amount is to be deducted from the vendor's entitlement to the contract consideration.

10.4 If the purchaser is required to pay the Commissioner pursuant to this Special Condition, the purchaser must:

9.4.1 Engage a legal practitioner or conveyancer to conduct all legal aspects of settlement, including the performance of the purchaser's obligations on this Special Condition;
9.4.2 Ensure that the representative does so.

10.5 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) Provide the vendor with evidence confirming they are in possession of a valid Purchaser Payment Notification form containing a payment reference number issued by the Australian Taxation Office one business day before settlement;

(b) Pay or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from monies under the control or direction of the representative in accordance with this Special Condition if the sale of the property settles;

(c) Promptly provide the vendor with proof of payment; and

(d) Otherwise comply, or ensure compliance with, this Special Condition.

10.6 The purchaser will remain liable for the payment of the withholding amount and shall be responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount and the vendor shall retain an equitable interest in the property sold until all tax withholding amounts, interest, penalties, costs and all other money due to the Australian Taxation Office on behalf of the vendor has been paid in full. This Special Condition will not merge at settlement.

11. GST WITHHOLDING

In accordance with section 14-255 Schedule 1 of the *Taxation Administration Act 1953* (Cth) (**the Act**), take this as notice that the Purchaser/recipient <u>is not required to make a payment under section 14-250 of the Act in relation to the supply of the Property</u>.

In the event that section 14-255(1) of the Act applies to the supply of the Property, the Vendor will give the Purchaser/recipient the written notice required by that section at least seven (7) days before settlement.

If section 14-250 of the Act requires the recipient of supply to withhold an amount ('withholding sum') from the consideration payable to the Vendor and pay it to the Commissioner, the Purchaser must:

(a) complete and lodge such online notification forms as the Commissioner may require to enable payment of the withholding sum; and

(b) at settlement, comply with section 16-30(3) of the Act by making an electronic or by giving the vendor payment a bank cheque payable to the Commissioner for the withholding sum; or

(c) on the settlement date or within such further period (if any) as may be allowed by the Commissioner, pay the withholding sum to the Commissioner.

An amount withheld and paid as required by section 14-250 of the Act or applied as described in section 16-30(3) of the Act is treated as having been paid to the Vendor.

Except as expressly set out in this special condition, the rights and obligations of the parties under this contract including, without restriction, any obligation of the vendor to apply the margin scheme, are unchanged.

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GUARANTEE AND INDEMNITY

In consideration of the person or entity stated in Item 2 of Schedule 1 (**Vendor**), entering into the contract of sale of 39 Jumbuck Circuit, Carrum Downs VIC 3201 (**Contract**) with the person or entity stated in Item 3 of Schedule 1 (**Purchaser**), at the request of the person or entity stated in Item 4A and B of Schedule 1 (**Guarantor**), the Guarantor(s) agree to guarantee and indemnify the Vendor as follows:

1. The Guarantor guarantees to the Vendor prompt performance of all of the obligations contained or implied in the Contract;

2. If the obligation of the Purchaser is to pay money, The Vendor may, if the Purchaser has not paid the money when due immediately, recover the money from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Purchaser for any other reason;

3. The Guarantor is liable for and indemnifies the Vendor against any cost (including legal fees and disbursements on a full indemnity basis and counsel or consultant's fees and expenses at the rate charged to the Vendor), liability, loss, fine, penalty, suit, claim or damage that the Vendor may suffer because of:

   (a) a failure by the Purchaser to pay any money to the Vendor under the Contract; or

   (b) the Vendor having no legal right to recover any money from the Purchaser under the Contract; or

   (c) any money payable by the Purchaser to the Vendor under the Contract not otherwise being payable.

4. The indemnity in cl 3 above:

   (a) is in addition to and separate from the guarantee in cl 1;

   (b) is a principal obligation and is independent of the Purchaser's obligations to the Vendor.

5. The Guarantor must pay the Vendor the amount owing under the indemnity in cl 3 above on demand by the Vendor;

6. The Vendor may, without affective this Guarantee, grant time or other indulgence or compound or compromise with or release the Purchaser or any other person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.

7. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.

8. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.

9. The Guarantor is liable for and indemnifies the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded its powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

10. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the address stated in Item 4A and B.

11. This guarantee and indemnity will not be terminated by the death of any of the Guarantor and will bind the respective legal personal representatives.

12. If there are two Guarantors, then this guarantee and indemnity will bind them jointly and severally.

SCHEDULE 1

ITEM 1	**Date of this Agreement**	Friday, 20 February 2026
ITEM 2	**Vendor**	Rebecca Lam
ITEM 3	**Purchaser**	*Full name and address of purchaser*
ITEM 4A	**Guarantor 1**	*Full name and address of Guarantor 1*
ITEM 4B	**Guarantor 2**	*Full name and address of Guarantor 2*

SIGNED SEALED AND DELIVERED BY)
Guarantor 1 in Victoria in the presence of:)
)
) ……………………………………………………………

…………………………………………………
Signature of witness

…………………………………………………
Full name of witness

SIGNED SEALED AND DELIVERED BY)
Guarantor 2 in Victoria in the presence of:)
)
) ……………………………………………………………

…………………………………………………
Signature of witness

…………………………………………………
Full name of witness

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition “electronic signature “means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.

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

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page**.**

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

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

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

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

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

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

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

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

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

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

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

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

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace (“workspace”) as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible -

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, 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 this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

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

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

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

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

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

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

despite:

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

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

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

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

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

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

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

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

despite:

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

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

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

(a) settlement is conducted through an electronic lodgement network; and

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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	39 JUMBUCK CIRCUIT, CARRUM DOWNS VIC 3201

Vendor's name	Rebecca Lam	Date 23/02/2026
Vendor's signature		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $20,000.00

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

$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.

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**

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 11835 FOLIO 512

Security no : 124131882647A
Produced 04/02/2026 04:32 PM

LAND DESCRIPTION

Lot 36 on Plan of Subdivision 716339S.
PARENT TITLE Volume 11024 Folio 493
Created by instrument PS716339S 22/11/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
REBECCA LAM of 39 JUMBUCK CIRCUIT CARRUM DOWNS VIC 3201
AN395800Y 19/12/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ246118P 06/06/2025
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.

DIAGRAM LOCATION

SEE PS716339S 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: 39 JUMBUCK CIRCUIT CARRUM DOWNS VIC 3201

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 06/06/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS716339S

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS716339S**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**04/02/2026 16:32**

Signed by Council: Frankston City Council, PP Ref: 675/2014/P, Cert Ref: 188/2014/S, Original Certification: 10/10/2016, S.O.C.: 28/10/2016

PLAN OF SUBDIVISION

EDITION 1

Plan Number
PS716339S

LOCATION OF LAND

COUNTY:	MORNINGTON
PARISH:	LYNDHURST
TOWNSHIP:	
SECTION:	
CROWN ALLOTMENT:	
CROWN PORTION:	54 (PART)
TITLE REFERENCE:	VOL. 11024 FOL. 493
LAST PLAN REFERENCE:	PS604154F (LOT 2)
POSTAL ADDRESS: (at time of subdivision)	1275 FRANKSTON-DANDENONG ROAD CARRUM DOWNS 3201

MGA CO-ORDINATES: (of approx centre of land in plan)
E: 339 727 ZONE: 55
N: 5 781 337 GDA 94

COUNCIL: FRANKSTON

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION - Does not apply

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No.

This survey has been connected to permanent marks No. PM277
in Proclaimed Survey Area No.52

NOTATIONS

THIS IS A SPEAR PLAN

Boundaries defined by buildings are shown as thick continuous lines.

Location of boundaries defined by buildings:
Median: Boundaries marked 'M';
Exterior face: Boundaries marked 'E';

Common Property No. 1 consists of a road known as Jumbuck Circuit.

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

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Section 12(2) of the Subdivision Act applies to all the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	3.00	INST W881678X	SOUTH EAST WATER LIMITED
E-2	DRAINAGE	2.00	PS604154F	LOT 1 ON PS604154F

BRIAN WATSON SURVEYING
454 Waverley Road, EAST MALVERN. 3145
Phone: 9572 3122 Fax: 9572 3144

SURVEYORS FILE REF: 6569

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 4

BRIAN WATSON VERSION 7

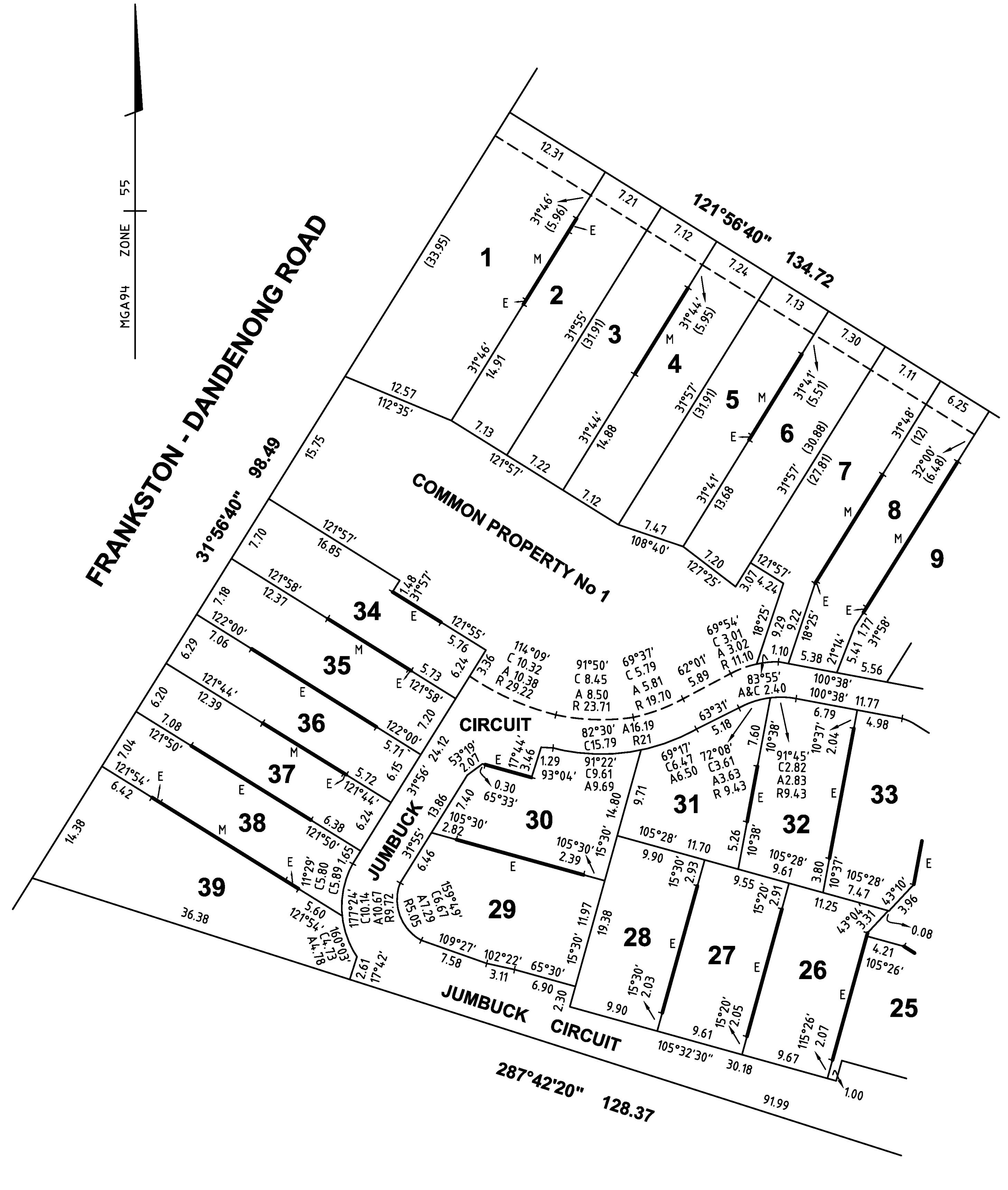
PLAN REGISTERED
TIME: 3.48 Pm DATE: 22/11/16
M.Holloway
Assistant Registrar of Titles

Signed by: Brian William Watson (Brian Watson Surveying) Surveyor's Plan Version (7) SPEAR Ref: S060600M 06/10/2016, Amended: 22/11/2016.

Signed by Council: Frankston City Council, PP Ref: 675/2014/P, Cert Ref: 188/2014/S, Original Certification: 10/10/2016, S.O.C.: 28/10/2016

Plan Number

PS716339S



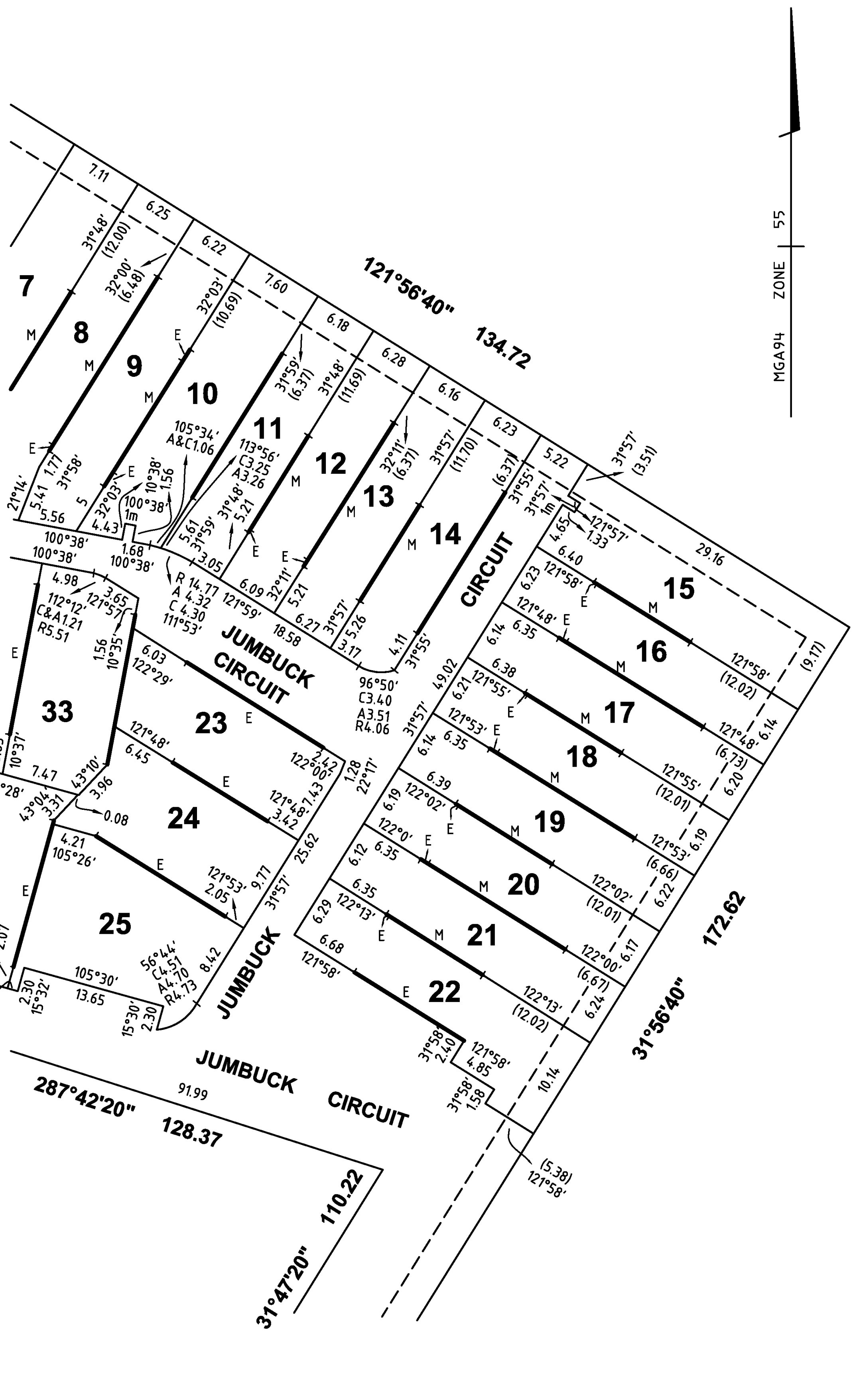
BRIAN WATSON SURVEYING 454 Waverley Road, EAST MALVERN. 3145 Phone: 9572 3122 Fax: 9572 3144	SCALE 1: 400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
	BRIAN WATSON VERSION 7			

Signed by: Brian William Watson (Brian Watson Surveying) Surveyor's Plan Version (7) SPEAR Ref: S060600M 06/10/2016, Amended: 22/11/2016.

Signed by Council: Frankston City Council, PP Ref: 675/2014/P, Cert Ref: 188/2014/S, Original Certification: 10/10/2016, S.O.C.: 28/10/2016

Plan Number

PS716339S



BRIAN WATSON SURVEYING
454 Waverley Road, EAST MALVERN. 3145
Phone: 9572 3122 Fax: 9572 3144

SCALE 1: 400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
BRIAN WATSON VERSION 7			

Signed by: Brian William Watson (Brian Watson Surveying) Surveyor's Plan Version (7) SPEAR Ref: S060600M 06/10/2016, Amended: 22/11/2016.

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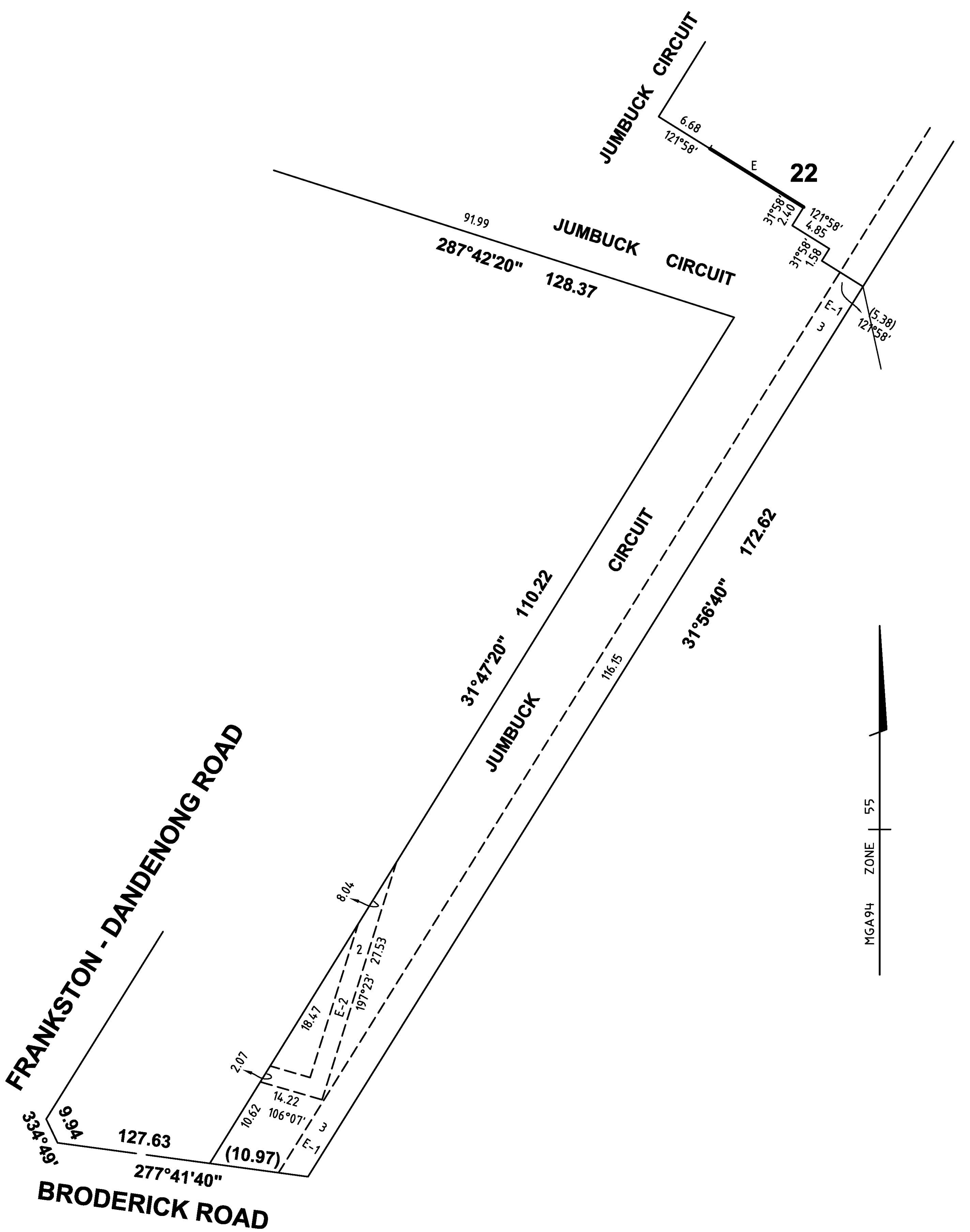
Plan Number

PS716339S



BRIAN WATSON SURVEYING 454 Waverley Road, EAST MALVERN. 3145 Phone: 9572 3122 Fax: 9572 3144	SCALE 1: 400	4 0 4 8 12 16 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
	BRIAN WATSON VERSION 7			

Signed by: Brian William Watson (Brian Watson Surveying) Surveyor's Plan Version (7) SPEAR Ref: S060600M 06/10/2016, Amended: 22/11/2016.

Plan of Subdivision PS716339S

Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S060600M
Plan Number: PS716339S
Responsible Authority Name: Frankston City Council
Responsible Authority Permit Ref. No.: 675/2014/P
Responsible Authority Certification Ref. No.: 188/2014/S
Surveyor's Plan Version: 7

Certification

☑ This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

◉ Has not been made at Certification

Digitally signed by Council Delegate:	Vanessa Herde
Organisation:	Frankston City Council
Date:	10/10/2016

Signed by: Vanessa Leanne Herde (Frankston City Council) 10/10/2016

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1223438

APPLICANT'S NAME & ADDRESS

OTHMAN CONVEYANCING C/- TRISEARCH (WEBSITE) C/- LANDATA

MELBOURNE

VENDOR

LAM, REBECCA

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

581803

This certificate is issued for:

LOT 36 PLAN PS716339 ALSO KNOWN AS 39 JUMBUCK CIRCUIT CARRUM DOWNS
FRANKSTON CITY

The land is covered by the:
FRANKSTON PLANNING SCHEME

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

The land:

- is included in a	GENERAL RESIDENTIAL ZONE
- and abuts a	TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

11 February 2026

Sonya Kilkenny
Minister for Planning

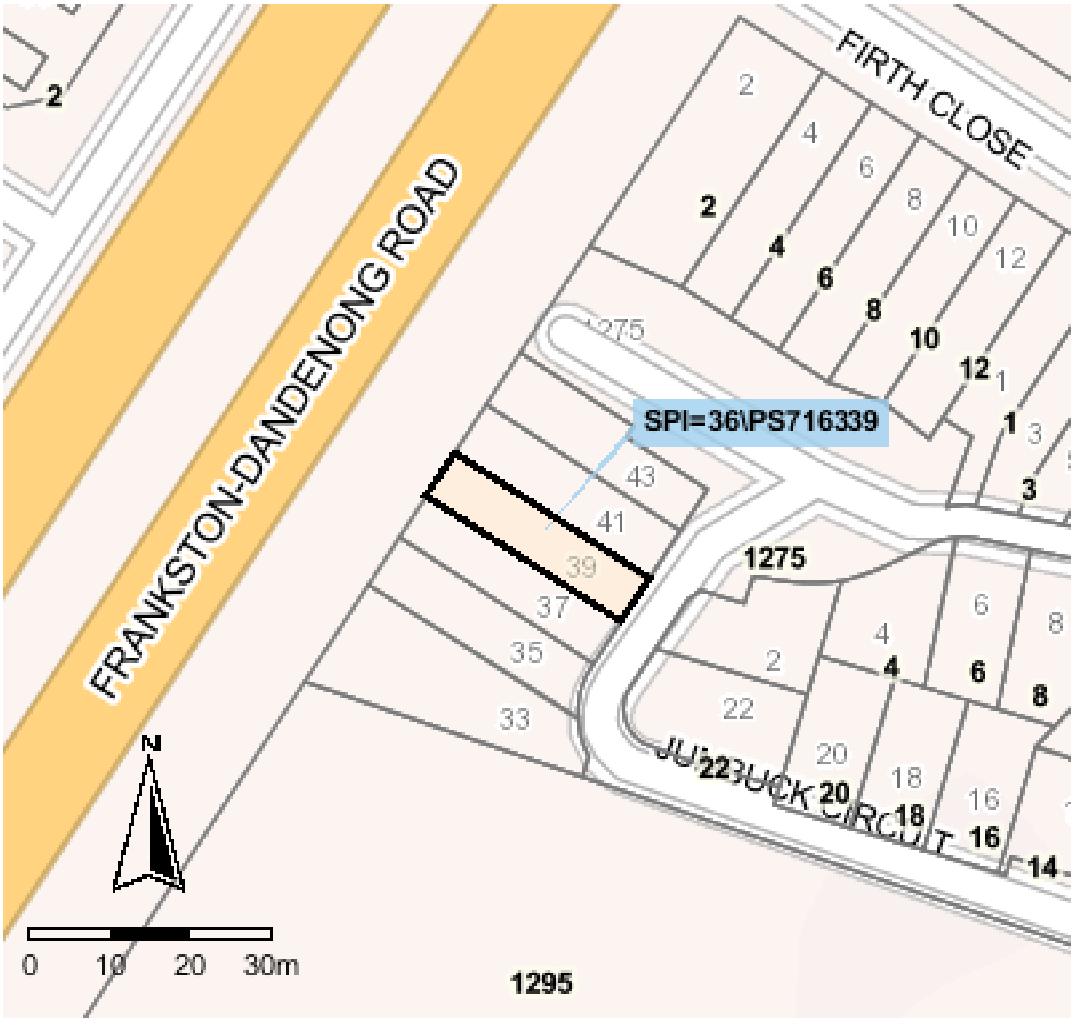
VICTORIA State Government

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

Department of Transport and Planning

Owners Corporation Search Report

Produced: 04/02/2026 04:32:44 PM

OWNERS CORPORATION 1
PLAN NO. PS716339S

The land in PS716339S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 39.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
111 WINONA ROAD MOUNT ELIZA VIC 3930

AY938240T 07/03/2025

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AV522036N 14/04/2022

Additional Owners Corporation Information:
OC032838J 22/11/2016

Notations:
NIL

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

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

Owners Corporation Search Report

Produced: 04/02/2026 04:32:44 PM

OWNERS CORPORATION 1
PLAN NO. PS716339S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100

Owners Corporation Search Report

Produced: 04/02/2026 04:32:44 PM

OWNERS CORPORATION 1
PLAN NO. PS716339S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Total	**3900.00**	**3900.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199
PO Box 490, Frankston, 3199
info@frankston.vic.gov.au

Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 129336

Issue Date: 05-Feb-2026

Assessment no: 02002853

Property Owner (as recorded by Council): Rebecca Lam

Applicant's Name	Landata	Effective Date of Valuation Prescribed Date of Valuation	01-Jul-2025 01-Jan-2025
Applicant's Address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Site Value Capital Improved Value* Net Annual Value	$100,000 $600,000 $30,000
		***This Council uses Capital Improved Value (CIV) for rating purposes**	

Applicants Ref: 79547177-017-9:91334

Title Particulars:	Lot 36 PS 716339 CT-11835/512
Property Description	**39 Jumbuck Circuit, CARRUM DOWNS 3201**
AVPCC	121 - **Conjoined Strata Unit/Townhouse**

CURRENT RATES AND CHARGES LEVIED 1st July 2025 to 30th June 2026		
CURRENT General Rates & Charges Emergency Services Volunteer Fund	**CHARGES** $1,408.35 $239.80 $	**TOTAL LEVIED $1,648.15**
ARREARS General Rates & Charges Emergency Services Volunteer Fund	**CHARGES** $1,364.10 $188.75 $	**SUB-TOTAL ARREARS $1,552.85**
Arrears Legal Costs/Charges		$0.00
Legal Costs/Charges		$0.00
Interest on Current Rates to:		$0.00
Interest on Arrears of Rates to:		$0.00
PAYMENTS RECEIVED		$-2,789.00
PENSION REBATE		$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		$0.00
OTHER CHARGES (A separate update is required for any other charges)		$0.00
Total Outstanding Any outstanding balance may be subject to interest and/or legal action, please contact this office prior to settlement. **Payment due dates**: Instalment 1 – 30/9/2025, Instalment 2 – 30/11/2025, Instalment 3 – 28/2/2026, Instalment 4 – 31/05/2026		**$412.00** BPAY **BILLER CODE: 1966** **REFERENCE NO: 02002853**

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199
PO Box 490, Frankston, 3199
info@frankston.vic.gov.au

Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 129336

Issue Date: 05-Feb-2026

ADDITIONAL INFORMATION

Heritage Place - Planning controls apply. Please contact Planning Department on 9784 1869 for more information.

Shaun Snelson
Authorised Officer
Date: 05-Feb-2026

I acknowledge having received the sum of $30.60 for this certificate.

Please note:

a) Frankston City Council imposes a time limit of three months from issue date during which a certificate may be updated verbally. Council will only be held responsible for information **given in writing**, i.e. a new certificate, not for information provided or confirmed verbally.
b) Frankston City Council provides verbal updates to the **applicant only**.
c) This certificate does not include important **Building & Planning information** including **outstanding enforcement, fees, Building** & **Planning permit history** and **use.** It is highly recommended to also obtain a '**Building Permit Particulars Form**' from Council & **'Planning Certificate'** from Council's Building & Planning Departments
d) This certificate does not include information regarding Traffic Management Devices.
e) If this certificate shows costs for Service Rates & Charges, further information can be provided regarding the bin types & sizes, by contacting Frankston City Council on 1300 322 322.
f) All Notice of Acquisitions lodged must have the Date of Birth of the Purchasers.
g) Please note that the outstanding balance amount can change at any time. It is important to notify your client(s) that there may be a balance outstanding after settlement.
h) **Please ensure your client is utilising the official property address as noted in the 'Property Description' section on page one of this certificate. Where a certificate is issued over the Master Assessment then the address noted in the 'Child Property Address' section at the bottom of page one is the official address of the new property. Council is the street numbering authority and allocates numbering in accordance with AS/NZ 4819:2011 Rural and Urban Street Addressing and the Office of Geographic Names Naming Rules for Places in Victoria 2016.**

Local Government (General) Regulations 2020

Part 6 - LAND INFORMATON CERTIFICATE

Section 13. - Prescribed information

(1) A land information certificate must contain the following statements:-

(a) This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council.
(b) This certificate is not required to include information regarding planning, building, health, land-fill, land-slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

Civic Centre, 30 Davey Street, Frankston, 3199
PO Box 490, Frankston, 3199
info@frankston.vic.gov.au

Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 129336

Issue Date: 05-Feb-2026

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Othman Conveyancing C/- triSearch
(Website)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 36 39 JUMBUCK CIRCUIT
CARRUM DOWNS 3201
36 PS 716339

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53J//13979/31	LANDATA CER 79547177-026-1	04 FEBRUARY 2026	51354842

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		$176.08
Arrears		$176.05
TOTAL UNPAID BALANCE		$352.13

- The meter at the property was last read on 06/01/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

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:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

South East Water

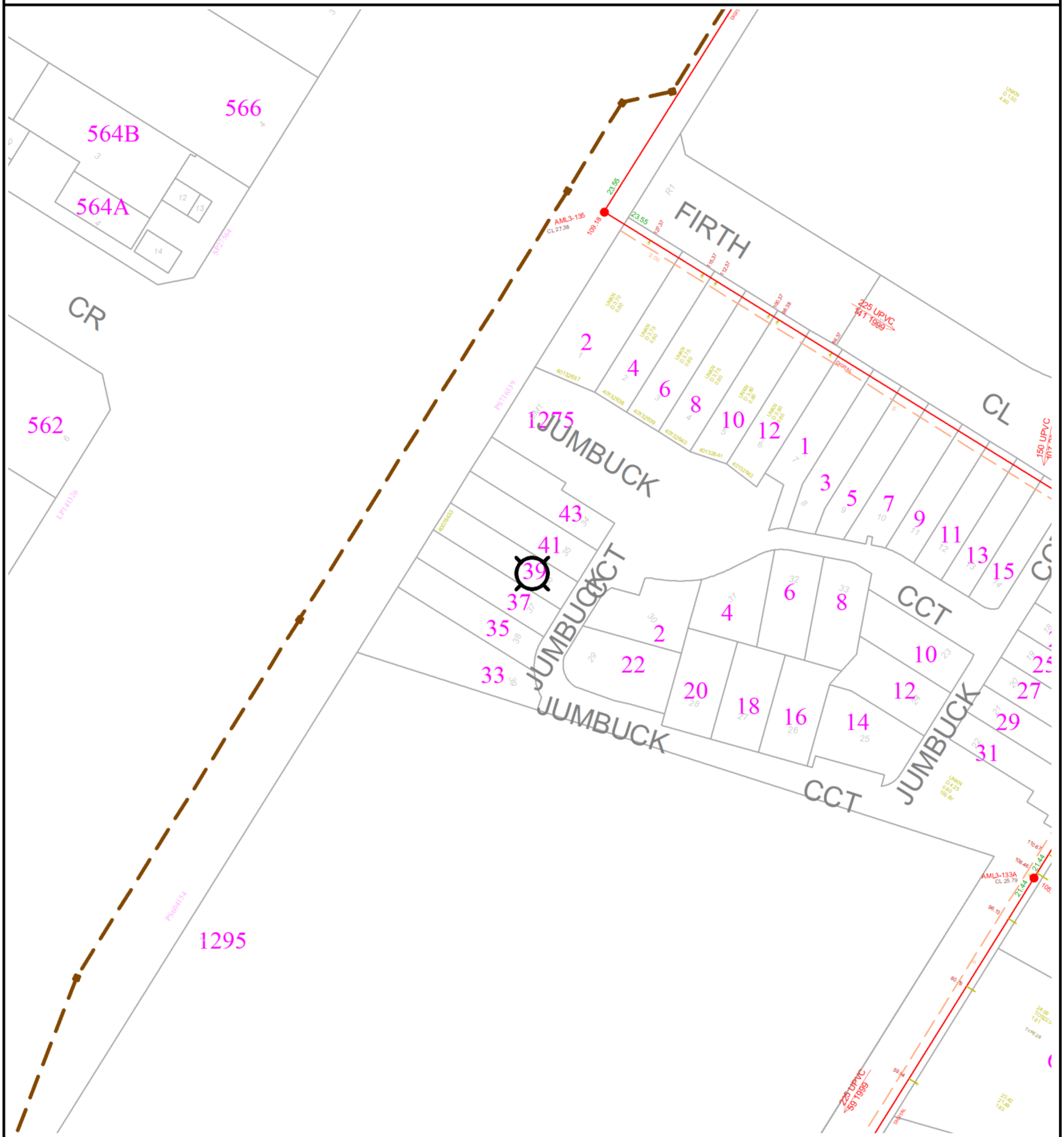
Property: Lot 36 39 JUMBUCK CIRCUIT CARRUM DOWNS 3201

Case Number: 51354842

20 0 20 40
Scale in Metres

Date: 04FEBRUARY2026

N



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

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

Melbourne Water Assets

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

ASSET INFORMATION - WATER

South East Water

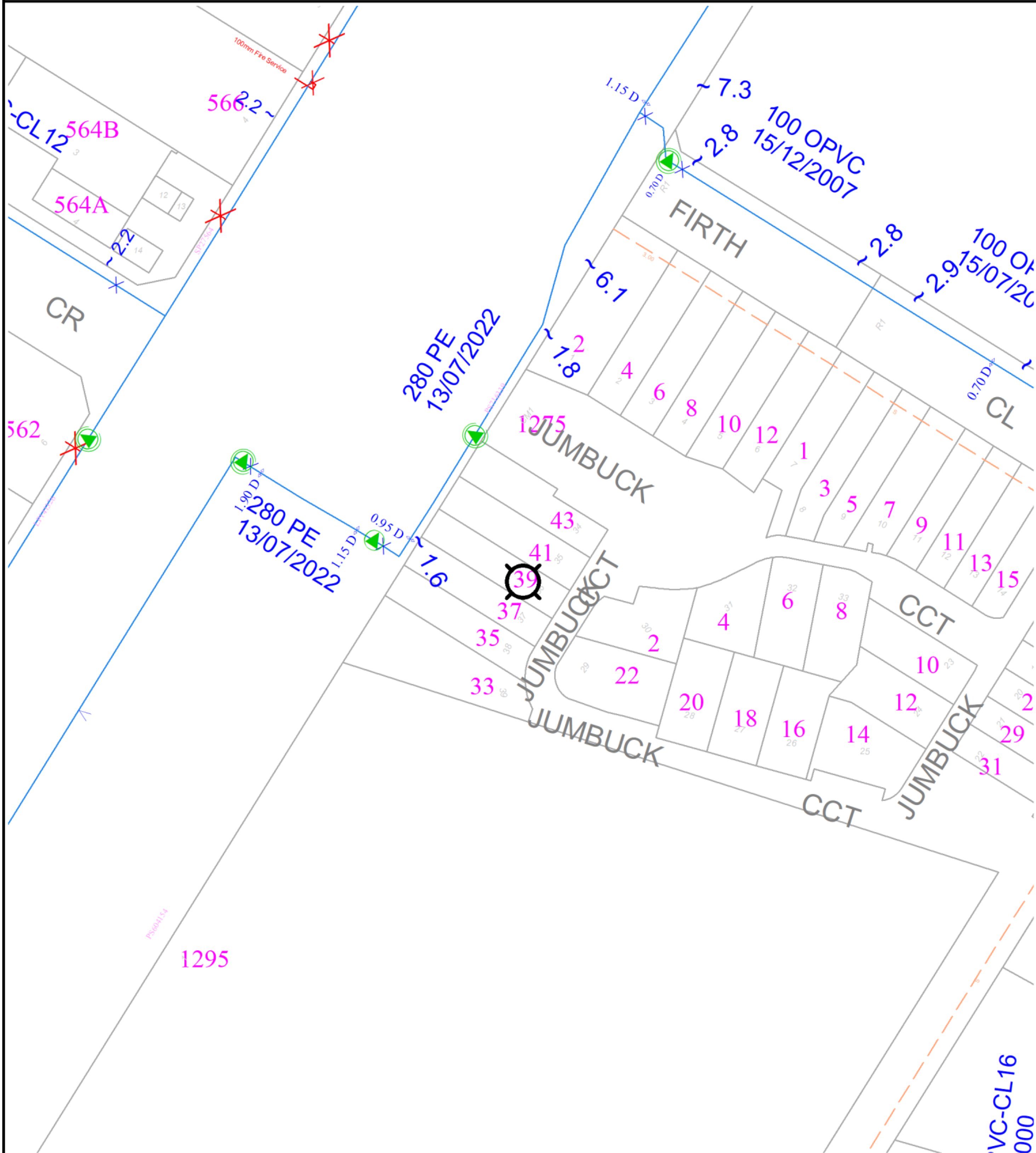
Property: Lot 36 39 JUMBUCK CIRCUIT CARRUM DOWNS 3201

Case Number: 51354842

Scale in Metres (20 0 20 40)

Date: 04FEBRUARY2026

N



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LEGEND

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

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

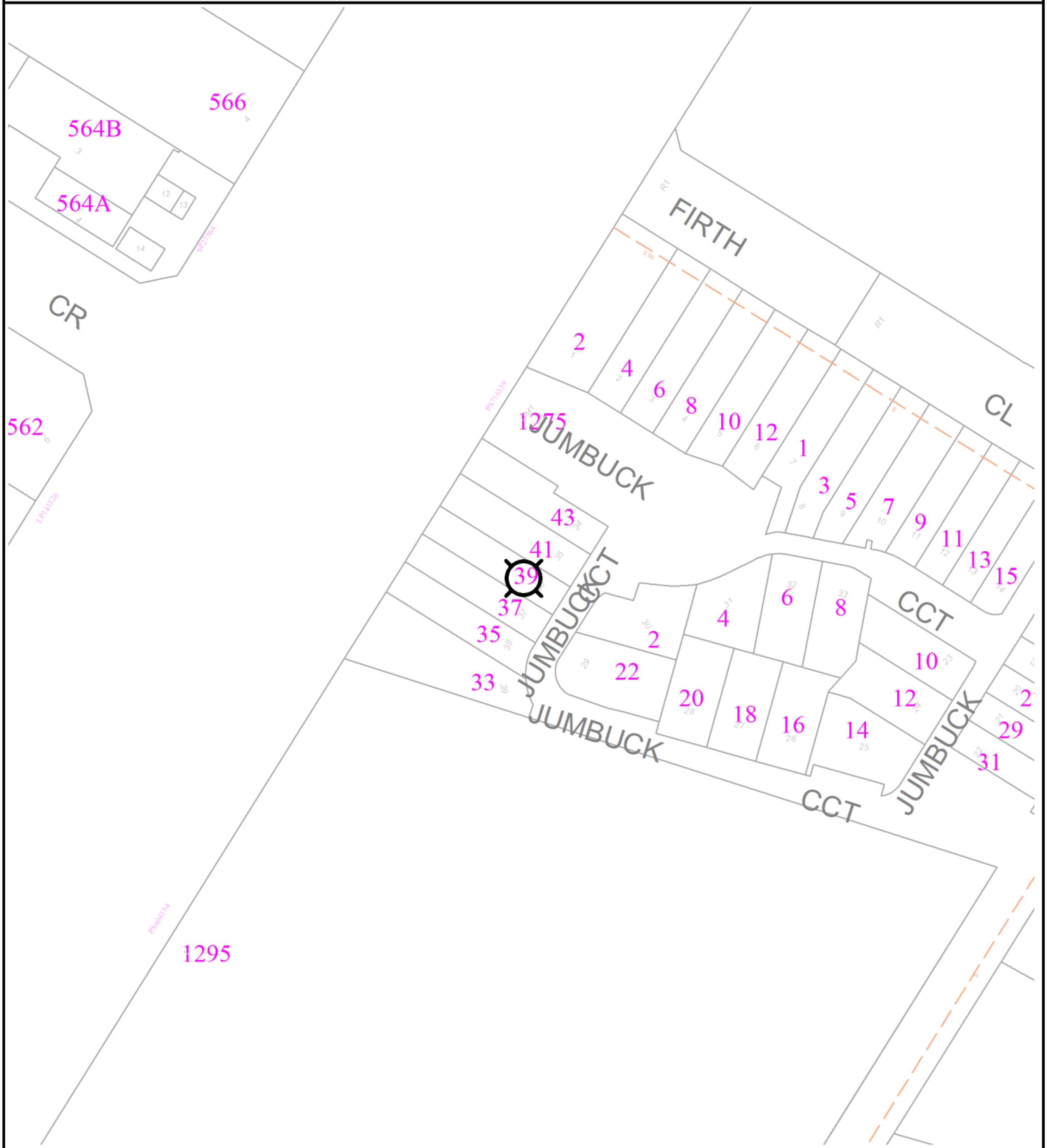
Property: Lot 36 39 JUMBUCK CIRCUIT CARRUM DOWNS 3201

Case Number: 51354842

20 0 20 40
Scale in Metres

Date: 04FEBRUARY2026

N



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LEGEND

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

Property Clearance Certificate
Land Tax

INFOTRACK / OTHMAN CONVEYANCING

Your Reference:	20261741
Certificate No:	96836776
Issue Date:	04 FEB 2026
Enquiries:	ESYSPROD

Land Address: 39 JUMBUCK CIRCUIT CARRUM DOWNS VIC 3201

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43565318	36	716339	11835	512	$418.42

Vendor: REBECCA LAM

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS REBECCA LAM	2026	$100,000	$418.42	$0.00	$418.42

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

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$600,000
SITE VALUE (SV):	$100,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$418.42**

Notes to Certificate - Land Tax

Certificate No: 96836776

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $100,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,000.00

Taxable Value = $600,000

Calculated as $600,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 96836776

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: 96836776

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / OTHMAN CONVEYANCING

Your Reference:	20261741
Certificate No:	96836776
Issue Date:	04 FEB 2026
Enquires:	ESYSPROD

Land Address: 39 JUMBUCK CIRCUIT CARRUM DOWNS VIC 3201

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43565318	36	716339	11835	512	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121	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.

CAPITAL IMPROVED VALUE:	$600,000
SITE VALUE:	$100,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 96836776

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

INFOTRACK / OTHMAN CONVEYANCING

Your Reference:	20261741
Certificate No:	96836776
Issue Date:	04 FEB 2026

Land Address: 39 JUMBUCK CIRCUIT CARRUM DOWNS VIC 3201

Lot	Plan	Volume	Folio
36	716339	11835	512

Vendor: REBECCA LAM

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.

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

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

Notes to Certificate - Windfall Gains Tax

Certificate No: 96836776

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 96836770

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: 96836770

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

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

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 Section 151 and Owners Corporations Regulations 2018 Reg. 11 and 12

Under Section 151(3) of the Act, the Owners Corporation must issue an owners corporation certificate within 10 business days after it receives an application.

Owners Corporation Plan Number 716339S

Property Address 1275 Frankston-Dandenong Road Carrum Downs 3201

Vendor: Rebecca Lam

Purchaser:

This certificate is issued for Lot 36 on Plan Number of Subdivision Number 716339S

The postal address is 39 Jumbuck Circuit Carrum Downs 3201

1 The current fee for the above Lot is $550.00 per quarter.

2 The Owners Corporation Fees are paid up until: 28 February 2026

3 Unpaid fees including interest now total **–$NIL. Next fee due 1 March 2026. If settlement takes place after 1 March an update will need to be sought.**

4 The following special fees or levies have been struck and are due and payable on the dates indicated – NIL.

5 The Owners Corporation has performed or is about to perform the following repairs, work or acts which may incur an additional charge to that set out above - NIL

6 Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies or repair and maintenance plans other than set out above? - No

7 The Owners Corporation has the following insurance cover –

Name of Company	SCI Insurance.
Policy Number	POL11095497
Policy Type	Residential Strata Insurance Plan
Building Amount	$19,977,300
Public Liability Amount	$20,000,000
Buildings Covered	39 Residential Units
Renewal Date	16/11/2026

8 The Owners Corporation has submitted any special rules to the Office of Titles.

9 Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? – No

10 Are there any legal proceedings to which the Owners Corporation is a party or any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? – No

11 Has the Owners Corporation members arranged their own insurance in accordance with Section 63 of the Act? – No

12 The total net funds held by the Owners Corporation as of the last financial statement prepared on 30 November 2025: $24,801.29

13 Has the Owners Corporation granted any lease, licence or agreements affecting the common property? – No

14 Has the Owners Corporation made any current agreements to provide services to members and occupants or the public for a fee? - No

15 The Owners Corporation is not a party to any proceeding or aware of any circumstances which may give rise to proceedings except the following –

16 No appointment or proposal for the appointment of an administrator has been made.

17 The Owners Corporation has appointed an Owners Corporation Manager.
The Manager is Phase Strata Title Management Pty Ltd – PO Box 137 Mount Eliza Vic 3930
Phone (03) 9775 4676. EMAIL: info@psmoc.com.au

Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:

(i) a copy of the rules or if the rules have been amended a copy of the consolidated rules of the owners corporation as registered at Land Victoria.
(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and
(iii) a copy of all resolutions made at the last annual general meeting of the owners corporation; and
(iv) any other documents of a prescribed kind.

PLEASE NOTE: Further information on prescribed matters may be obtained by the inspecting the owners corporation register.

Dated this 12 February 2026

This Owners Corporation Certificate was prepared by:

Scott Elliott (Owners Corporation Manager and Delegate)

*The Common Seal of Owners Corporation Plan No was hereto affixed in accordance with Section 20 of the Owners Corporation Act 2006 in the presents of

Lot Owner………………………… Lot No………Signature……………………………………………

Lot Owner………………………… Lot No………Signature…………………………………………......
*Delete if applicable

Note: The person affixing the seal must show the capacity in which the seal is affixed as one of those indicated.

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 FOR AN OWNERS CORPORATION

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2 Management and administration

2.1 Metering of services and apportionment of costs of services

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

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

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

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

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

3 Use of common property

3.1 Use of common property

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

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

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

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

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

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

3.2 Vehicles and parking on common property

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

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

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

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

3.3 Damage to common property

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

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

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

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

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

4 Lots

4.1 Change of use of lots

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

Example

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

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

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

6 Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(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 Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

MINUTES OF ANNUAL GENERAL MEETING FIN YR 2025

COMPLEX:	Broderick Terrace (Jumbuck Circuit & Firth Close) Carrum Downs	**OCPN:**	716339S
HELD:	Offline Format via phone/email from 29 January to 12 February 2026		
PRESENT/REPRESENTED:	Lot 4: D & A Voyer		
APOLOGIES/PROXIES:	N/A		

Quorum?	A quorum was not met for the Annual General Meeting, as such all decisions made at the Annual General Meeting are *Interim Decisions* and become *Binding Decisions* in 29 clear days.

Chairperson Election	It was agreed that Scott Elliott of PSM OC should chair the Annual General Meeting.

Confirmation of previous Annual General Meeting Minutes:

The Minutes of the previous Owners Corporation AGM were recorded and confirmed as a true and correct record, no business or matters were outstanding from the previous Annual General Meeting Minutes and no Notice of Motions have been put before the Annual General Meeting.

Manager's Report	The OC Managers Report for 2024-2025 was read, discussed, received & adopted.

Owners Corporation Financial Report 2024-25 & Owners Corporation Proposed Budget 2025-2026:

The Owners Corporation Financial Report for the year ending 30 November 2025 was discussed in detail, agreed upon and accepted. The Owners Corporation Proposed Budget for the year 2025-2026 was discussed and agreed that they would remain the same this financial year.

Owners Corporation Committee of Management:

A vote of thanks was given to the outgoing Owners Corporation Committee of Management, all Owners Corporation Committee of Management positions were then declared vacant and nominations called for new Owners Corporation Committee of Management Members for the period 2025-2026. Lot 4: A Voyer, Lot 21: J Gresens, Lot 31: J Flynn, Lot 37: P Morrell & Lot 39: O Linnane all nominated and accepted. Lot 4: A Voyer was elected for 2025-2026.

Owners Corporation Management:

An Ordinary Resolution dated 12 February 2026 was moved and passed stating "That PSM OC Pty Ltd, be reappointed as Owners Corporation Manager of OCPN 716339S for the following 12-month period". The necessary *Owners Corporation Management Agreement* was drawn up and signed accordingly and becomes binding even though the meeting was held in the offline format.

General Business Items:

OC Building Insurance:	Scott Elliott advised and fully discussed the Owners Corporation Insurance together with his function and obligations and it was then agreed by the members that the present SCI Building Insurance coverage of $19,997,000 was adequate for the following 12 months. Owners Corporation Members also agreed that the present Public Risk coverage of $20,000,000.00 was also adequate. Members should note that the insurance policy has been placed in the hands of BJS brokers and as such the brokers will seek competitive quotes to gain the best possible policy at the best price. The options will be tabled with the newly formed committee for their review and approval.
WH&S:	The issues regarding Work Health & Safety at the complex was again discussed, it was agreed that no professional WH&S annual inspection was required and that the property will be periodically inspected with regards to WH&S issues by Owners, Managers and/or Maintenance Contractors.
Resolutions made to date	As a historical and continual record of resolutions made throughout the year affecting all lots and common property, the list below will be added to in order to provide full disclose to all members and future purchasers of rulings with in the OC.

at the complex:	February 2022 – the implementation of a towing system at the complex to effectively manage the non-compliance of the parking rules at the complex with the rules approved and lodged with Land Victoria.

There being no further General Business, the Owners Corporation AGM was closed at 5pm on 12 February 2026.

Scott Elliott – Chairperson.

stratacommunityinsure.com.au
T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box 13132, Law Courts, VIC 8010

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11095497
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	Owners Corporation Plan No. PS 716339
SITUATION	1275 Frankston-Dandenong Road, Carrum Downs, VIC, 3201
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 16/11/2025 Expiry Date: 4:00pm on 16/11/2026
INTERMEDIARY	BJS Insurance Brokers Pty Ltd
ADDRESS	PO Box 7081, Melbourne, VIC, 8004
DATE OF ISSUE	20/10/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$19,977,300
		Common Area Contents	Not Included
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$2,996,595
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$1,000,000
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.

10 February 2022

Dear Owners Corporation Member,

Re: Visitor Parking, parking on common area – implementation of towing system at Broderick Terrace (Firth Close and Jumbuck Circuit), CARRUM DOWNS VIC 3201 (OCPN 716339S)

The special resolution being worded: ***'The members of the Owners Corporation plan number 716339S hereby resolve in accordance with The Owners Corporations Act 2006 to approve the implementation of a third-party Towing system at the Firth Close and Jumbuck Circuit, CARRUM DOWNS VIC, to more effectively manage and police the non-sanctioned parking on common property'.*** Closed officially on 27 January 2022.

The total number of registered votes being more than 50% of the total lot entitlement forms a quorum and in accordance with the Owners Corporation Act 2006, Part 4, Section 97, Sub-section 1, the ballot is passed as an interim special resolution.

The total lot liability for the complex is: **3900 (all 39 lots)** with **2000 (20 lots)** voting in favour of the implementation of the towing system and 0 **(0 lots)** voting against**.** 19 units failed to register a vote.

In accordance with the Owners Corporation Act 2006, Part 4, Section 97, Sub-section 5, the interim special resolution will be passed on 25 February 2022 unless lots owners who hold more than 25% of the total votes for all the lots affected by the Owners Corporation petition PSM against the resolution.

If you have any questions regarding this, please contact our office to discuss.

Kind regards

Scott Elliott
Owners Corporation Manager

Dear Owners Corporation Member,

Broderick Terrace (Firth Close and Jumbuck Circuit) (OCPN 716339S) – Owners Corporation Rules & Regulations

As Owners Corporation Manager of your property, I would like to take this opportunity to advise you and all residents of the Owners Corporation Rules and Regulations at your complex.

PARKING:

All residents have a provision to park 2 cars on their titled land.

Units with one garage have the capacity of parking ONE additional vehicle in front of their garage if they do not impact or restrict access or protrude onto the main driveway to and from any other unit.

All units with two garages can only park their vehicles in their garage. There is no provision to park in front of their garage.

Under no circumstances can any vehicle be parked on the common area driveway obstructing access. This causes access issues and more importantly public liability issues at the complex as well as certain emergency service vehicles not able to access the complex.

Anyone unsure of their allocated parking should firstly consult your title documents. If, however there is still confusion as to where and where you cannot park, please contact our office for further clarification.

The primary use of the garage is for the parking of vehicles. Should the garages be used for any other use, the lot owner/resident simply loses a car space. There is no provision for these residents to then park elsewhere on common property other than the options stated above.

Any units let via AirBnB or alike must ensure that these residents operate under the rules of residents and not visitors whereby they cannot park in the visitors parking bay.

In short, there is absolutely no provision for any vehicles/trailer to be parked on any portion of the common area driveway/garden/gravel/lawn at any time and there are no other additional parking spaces on common area of the complex allocated to individual units other than described above.

TOWING SYSTEM:

There is a towing system implemented at the complex. Any vehicles that are CLEARLY not adhering to these parking rules and regulations may be subject to their cars being towed away.

1. All other areas at the complex that are on common property are strictly 'no parking' areas. Such as on the gardens, common area driveways, and footpaths etc. Any vehicles that park on gardens, internal driveways or any other part of common property as stated above will have their vehicle towed.
2. All 16 visitor parking bays are not to be utilised by residents. These are for genuine visitors to use when visiting residents at the complex. If residents park in the visitors parking bays they are at risk of having their vehicle towed away.
3. If any vehicles are parked or any other part of common area or not adhering to the parking rules as above that is not a visitors parking area **ANY** resident can call the towing company below and have these cars towed immediately. For the towing company to tow a vehicle from this area a time stamped photo of the vehicle, registration, make and model of car will need to be supplied to the towing company. You will also need to provide some photo ID to ensure that you are a resident at the complex and you will need to fill in the online towing authority form: https://www.anytimetowing.com.au/tow-away-authority-form/ The towing company will not tow a car away if there is insufficient evidence. **The procedure is different for the visitors parking spaces.**
4. **Visitor parking spaces** – if you believe a resident is utilising a visitors parking space you will need to contact our office in writing via email. You will need to provide a time stamped photo of the vehicle stating its location

within the complex, along with the registration number, make, model and colour of car and also the unit you believe this car belongs to even if you think it is from the neighbouring complex.

4.1 We will then contact the owner or property manager and advise them to immediately move from the visitor parking bay and advise them not to utilise these spaces in the future. If the vehicle remains in place after the 24-hour period after the first warning a second warning will be issued. After the third warning any vehicle associated with that lot will without further notice be towed. Our office will need to be notified, provided all the relevant details and **ONLY** our office (Phase Management) or the elected committee of management (if out of office hours) will be able to call in this vehicle to be towed under our instruction.

4.2 This 3-warning policy refers to an individual unit/lot not an individual vehicle and the accumulative effect of all/any associated vehicles of a lot is taken into consideration. For example, if an individual lot has three cars and each car on three separate occasion is witnessed to be parked in the visitor only parking bays this will constitute 3 warnings. If a lot has previously received warnings, these warnings are taken into account regardless of the timeframe if they continue to park in the visitor parking spaces.

5. If a vehicle is towed, Anytime Towing will charge from $440 to release the vehicle. There is also a $50 a day storage charge for the vehicle. To have your vehicle released it is the owner's responsibility to call the number above. You will need to pick up your vehicle from Anytime Towing's depots which are located in Mornington, Dandenong and Altona.

6. If the above procedures are followed this will not lead to genuine visitor's cars being towed away.

It will also be mandatory to contact our office if you have a visitor staying with you for more than three consecutive days which often occurs at certain times during the year. Provide us with their vehicle details and we will ensure that in these instances these vehicles will not get towed. If these details are not provided to our office, we have the right to deny visitors from utilising these spaces. Longer term visitors will need approval from our office and is at the discretion of all lot owners as a majority ruling as there is no committee at your complex.

Important information for Firth Close:

Firth Close itself is a council road. The towing rules for any vehicle parked on this council road will not apply, however if any resident find a vehicle that is not theirs parked on the driveway in front of their garage, they are permitted to tow from this private area.

VISITOR PARKING:

As the term implies any marked *Visitor's Car Parking* spaces are to be used **only** for that purpose and under **no** circumstances should *Visitor's Car Parking* spaces be used by residents as additional permanent car parking areas.

DEFINITION OF A VISITOR: A visitor to the complex is a short-term visitor only visiting residents at the complex. If you have a partner/additional resident at your unit (that technically has a different address) BUT stays at the complex more days in the week than not they default to being classed as a resident and MUST abide by the rules of the complex as a resident does. Overnight visitors are permitted but not over consecutive days in the same space. Furthermore, a visitor cannot park their vehicle in the visitors space on a Friday night and leave it unmoved for the whole weekend until Monday morning. This is unfair use of the visitors spaces at the complex. If a vehicle is photographed over 4 consecutive days, even in different spaces and this evidence is provided to our office, a first warning will be issued regardless of whether they are a visitor as this is more days in the week than not.

Please see overleaf for the approved parking plan for your complex which highlights the Visitor Parking areas. There are 16 visitors parking space at your complex. NO RESIDENTS ARE TO PARK IN THESE AREAS AT ANY TIME.

SPEEDING:

For the safety of all residents at your complex (in particular young children) we ask that both residents and visitors vehicles please adhere to the **10 kph** speed limit while driving within the complex.

REFUSE COLLECTION:
For both hygiene and safety reasons, please make sure all emptied *Refuse Bins* are removed from the bin collection areas on the **same day** as collections take place and that all Bins as per the endorsed waste management plan are 'stored within the private open space for each dwelling' **out of sight from the common area**. Residents are advised to report to Phase Management regular offenders of residents keeping their bins out in sight of common area.

CHANGES VISIBLE FROM COMMON AREA:
Please also be aware that in accordance with the Owners Corporation Act 2006, ***any alteration to any unit visible from Common Area must first have prior approval from the Owners Corporation***. This Rule includes alterations such as garden replanting, garden re-mulching and decorating gardens with items such as pot and statues etc. Since the Common Area is owned by all Owners Corporation Members, this Regulation is designed to be protective rather than restrictive in allowing visible change by allowing a majority of Members or the elected Committee of Management to decide what is best for the complex as a whole. Any such Application for alteration works should be forwarded to our office in written form, clearly outlining the details of the proposed alterations.


3 x visitor parking spaces. Not to be used as additional parking for residents.

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Othman Conveyancing C/- triSearch (Website)
135 KING STREET
SYDNEY 2000
AUSTRALIA

Client Reference: 581803

NO PROPOSALS. As at the 4th February 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

39 JUMBUCK CIRCUIT, CARRUM DOWNS 3201
CITY OF FRANKSTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 4th February 2026

[Vicroads Certificate] # 79547177 - 79547177162943 '581803'