

Contract of Sale of Land

Property:

**Unit 4 & Accessory Unit 7, 73-75 Beach Street,
Frankston VIC**

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

Tel: (03) 8790 5488

Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: AC:20260946

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2026

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2026

Print names(s) of person(s) signing: Lynette Joy Massey, Ian Walter Reilly and Jennifer Reilly

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: ashley.patane@obre.com.au
Tel: 9772 7077 Mob: 0417 686 519 Fax: 9772 7022 Ref: Ashley Patane

Vendor

Name: Lynette Joy Massey
Address: 10 Quinton Court, Mount Eliza VIC 3930
ABN/ACN:
Name: Ian Walter Reilly
Address: 5 Avery Court, Mount Martha VIC 3934
ABN/ACN:
Name: Jennifer Reilly
Address: 58 Albenca Street, Mentone VIC 3194
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20260946

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	09177	Folio	853	4	RP 8541
Volume	09177	Folio	856	7	RP 8541

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 4 & Accessory Unit 7, 73-75 Beach Street, Frankston VIC

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

SPECIAL CONDITION 1 – Christmas Closure Period

1. Where a settlement date is chosen during the Christmas/New Year period of Wednesday 23rd December 2026 to Monday 4th January 2027 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Monday 4th January 2027 without penalty to either the Vendor or Purchaser.
2. The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 1.1.
3. Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 1.1 and 1.2.
4. Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2026, settlement will be delayed until 4th January 2027. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:
 - Penalty interest pursuant to General Condition 33
 - Payment in full of the vendors 2027 land tax liability.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

- 13.8 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.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We,of

andof

being the **Sole Director / Directors** of ACN
.....

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

in the presence of:)

Director (Sign)

Witness.....)

SECTION 32 **STATEMENT**

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

Vendor:	Lynette Joy Massey, Ian Walter Reilly and Jennifer Reilly
Property:	Unit 4 & Accessory Unit 7, 73-75 Beach Street, Frankston VIC



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: AC:20260946

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows-

Provider	Amount (& interest if any)	Period
Frankston City Council		Per annum
South East Water		Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$4,500.00 per annum

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) if the contract for the sale of the land 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, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;-

Not Applicable

- (b) if there is a residence on the land and section 137B of the **Building Act 1993** applies to the residence, particulars of any cover under the statutory insurance scheme (within the meaning of that Act) applying to the residence.

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.

- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Frankston City Council Planning Scheme

Responsible Authority: Frankston City Council

Zoning: RGZ – Residential Growth Zone – Schedule 1

Planning Overlay/s:

- DDO - Design and Development Overlay - Schedule 11
- PO - Parking Overlay - Precinct 1
- SBO - Special Building Overlay
- SCO - Specific Controls Overlay - Ps Map Ref Sco3

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- Apart from any matters disclosed in the attached certificates, none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 09177 Folio 853
2. Register Search Statement Volume 09177 Folio 856
3. Plan of Subdivision RP8541

DATE OF THIS STATEMENT

21/09/2026

Name of the Vendor

Lynette Joy Massey, Ian Walter Reilly and Jennifer Reilly

Signature/s of the Vendor

x

Lynette Massey

Ian Reilly

Jennifer Reilly

23/09/2026

21/09/2026

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

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

VOLUME 09177 FOLIO 853

Security no : 124137850066A

Produced 24/08/2026 10:56 AM

LAND DESCRIPTION

Lot 4 on Registered Plan of Strata Subdivision 008541.
PARENT TITLE Volume 08942 Folio 252

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

LYNETTE JOY MASSEY of 10 QUINTON COURT MOUNT ELIZA VIC 3930

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

IAN WALTER REILLY of 5 AVERY COURT MOUNT MARTHA VIC 3934

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

JENNIFER REILLY of 58 ALBENCA STREET MENTONE VIC 3194

AX988543A 10/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP008541 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER

BA582659H (E)

TRANSFER CONTROL OF ECT

STATUS

Completed

DATE

30/06/2026

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

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

Street Address: UNIT 4 73-75 BEACH STREET FRANKSTON VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 18484W VICTORIAN STATEWIDE CONVEYANCING PTY LTD
Effective from 30/06/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP008541

DOCUMENT END

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

VOLUME 09177 FOLIO 856

Security no : 124137849801N

Produced 24/08/2026 10:52 AM

LAND DESCRIPTION

Lot 7 on Registered Plan of Strata Subdivision 008541.

ACCESSORY LOT

PARENT TITLE Volume 08942 Folio 252

REGISTERED PROPRIETOR

Estate Fee Simple

TENANTS IN COMMON

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

LYNETTE JOY MASSEY of 10 QUINTON COURT MOUNT ELIZA VIC 3930

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

IAN WALTER REILLY of 5 AVERY COURT MOUNT MARTHA VIC 3934

As to 1 of a total of 3 equal undivided shares

Sole Proprietor

JENNIFER REILLY of 58 ALBENCA STREET MENTONE VIC 3194

AX988543A 10/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

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DIAGRAM LOCATION

SEE RP008541 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER

BA582659H (E)

TRANSFER CONTROL OF ECT

STATUS

Completed

DATE

30/06/2026

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

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

Street Address: UNIT 4 73-75 BEACH STREET FRANKSTON VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 18484W VICTORIAN STATEWIDE CONVEYANCING PTY LTD

Effective from 30/06/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP008541

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	RP008541
Number of Pages (excluding this cover sheet)	2
Document Assembled	24/04/2026 12:30

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

PLAN OF STRATA SUBDIVISION		EDITION 1	RP008541
LOCATION OF LAND PARISH: FRANKSTON TOWNSHIP: FRANKSTON SECTION: C CROWN ALLOTMENT: - CROWN PORTION: 6B (PT) TITLE REFERENCE: VOL.8942 FOL.252 LAST PLAN REFERENCE: CP101161 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 73&75 BEACH STREET FRANKSTON 3199		FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT	
		SURVEYOR'S CERTIFICATE Surveyor: JOHN M. HORNE Certification Date: 25/06/1976 SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF FRANKSTON on 18/10/1976 REGISTERED DATE: 10/11/1976 PLAN UPDATED BY REGISTRAR IN AN661031Q 17/09/2019	

LEGEND

THE BUILDING IN THE PARCEL CONTAINED IN LOTS 1 TO 5 IS A SINGLE STOREY BUILDING.
NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 6 TO 10.

THE UPPER BOUNDARY OF LOTS 1 TO 10 IS TEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS IS 1.5 METRES BELOW THAT PART OF THE SITE.

LOTS 6 TO 10 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

EASEMENT INFORMATION

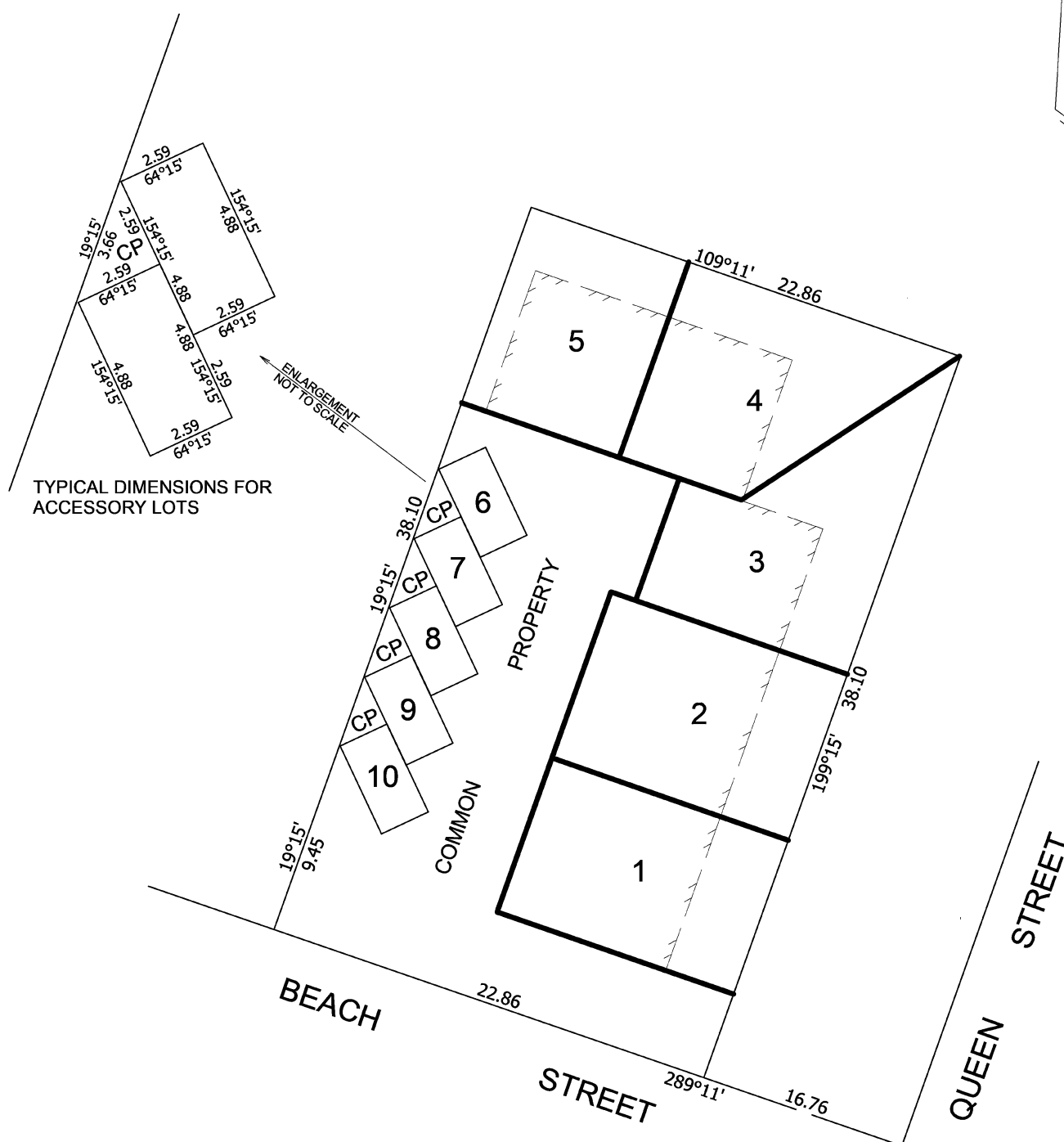
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected

PLAN OF STRATA SUBDIVISION

RP008541



0 4 8 16 24

LENGTHS ARE IN METRES



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 24/04/2026 12:30:27 PM

**OWNERS CORPORATION
PLAN NO. RP008541**

The land in RP008541 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property, Lots 1 - 10.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

73-75 BEACH STREET FRANKSTON VIC 3199

RP008541 10/11/1976

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	31	31
Lot 2	31	31
Lot 3	26	26
Lot 4	26	26
Lot 5	26	26
Lot 6	1	1



Department of Transport and Planning

Owners Corporation Search Report

Produced: 24/04/2026 12:30:27 PM

OWNERS CORPORATION
PLAN NO. RP008541

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	1	1
Lot 8	1	1
Lot 9	1	1
Lot 10	1	1
Total	145.00	145.00

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.



Rate and Valuation Notice 2026–2027

Rates and charges for the period 1 July 2026 to 30 June 2027

Page 1 of 4

Foreshore Parking Permit Enclosed



Tax Invoice

ABN 49 454 768 065



Lynette Joy Massey and Ian Walter Reilly and
Jennifer Reilly
10 Quinton Court
MOUNT ELIZA VIC 3930

Notice date: 28/08/2026

Frankston City Council
PO Box 490
FRANKSTON VIC 3199
Phone: 1300 322 322
info@frankston.vic.gov.au
frankston.vic.gov.au

Assessment No./Ref No. 0001480 1

Ward: Kananook

032
I044787
DLX10_249

Property details

4/73-75 Beach Street, Frankston 3199
Lot 4 RP 8541, Lot 7 RP 8541 Accessory Unit

Australian Valuation Property Classification Code:
121 : Conjoined Strata Unit/Townhouse

Date of valuation: 01/01/2026

Site Value (SV): \$150,000
*Capital Improved Value (CIV): \$390,000
Net Annual Value (NAV): \$19,500
Valuation Effective Date: 01/07/2026

*Council uses Capital Improved Value (Land value plus any improvements) for rating purposes

Financial details

Declared on: 11 May 2026

General Rate	0.001944780 cents in \$ on 390,000	\$758.45
Municipal Charge		\$193.40
Waste Charge-Res-Gen80-Mix Rec-Glass-FOGO120	\$457.40 X 1	\$457.40

If you're experiencing payment difficulty, and require a payment plan, please refer to page 3 of this notice for further information.

Victorian Government charges — raised and collected by Council, passed on in full to the State Revenue Office
⚠️ **ESVF Category - Residential** \$139.00 + (0.000173000 X 390,000) \$206.45

Garbage Charges Include the State Government Imposed Landfill Levy

To register for email notices visit:
frankston.enotices.com.au
eNotice Reference No: **9877CBA30M**

This notice does not include any adjustments/payments made after 21/08/2026
Interest is charged at 10 per cent per annum on all overdue payments —
The maximum rate of interest is fixed by the Minister.

ARREARS (if any)	1st INSTALMENT	2nd INSTALMENT	3rd INSTALMENT	4th INSTALMENT	TOTAL DUE
	\$406.70	\$403.00	\$403.00	\$403.00	\$1,615.70
Due immediately	Due 30/09/2026	Due 30/11/2026	Due 28/02/2027	Due 31/05/2027	
Direct Debit payment option		30/09/2026 \$183.70	04/01/2027 \$179.00	31/03/2027 \$179.00	If you paid by direct debit last year your direct debit will automatically continue. If you want to cancel this direct debit, please notify Council in writing.
By application only, nine monthly direct debit payments visit: frankston.vic.gov.au		02/11/2026 \$179.00	01/02/2027 \$179.00	30/04/2027 \$179.00	
		30/11/2026 \$179.00	01/03/2027 \$179.00	31/05/2027 \$179.00	

How to pay



Online

Using a Visa, Mastercard or debit card via Council's website.
Visit:
frankston.vic.gov.au



BPAY

Log into your online banking to pay from your cheque, savings or credit card account. Self-manage weekly, fortnightly or monthly payments
Visit: bpay.com.au
Biller Code: 1966
Ref: 00014801



Phone or Post Billpay

Using a Visa, Mastercard or debit card.
Phone: 1300 721 138
Ref: 00014801
or
By Post Billpay: 13 18 16
Billpay Code: 0760
Ref: 00014801



Centrepay

Deducted from your Centrelink payments.
Learn more: centrelink.gov.au
CRN: 555014543H
Ref: 00014801



Direct Debit

By application to Council only, for more information please visit:
frankston.vic.gov.au



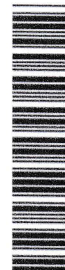
Mail

Attach cheque or money order to the remittance slip on the back of this notice and post to:
Frankston City Council
PO Box 490
Frankston 3199
Receipts not issued for mail payments



In Person

By cash, cheque, money order, EFTPOS or Credit Card (Visa or Mastercard).
Present this notice with payment at any Frankston Council Customer Service Centre.
Find your nearest location: refer to page 4 or visit frankston.vic.gov.au





FINANCIAL UPDATE

E-mail:
aimee@victorianstatewide.com.au

Statement for property:
UNIT 4 LOT 4 73 BEACH STREET
FRANKSTON 3199
4 RP 8541



BSB: **033-874** Account Number: **140072760**
Account Name: **South East Water Corporation**



BPAY®
Billers Code: 265504 Ref: 140072760

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51D//10139/139		18 SEPTEMBER 2026	51997029

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2026 to 30/09/2026	\$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	\$32.64

(b) By South East Water

Water Service Charge	01/07/2026 to 30/09/2026	\$19.49
Sewerage Service Charge	01/07/2026 to 30/09/2026	\$109.87
Subtotal Service Charges		\$185.06
Payments		\$185.06
TOTAL UNPAID BALANCE		\$0.00

- The meter at the property was last read on 21/07/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:
- 'Notice of Acquisitions and Dispositions' can be emailed to noticeofsales@sew.com.au

2. Disclaimer

South East Water has prepared the information in this update to the Information Statement previously supplied with due care and diligence.

The update is for the purposes of providing current financial information for the property identified at the top of this document at the time this request was made.

Victorian Statewide Conveyancing Pty
Ltd
E-mail:
JANETTE@victorianstatewide.com.au

Statement for property:
UNIT 4 LOT 4 73 BEACH STREET
FRANKSTON 3199
4 RP 8541

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51D//10139/139		24 APRIL 2026	51997029

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	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$31.25

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

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

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 10.8 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

The Lee Street / Sandgate Avenue Drainage Scheme pipeline (1206) is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

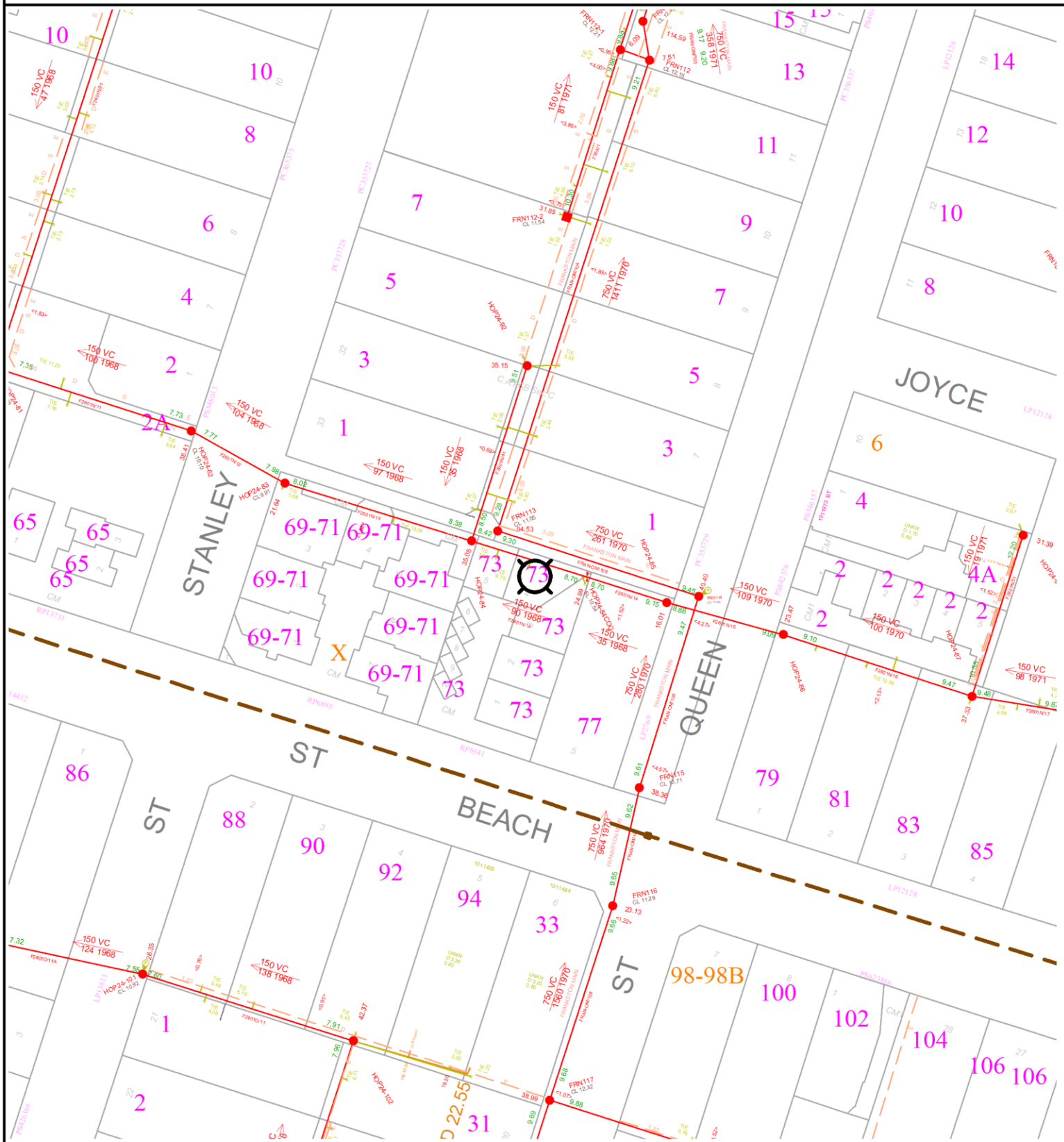
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

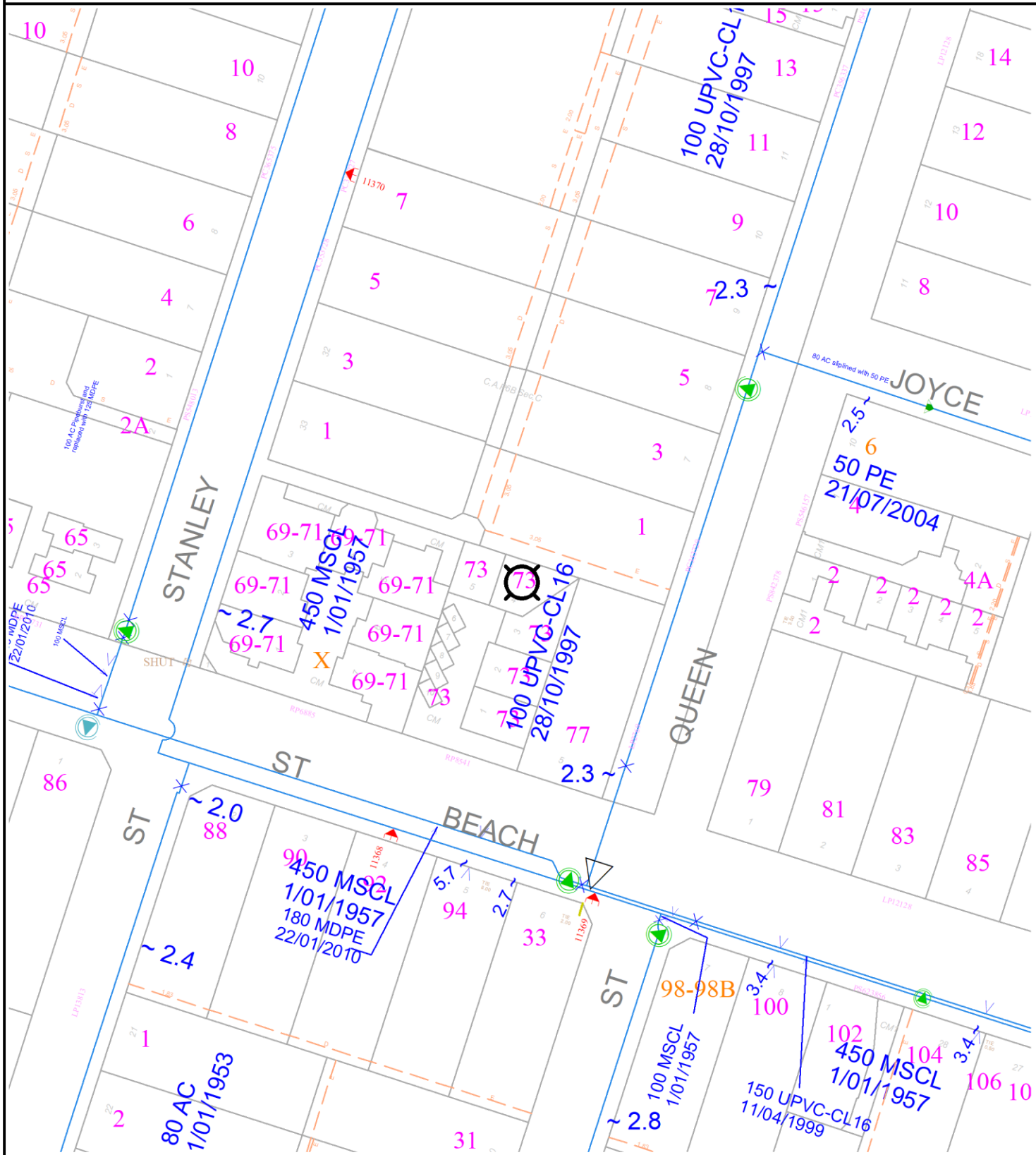
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

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

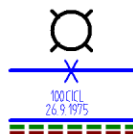
Melbourne Water Assets		
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.



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

LEGEND

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



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

- Hydrant
- Fireplug/Washout
- ~ 1.0 Offset from Boundary



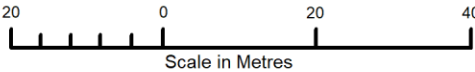
ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

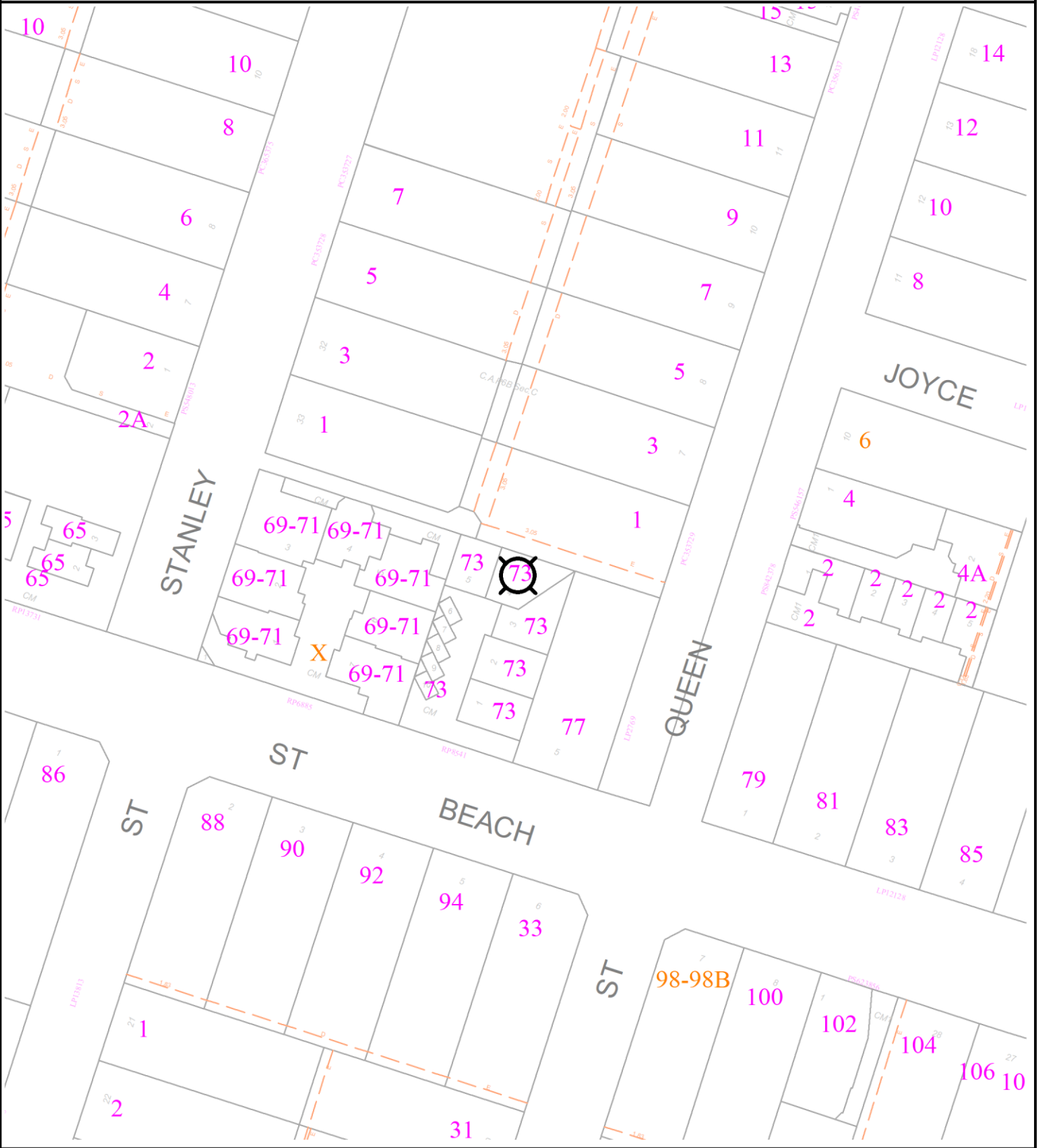
Property: Lot 4 UNIT 4 73 BEACH STREET FRANKSTON 3199



Case Number: 51997029



Date: 24APRIL2026



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

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

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 – Section 151 and Owners Corporations Regulations 2007 – Regulation 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.

Reference No. JV:20260946

This Certificate is issued for: Lot 4 & Lot 7

Plan No. 8541 and 8541

Property located at: Unit 4 and Accessory Unit 7, 73-75 Beach Street, Frankston VIC

IMPORTANT

The information in this certificate is issued on 7 May 2026

1.	The current annual fees for the lot for each <i>Approximately \$662.09 for insurance only. other estimated common area costs: Mowing of common area lawn/nature strip/maintenance of common area gardens in front of units estimated \$120.00 per month Common area electricity estimated \$35.00 per month Common area water estimated \$10.00 per month Total Estimate \$396.00 of maintenance per unit (per annum).</i>
2.	The date to which the fees for the lot have been paid up to is: <i>The fees are paid up until 17 December 2026 for Insurance only. The costs relating to the common area is payable when incurred.</i>
3.	The total of any unpaid fees or charges for the lot are: <i>NIL</i>
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: <i>NIL</i>
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees and special fees are: <i>NIL</i>
6.	Insurance details: <i>(a) The name of the company: Zurich Australia Insurance Limited (b) The policy number: ZHHR-04367-HHH (c) The kind of policy: REFER TO ATTACHMENT (d) The buildings covered: REFER TO ATTACHMENT (e) The building amount: REFER TO ATTACHMENT (f) The public liability amount: REFER TO ATTACHMENT (g) The renewal date: 17 December 2026 (h) Premium paid up until: 17 December 2026</i>

7.	Has the owners corporation resolved that the members may arrange their own insurance under Section 63 of the Act? If so, then provide the date of that resolution:
	<i>NO</i>
8.	The total funds held by the owners corporation as at 7 May 2026 are:
	<i>NIL</i>
9.	Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:
	<i>NIL</i>
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide the details:
	<i>N/A</i>
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide the details:
	<i>Wiggies Home Services engaged to complete the Mowing & Garden maintenance Momentum Energy is the utility service for the electricity to the common area South East Water (ref No: 51D//10139/323)- charged usage on common area only watering garden in the common area. These above services incur when required and paid when due. These services will continue and will pass to the lot owners.</i>
12.	Are there any notices or orders served on the owners corporation in the last twelve months that have not been satisfied? If so, then provide the details:
	<i>There are no notices or orders as at 7 May 2026.</i>
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that they are likely to give rise to proceedings? If so, then provide the details:
	<i>The lot owners are not aware of any legal proceedings as at 7 May 2026</i>
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide the details:
	<i>No such resolution has been made. No manager has been appointed</i>
15.	Has an administrator been appointed for the owners corporation, or has there been a proposal for an appointment for an administrator? If so, provide the details:
	<i>No such proposal has been made. No administrator has been appointed</i>
16.	Documents required to be attached to the owners corporation certificates are:
	<i>1. A copy of the rules registered at Land Victoria. <u>There are no rules registered at Land Victoria.</u></i> <i>2. A copy of all resolutions made at the last annual general meeting. <u>Owners Corporation inactive, previously resolution made that no annual general meetings will be held.</u></i> <i>3. A copy of Form 2 of the Owners Corporation Regulations 2007 entitled "Statement of Advice and information for Prospective Purchasers and Lot Owners" <u>Attached.</u></i>

**THE COMMON SEAL of OWNERS
CORPORATION NO.**

Affix Common Seal here

was affixed in accordance with section 20 of the
Owners Corporations Act 2006 and in the
presence of:

Signature of Lot Owner: *Lynette Joy Massey*

Print Name: Lynette Joy Massey

Signature of Lot Owner: *Ian Walter Reilly*

Print Name: Ian Walter Reilly

Signature of Lot Owner: *Jennifer Reilly*

Print Name: Jennifer Reilly

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

Under Owners Corporations Regulations 2007 – 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 is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION
OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS
CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**



RentCover[®] Certificate of Currency

This is to certify that the undermentioned contracts of insurance are current at the time of issue. Subject to the limitations, exclusions, definitions and conditions of the policy wording or product disclosure statement applying to each contract of insurance.

Date and time of issue: 4/05/2026 11:32 AM

Policy number: ZHHR-04367-HHH

Type of policy: HOUSEHOLDERS RENTAL (HHBC)

Name of insured: Lynette Joy Massey, Ian Walter Reilly & Jennifer Reilly

Situation: 73-75 Beach Street FRANKSTON VIC 3199

Interest insured: Tenanted Dwelling

Building sum insured: \$ 875,000

Damage & legal liability in accordance with policy wordings:

☒ Yes ☐ No

Interested party: Nil Noted

Period of insurance: 17 December 2025 – 17 December 2026

Premium paid: ☒ Yes ☐ No

Elkington Bishop Molineaux Insurance Brokers Pty Ltd (EBM) (ABN 31 009 179 640, AFSLN 246986) holds a binding authority from Zurich Australian Insurance Limited (Zurich) (ABN 13 000 296 640, AFSLN 232507) which allows EBM to arrange, enter into and distribute insurance on behalf of Zurich and to deal with or settle claims on their behalf. EBM acts under its own AFSL when providing these services. Any recommendation made about this insurance is general advice only and does not take account of your objectives, financial situation and needs. Before purchasing insurance, read the Product Disclosure Statement, Financial Services Guide and Target Market Determination available on our website (RentCover.com.au) or by contacting 1800 661 662, and use the information to decide whether to buy or hold the insurance.

L Massey, I Reilly & J Reilly
10 Quinton Court
MOUNT ELIZA VIC 3930

TAX INVOICE I5435566

Invoice Date : 17.12.2025
Client Number : EBM RCP 1A176
Invoice Ref : I5435566 **Cover No** : 1761345/000
Class : Householders Rental
Placement with/by : Zurich Australia Insurance Limited
Period : 17.12.2025 to 17.12.2026
Agent Name : OBrien Real Estate Chelsea

Premium 2,711.69
Stamp Duty 298.29
Admin Fee 25.00
SubTotal Excl. GST 3,034.98
GST Total 273.67

Total Amount \$ 3,308.65

TRANSACTION DESCRIPTION

** NEW COVER **

INSURED

L Massey, I Reilly & J Reilly

PROPERTY INSURED

73-75 Beach Street FRANKSTON

PAYMENT OPTIONS (our credit terms are 30 days)

Client Number : EBM RCP 1A176 **Client Name** : L Massey, I Reilly & J Reilly
Invoice No : I5435566 **Cover No** : 1761345/000 **Brief Description**: 73-75 Beach Street FRANKSTON
Agent Name : OBrien Real Estate Chelsea **Agent Code** : OB45/OB45



Billers Code: 20362
Reference: 4027 4330 1657 59389

Total Amount \$ 3,308.65

Cheque or Money Order : Payable to EBM Insurance Brokers (please return with this remittance slip)



*498 402743 30165759389

COVER SUMMARY

CLIENT	PLACEMENT WITH/BY	04.05.26
Lynette Joy, Ian Walter & Jennifer L Massey, I Reilly & J Reilly 10 Quinton Court MOUNT ELIZA VIC 3930	Zurich Australia Insurance Limited PO Box 677 NORTH SYDNEY NSW 2059	

CLASS OF RISK	PERIOD OF INSURANCE
Householders Rental	From: 17th December 2025 To : 17th December 2026 at 4.00pm Local Time
Policy No : ZHHR-04367-HHH	Our Ref : EBM RCP 1A176 1761345/000

COVER SUMMARY

This summary is not a policy document and is only an outline of the cover. The terms conditions and limitations of the Insurer's policy shall prevail at all times.

INSURED : L Massey, I Reilly & J Reilly

SITUATION : 73-75 Beach Street FRANKSTON

POSTCODE : 3199

DWELLINGS : 1

CONSTRUCTION: Brick

YEAR BUILT : 1975

MORTGAGEE : Nil Noted

POLICY DETAILS

For full details of cover, please refer to the PDS and Policy Wording

Section 1 : Cover is inoperative - Available under Rentcover option and 6

Section 2 : Cover for your Premises - Insured Events

Sum Insured: \$ 875,000

Section 3 : Cover for your contents - Insured Events

Sum Insured: \$ 70,000

Accidental and Malicious Damage by Tenant to Non-Fixed Contents Not Insured

COVER SUMMARY

Page No. 2

L Massey, I Reilly & J Reilly
(EBM RCP 1A176 1761345/000)

Section 4 : Cover for Rent and Legal Expenses

Sum Insured
Up to \$1,500 per week Loss of Rent

Section 5 : Cover for your Legal Liability - Property Owners

Limit of Liability
\$30,000,000 any one occurrence plus approved legal costs

Excesses	: Sections 1 and 6	Inoperative
	Sections 2 and 3	
	Earthquake or Tsunami	\$500 per event
	Cyclone	\$500 per event
	All other claims	\$500 per event
	Sections 4 and 5	Nil

Special Notice : Please note that we have placed, renewed or varied this policy of insurance under an authority given to us by the Insurers and will therefore be effecting the contract as agents of the Insurers and not as your agent.

Bushfire Notice : There will be no cover provided under this policy in respect to any loss or damage arising out of or in connection with bush fires for a period of 72 hours from:

- the commencement date of this insurance (if a new policy); or
- the date any additional covers or increases in sums insured or loss limits added by endorsements.

Policy Wording : AJAN-022193-2024

INSURER	POLICY NUMBER	PROPORTION
Zurich Australia Insurance Limited NORTH SYDNEY NSW 2059	ZHHR-04367-HHH	100.0000%

GENERAL ADVICE NOTICE

CLIENT		PLACEMENT WITH/BY	04.05.26
Lynette Joy, Ian Walter & Jennifer L Massey, I Reilly & J Reilly 10 Quinton Court MOUNT ELIZA VIC 3930		Zurich Australia Insurance Limited PO Box 677 NORTH SYDNEY NSW 2059	
Your account is managed by: UNIT22 Victoria			
CLASS OF RISK		PERIOD OF INSURANCE	
Householders Rental		From: 17th December 2025 To : 17th December 2026 at 4.00pm Local Time	
Policy No : ZHHR-04367-HHH		Our Ref : EBM RCP 1A176 1761345/000/01	
GENERAL ADVICE NOTICE			

In respect to this transaction, we have provided general advice only and not personal advice. In giving this advice we have not taken into account your personal circumstances, objectives, financial situation or needs.

Please read the policy documentation, including any Product Disclosure Statement to ensure the policy satisfies your requirements.

If you have any queries or require a copy of the Product Disclosure Statement or our Financial Services Guide, please contact your EBM Account Manager or Representative.

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 other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

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

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*.

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot 4 RP8541

Lot 7 RP8541

LOCAL GOVERNMENT (COUNCIL)

Frankston

LEGAL DESCRIPTION

4\RP8541

7\RP8541

COUNCIL PROPERTY NUMBER

223957

LAND SIZE

121m² Approx

ORIENTATION

Unavailable

FRONTAGE

Unavailable

ZONES

RGZ - Residential Growth Zone - Schedule 1

OVERLAYS

DDO - Design And Development Overlay - Schedule 11

PO - Parking Overlay - Precinct 1

SBO - Special Building Overlay

SCO - Specific Controls Overlay - Ps Map Ref Sco3

State Electorates

LEGISLATIVE COUNCIL

South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Frankston District

Schools

CLOSEST PRIVATE SCHOOLS

St Francis Xavier School (882 m)

John Paul College (961 m)

SEDA College (Victoria) - Frankston Park Function Centre (1179 m)

CLOSEST PRIMARY SCHOOLS

Frankston Primary School (917 m)

CLOSEST SECONDARY SCHOOLS

Oakwood School-Career Pathway Centre (831 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 79 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 82 Homes

Council Information - Frankston

PHONE

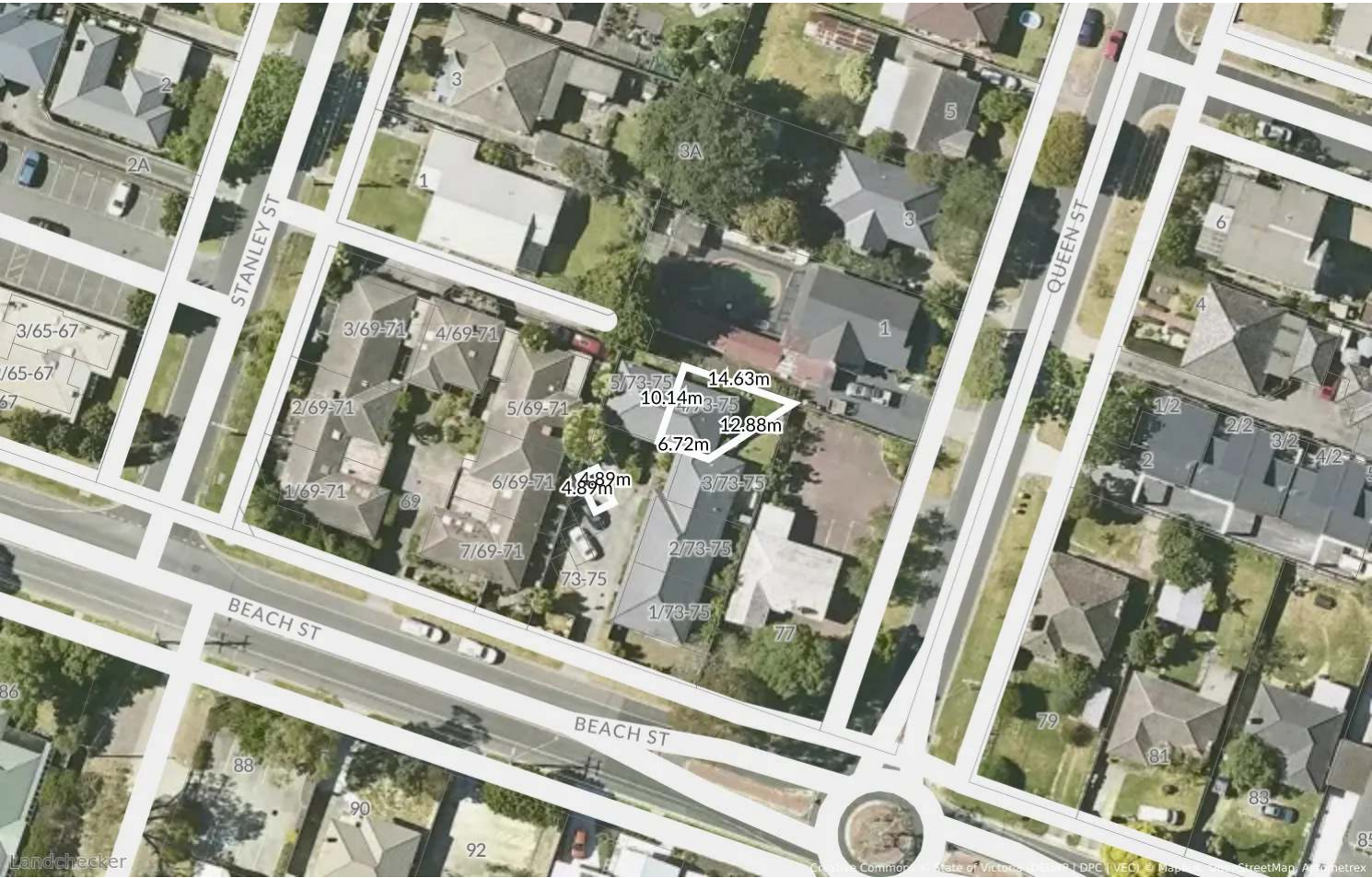
1300 322 322 (Frankston)

EMAIL

correspondence@frankston.vic.gov.au

WEBSITE

<http://www.frankston.vic.gov.au/>



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

4/73-75 Beach Street, Frankston Vic 3199

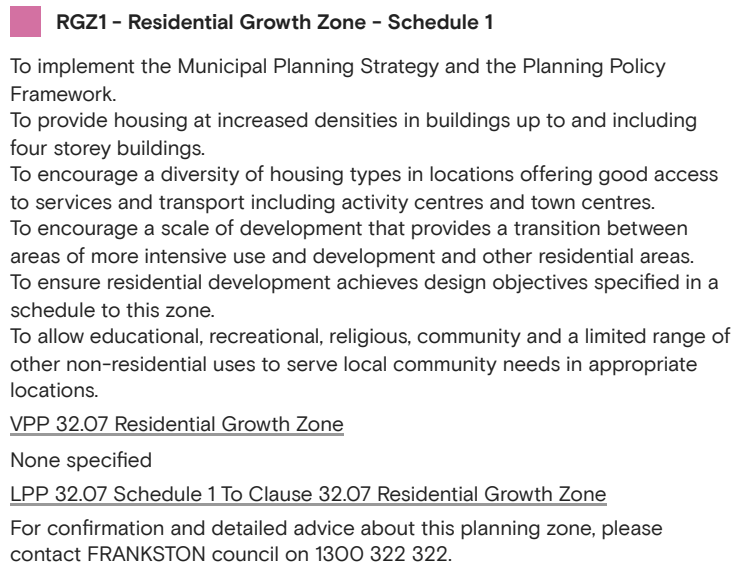
Status	Code	Date	Description
APPROVED	VC307	19/04/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation. Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC308	16/04/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	VC265	03/04/2026	Amendment VC265 makes corrections and updates to the Victoria Planning Provisions and all planning schemes to ensure they are current and accurate.
APPROVED	C156fran	01/04/2026	The amendment implements the Biodiversity Action Plan 2021-2036, Urban Forest Action Plan 2020-2040, Integrated Water Action Plan 2016-2026 and Climate Change Strategy 2023-2030 by updating the Municipal Planning Strategy, Planning Policy Framework and Schedule to Clause 72.08 (Background documents).
APPROVED	GC267	01/04/2026	The amendment updates the Alpine, Ararat, Frankston, Moyne and Warrnambool planning schemes by amending the Bushfire Management Overlay (BMO) to ensure it remains relevant, accurate and commensurate with the bushfire hazard.
APPROVED	VC277	01/04/2026	Amendment VC277 amends car parking requirements to align car parking rates with demand and reduce the number of car parks required in locations well-served by public transport.
APPROVED	C165fran	01/04/2026	The amendment corrects various technical errors in the Frankston Planning Scheme.
APPROVED	VC304	22/03/2026	Extends the expiry date of the Dependent Persons Unit temporary provisions
APPROVED	VC300	19/03/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	VC301	18/03/2026	Amendment VC301 corrects Clause 52.37 table of permit exemptions to ensure public authorities and municipal councils do not require a permit to remove, destroy or lop a canopy tree to construct or maintain the transport system.

Status	Code	Date	Description
APPROVED	VC298	18/03/2026	Amendment VC298 updates Clause 52.03 to reflect the Level Crossing Removal Project's (LXRP) name change to Victorian Infrastructure Delivery Authority (VIDA) Rail and expand the clause's application to projects carried out by or on behalf of VIDA Rail. The amendment also updates reference to the Guidelines for removal, destruction or lopping of native vegetation (DEECA, 2025).
APPROVED	VC297	06/03/2026	Amendment VC297 creates an efficient approvals pathway for permits to facilitate the assessment of minor projects to support the delivery of the broader Suburban Rail Loop Authority transport program, including Suburban Rail Loop East.
APPROVED	VC295	04/03/2026	The amendment changes the VPP and all planning schemes to align the provisions with the new name for Major Road Projects Victoria (MRPV) to VIDA Roads.
APPROVED	C148fran	26/02/2026	The amendment implements the land use and development directions of the Frankston City Industrial Strategy (Charter Keck Cramer and Tract, 2025) and Frankston City Industrial Design Guidelines (Tract, 2025).
APPROVED	GC269	23/02/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	VC291	18/02/2026	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	VC245	12/02/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC271	05/02/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC294	04/02/2026	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.
APPROVED	VC296	04/02/2026	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.

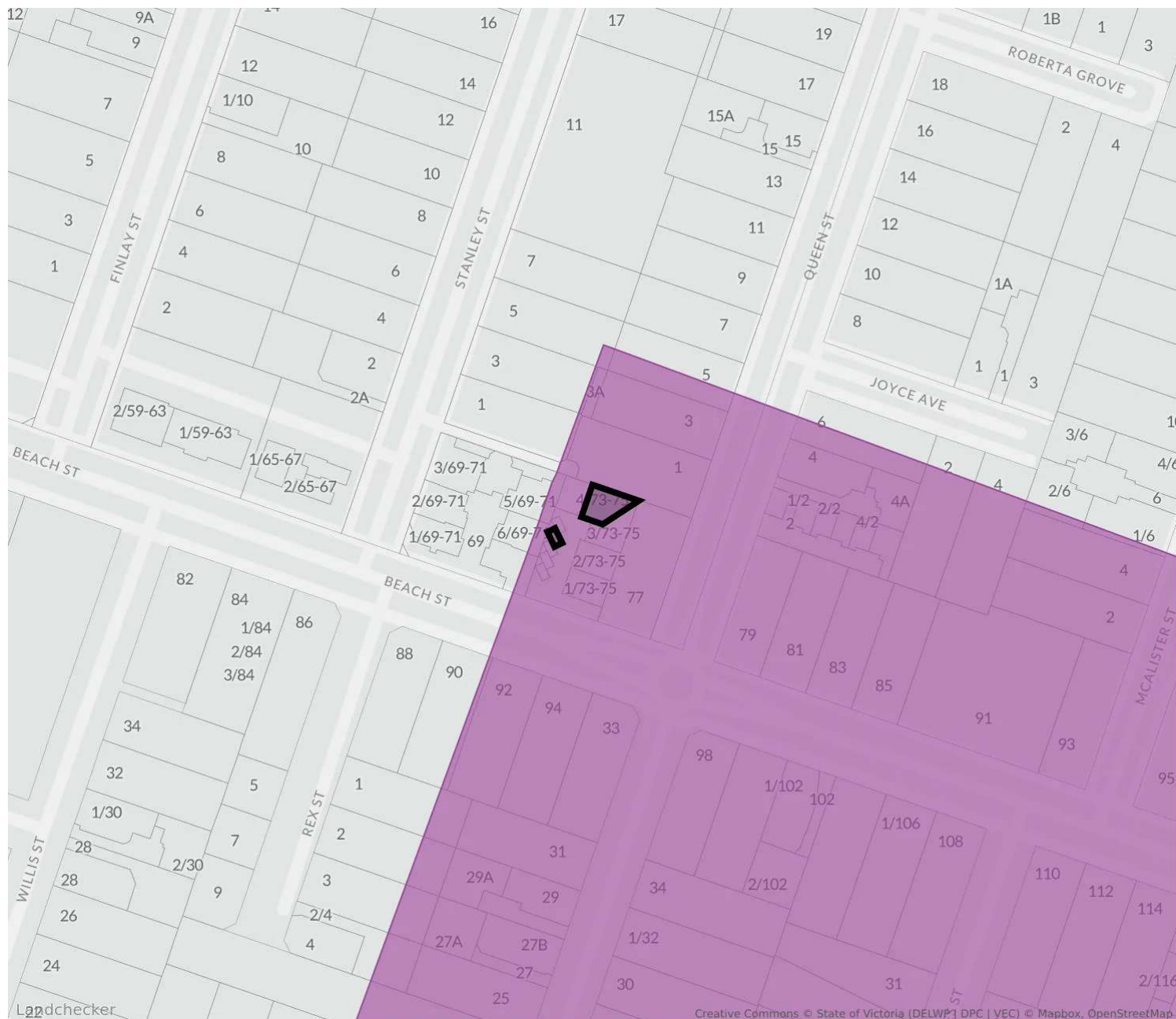
PROPOSED PLANNING SCHEME AMENDMENTS

4/73-75 Beach Street, Frankston Vic 3199

Status	Code	Date	Description
PROPOSED	C167fran	02/03/2026	proposes to correct mapping and text errors in the Frankston Planning Scheme to ensure zones, overlays, and schedules accurately reflect existing land use and conditions. It updates schedules to improve clarity and corrects minor spelling and formatting issues.



 HCTZ - Housing Choice & Transport Zone
 PPRZ - Public Park And Recreation Zone
 RGZ - Residential Growth Zone
 TRZ3 - Transport Zone



DDO11 - Design And Development Overlay - Schedule 11

To implement the Municipal Planning Strategy and the Planning Policy Framework.

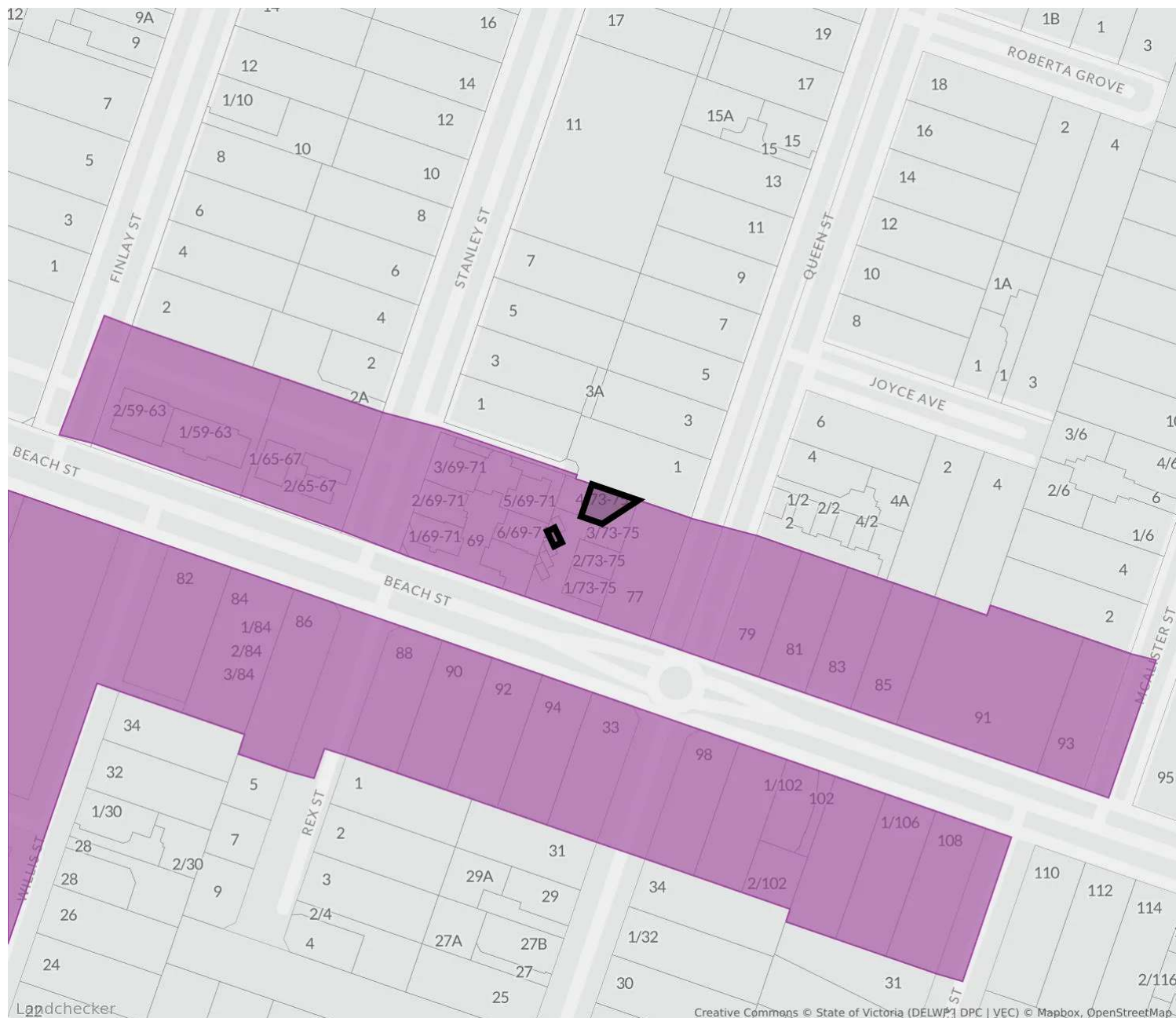
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To ensure that the height of buildings and works do not encroach on the flight path areas associated with the Frankston Hospital helicopter landing site. To ensure that the height of development avoids creating a hazard to aircraft using the Frankston Hospital helicopter landing site.

LPP 43.02 Schedule 11 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact FRANKSTON council on 1300 322 322.



DDO12 - Design And Development Overlay - Schedule 12

To implement the Municipal Planning Strategy and the Planning Policy Framework.

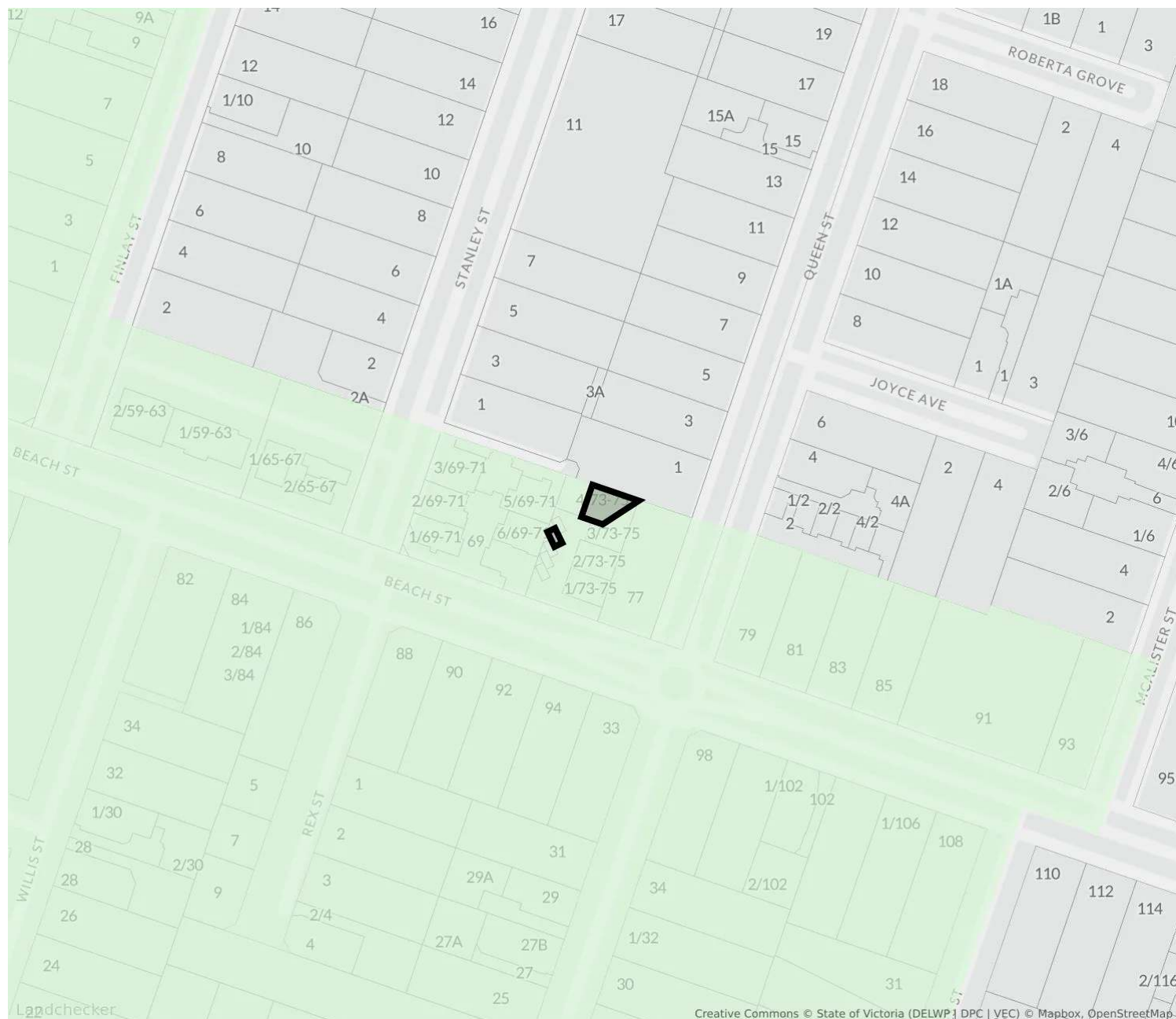
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

Encourage higher density residential development and a variety of dwelling types that integrate successfully with the public realm. Ensure new buildings respect the sharing of amenity for current and future residential development on adjoining sites. Encourage open, landscaped street frontages and activated building interfaces that promote surveillance of adjoining streets. Encourage site responsive, high quality and contemporary design of new dwellings.

LPP 43.02 Schedule 12 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact FRANKSTON council on 1300 322 322.



PO1 - Parking Overlay - Precinct 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To facilitate an appropriate provision of car parking spaces in an area.

To identify areas and uses where local car parking rates apply.

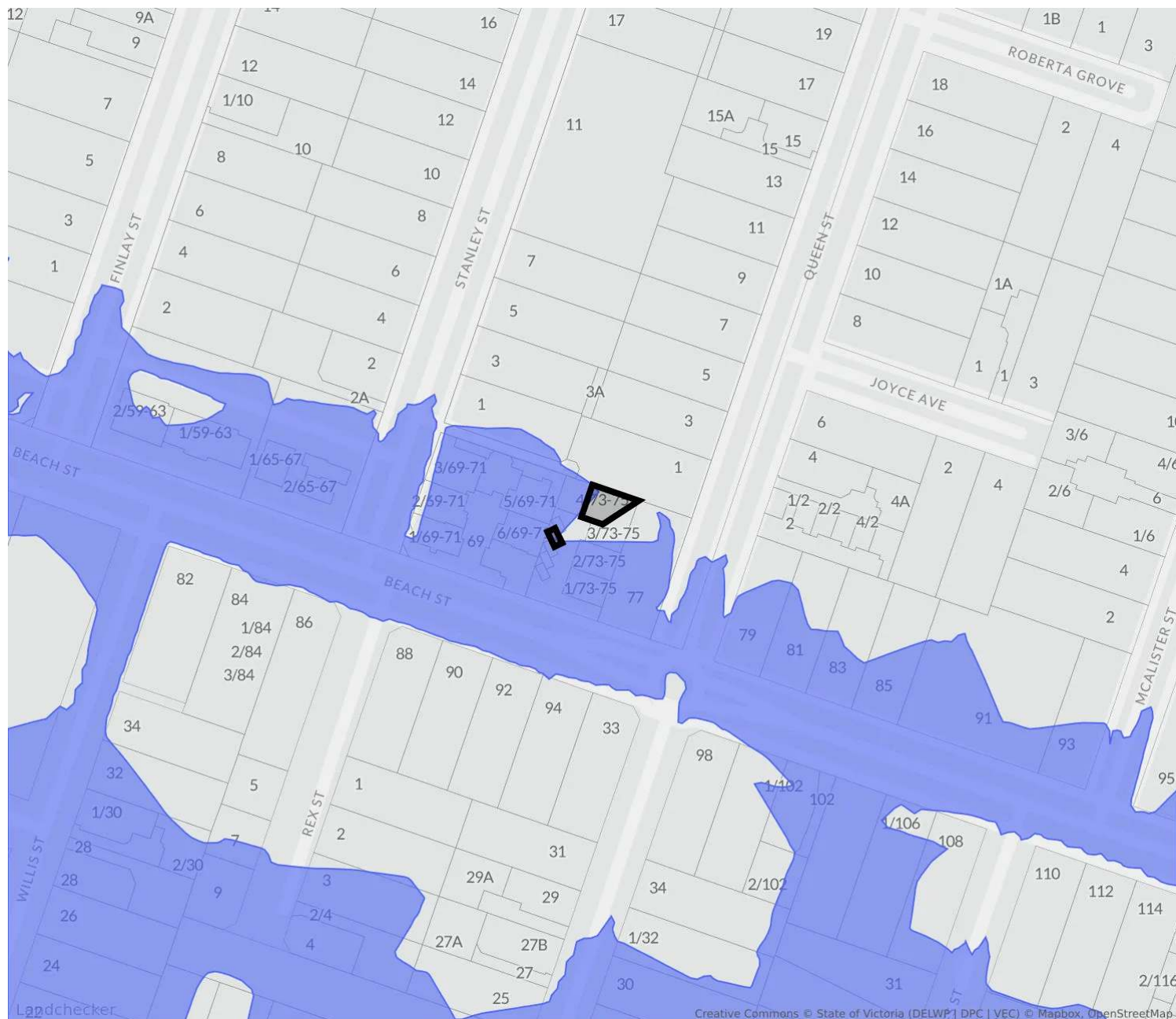
To identify areas where financial contributions are to be made for the provision of shared car parking.

VPP 45.09 Parking Overlay

To improve car parking provision in the Frankston Metropolitan Activity Centre and adjacent areas. To reduce the demand for new car parking provision by maintaining and improving existing car parking within the centre. To consolidate car parking into large, well located, easily accessible and locatable facilities where possible. To provide for the collection of financial contributions towards the construction of shared car parking facilities.

LPP 45.09 Schedule 1 To Clause 45.09 Parking Overlay

For confirmation and detailed advice about this planning overlay, please contact FRANKSTON council on 1300 322 322.



SBO - Special Building Overlay

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify land in urban areas liable to inundation by overland flows from the urban drainage system as determined by, or in consultation with, the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, is compatible with the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

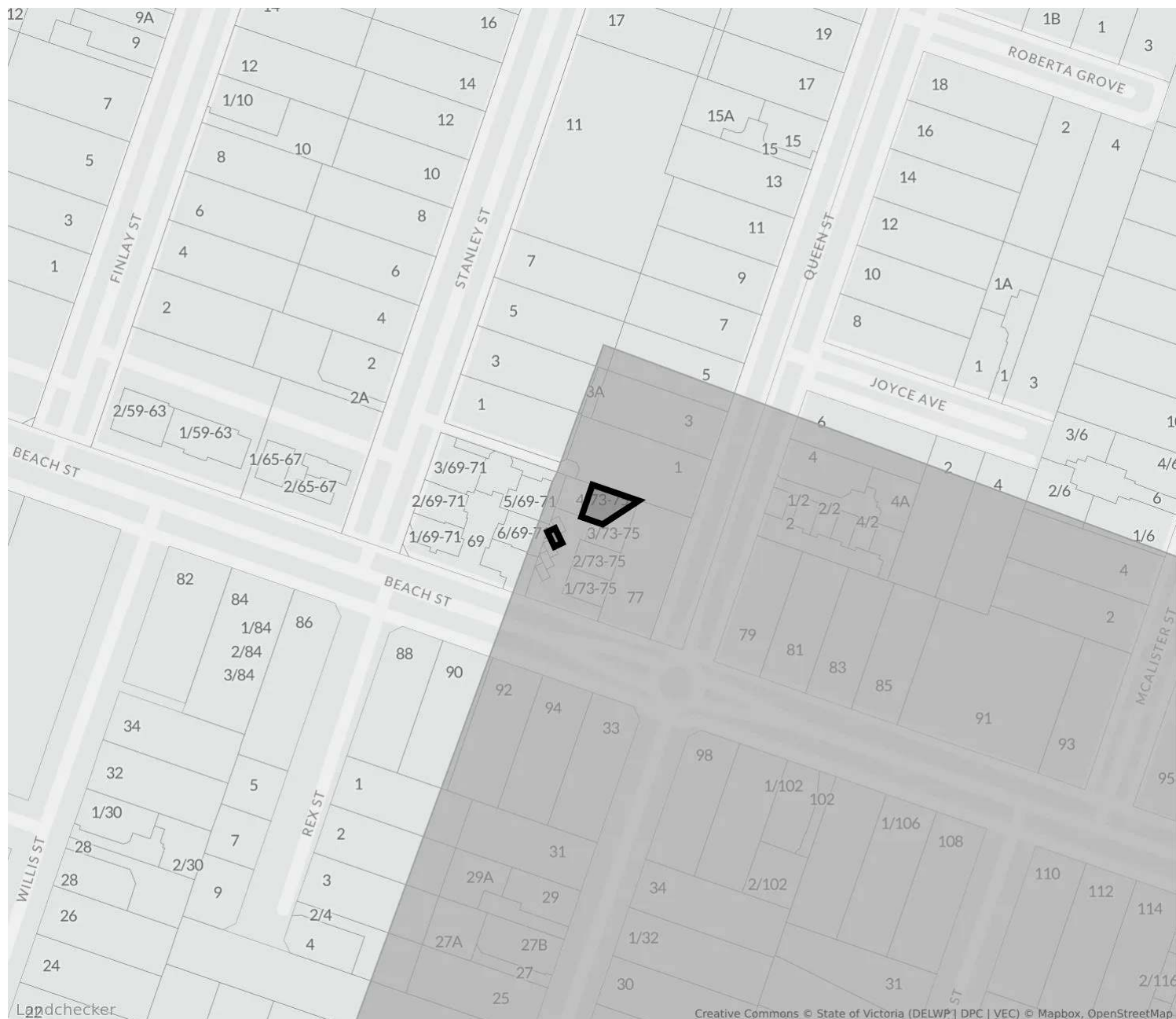
To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

VPP 44.05 Special Building Overlay

None specified.

LPP 44.05 Schedule To Clause 44.05 Special Building Overlay

For confirmation and detailed advice about this planning overlay, please contact FRANKSTON council on 1300 322 322.



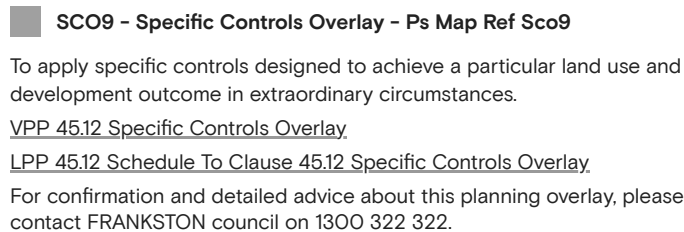
SCO3 - Specific Controls Overlay - Ps Map Ref Sco3

To apply specific controls designed to achieve a particular land use and development outcome in extraordinary circumstances.

[VPP 45.12 Specific Controls Overlay](#)

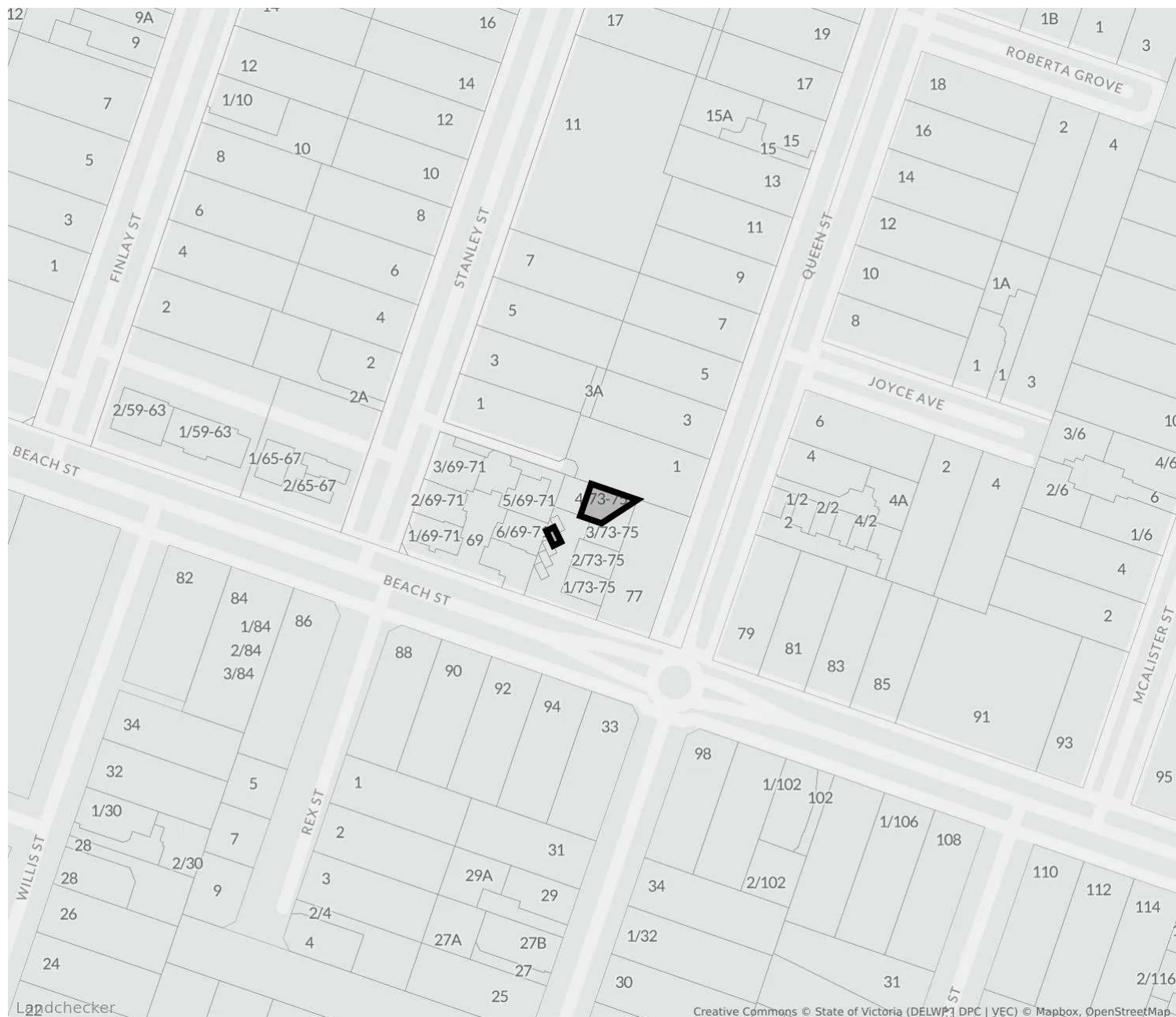
[LPP 45.12 Schedule To Clause 45.12 Specific Controls Overlay](#)

For confirmation and detailed advice about this planning overlay, please contact FRANKSTON council on 1300 322 322.

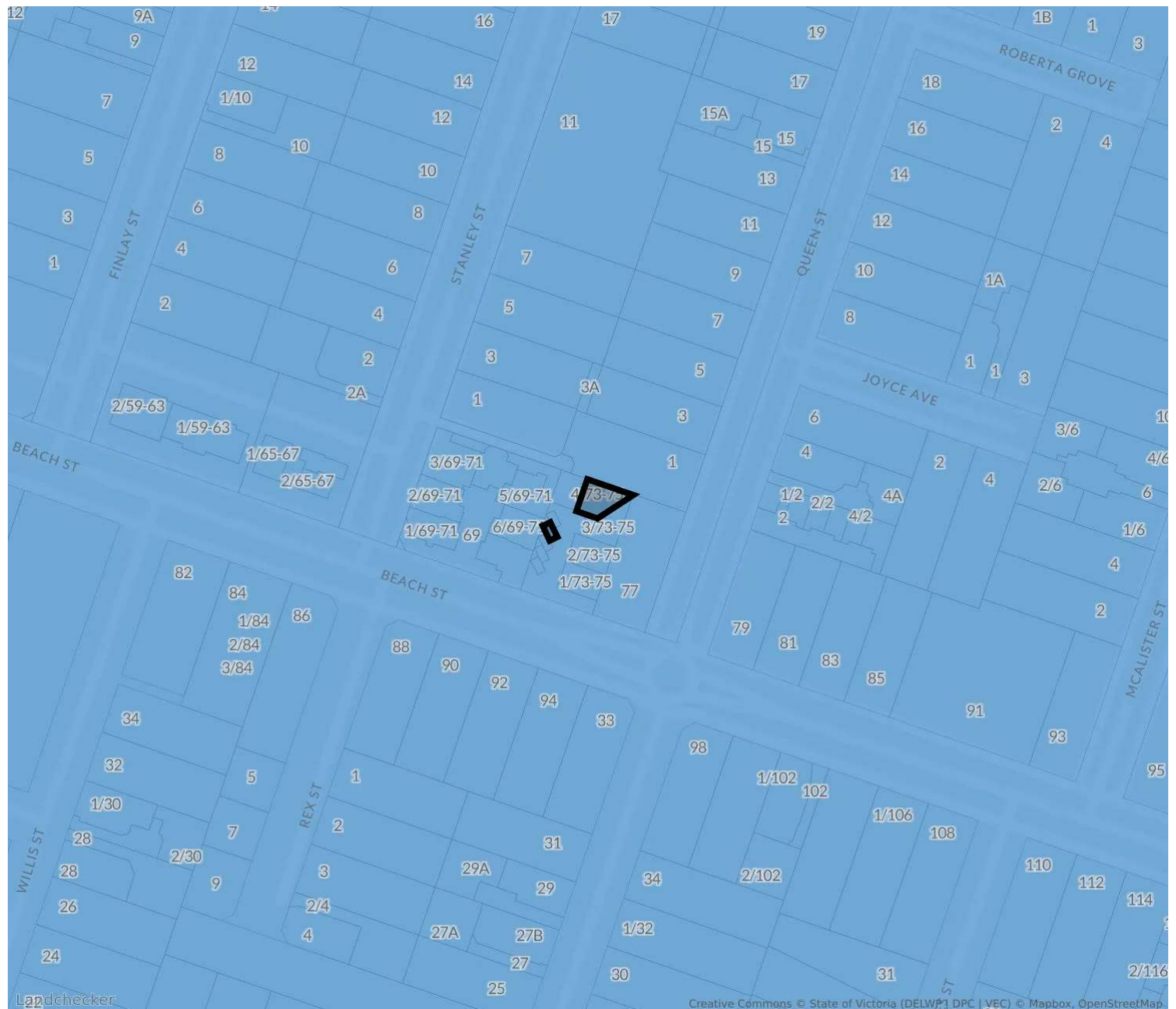


NEARBY OVERLAYS

4/73-75 Beach Street, Frankston Vic 3199



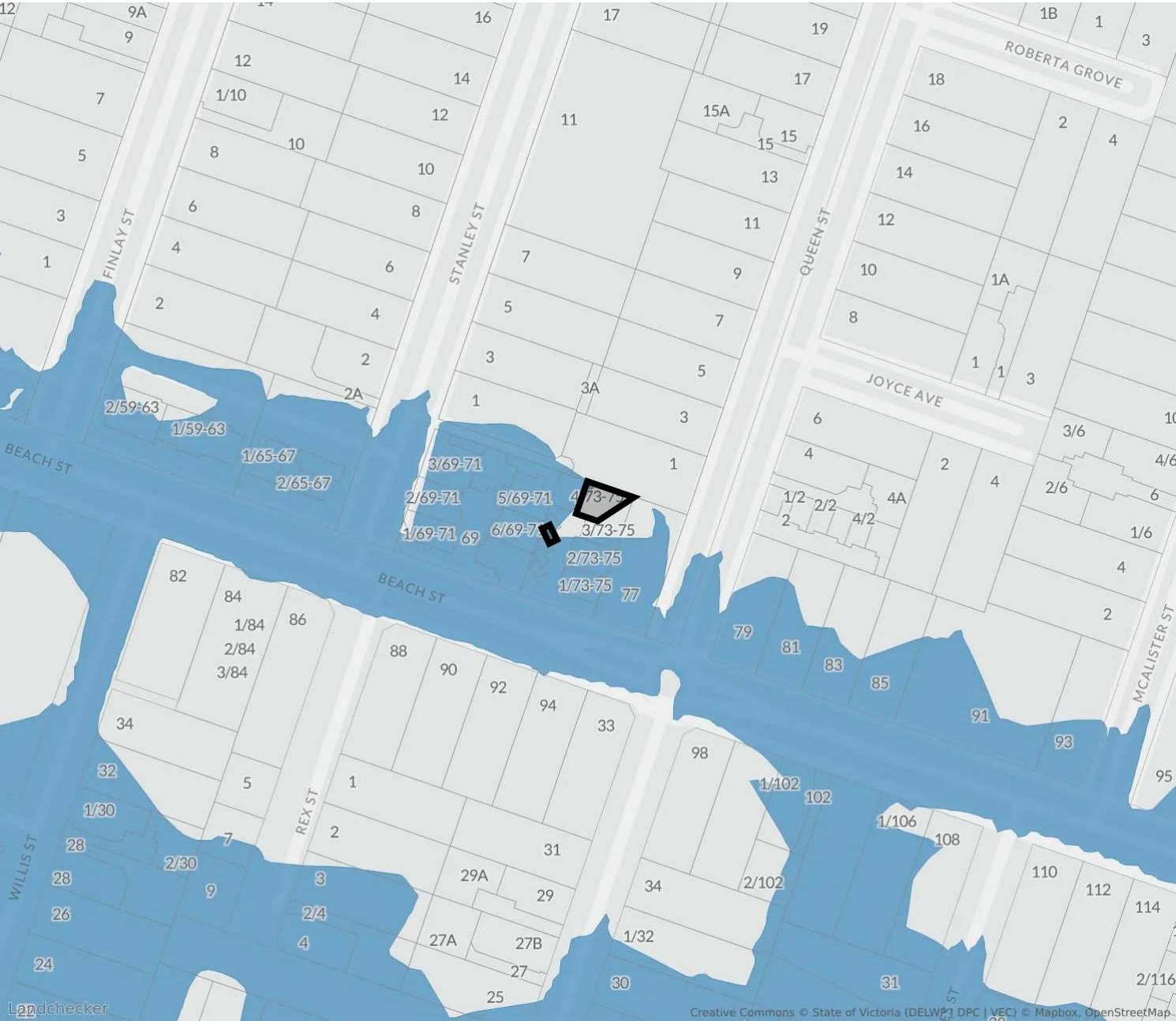
There are no overlays in the vicinity



Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact FRANKSTON council on 1300 322 322.

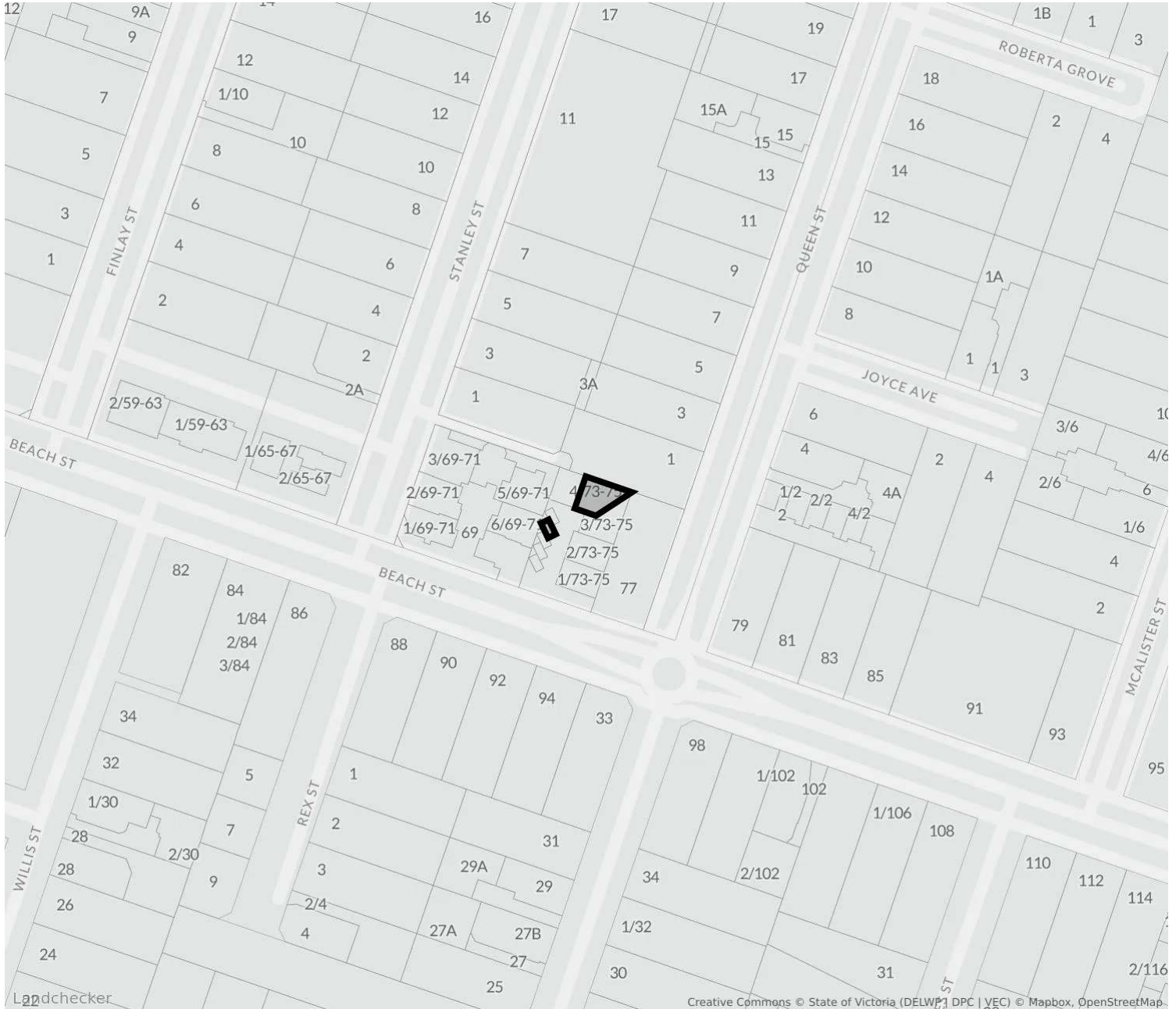


Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning SBO	Affected	State	23/02/2026
Department of Environment, Land, Water and Planning FO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	23/02/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	23/02/2026

BUSHFIRE PRONE AREA

4/73-75 Beach Street, Frankston Vic 3199



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

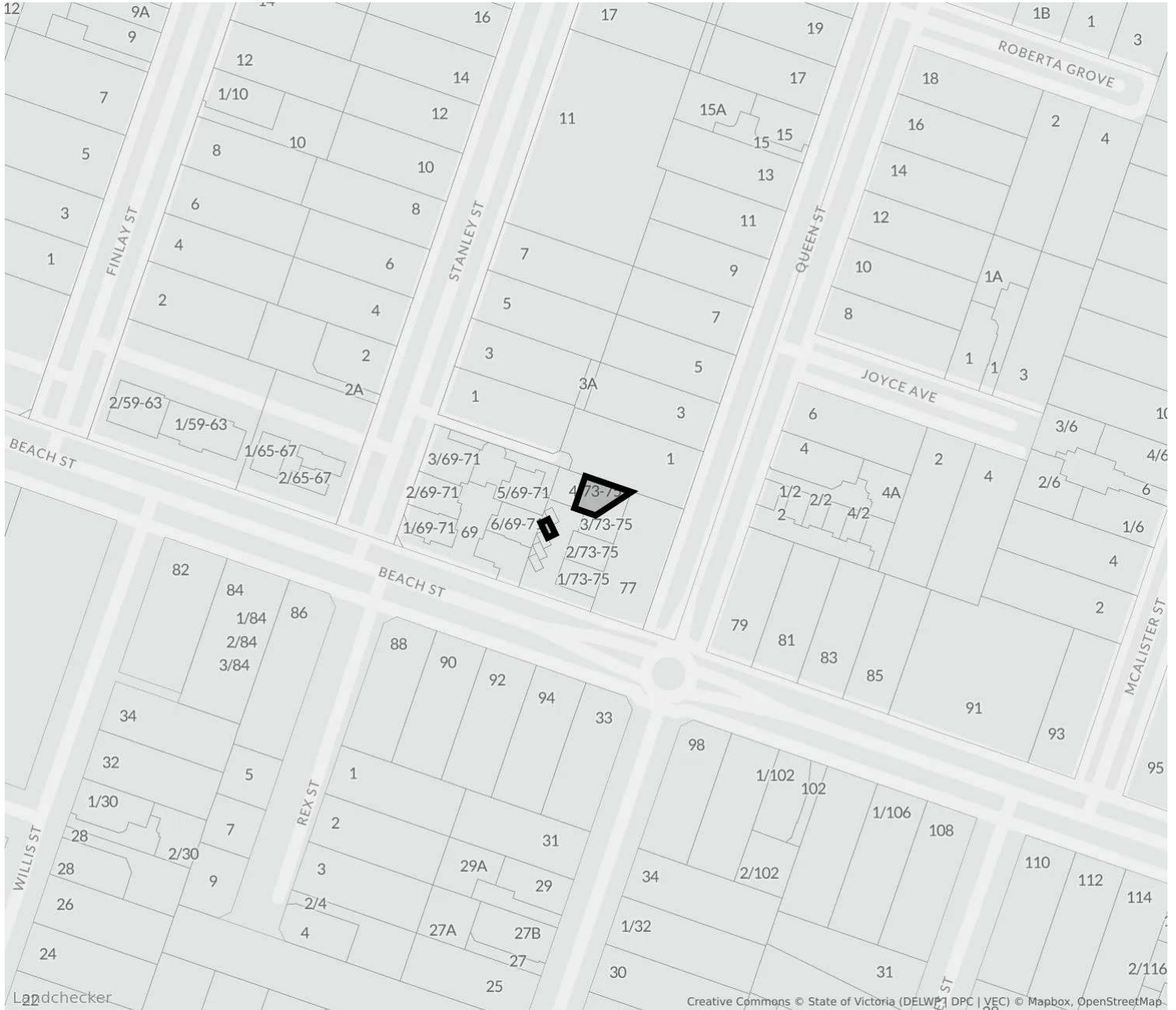
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	09/03/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Unaffected	State	09/03/2026

LANDSLIDE

4/73-75 Beach Street, Frankston Vic 3199



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.

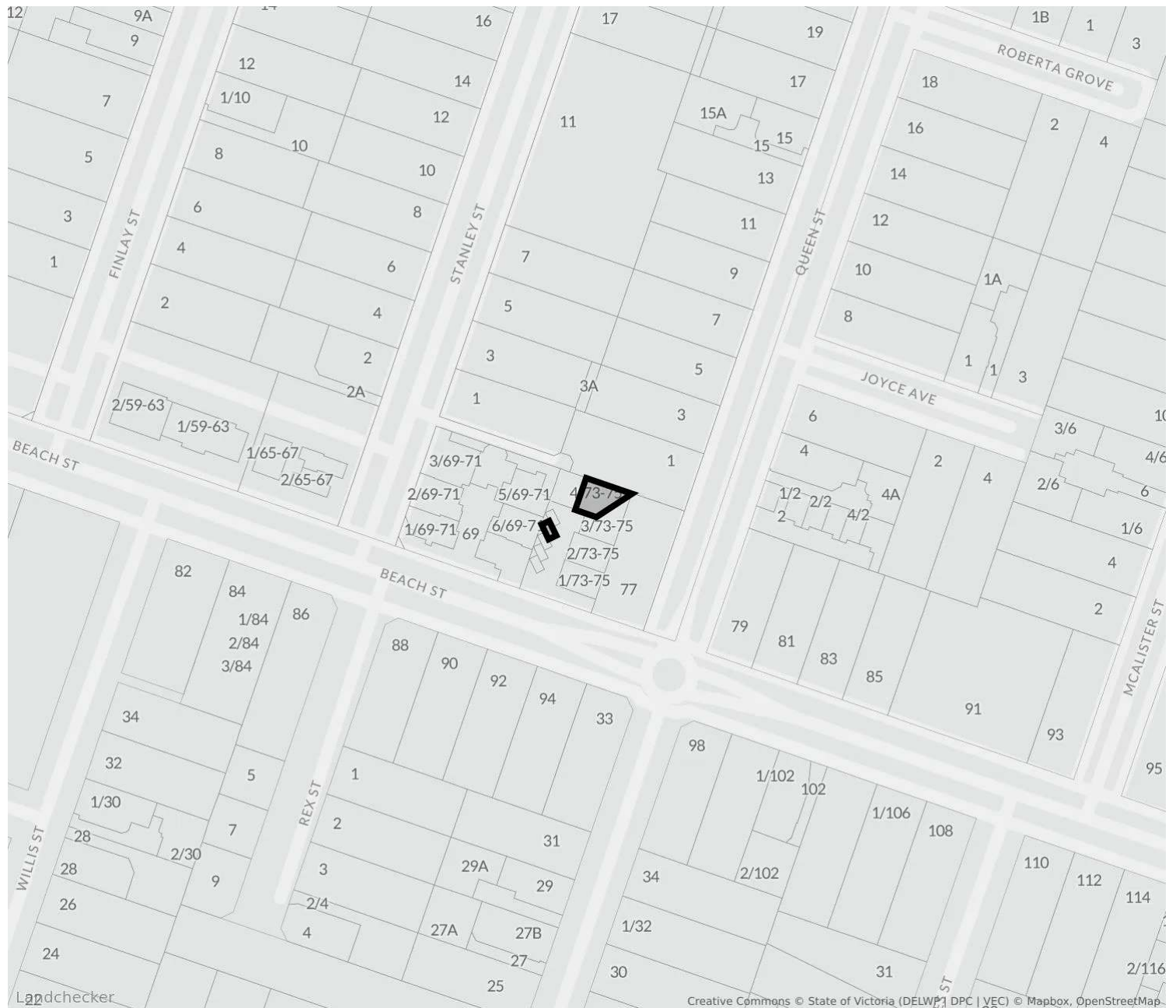
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	09/03/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	09/03/2026

PLANNING PERMIT HISTORY

4/73-75 Beach Street, Frankston Vic 3199



No planning permit data available for this property.

NEARBY PLANNING PERMITS

4/73-75 Beach Street, Frankston Vic 3199



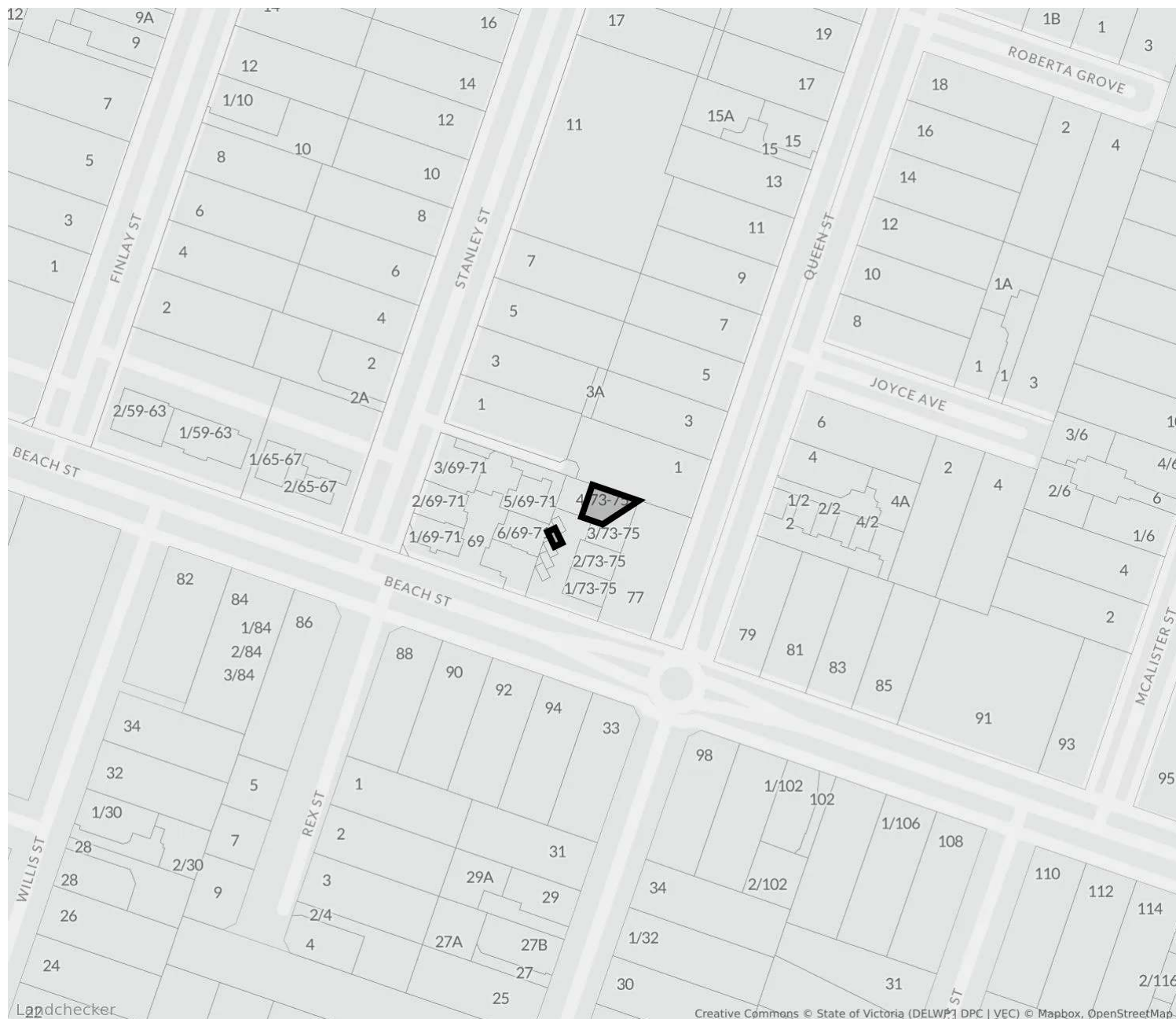
Status	Code	Date	Address	Description
APPROVED	96-2026-PBS-S30	04/02/2026	<u>16 McAlister Street, Frankston</u>	Construction of swimming pool & safety barrier.
APPROVED	24-2026-PBS-S30	13/12/2025	<u>8 Finlay Street, Frankston</u>	Construction of two double storey dwellings with associated garage.
APPROVED	570/2025/P	09/12/2025	<u>108 Beach Street, Frankston</u>	To use the land as a veterinary clinic, to construct or carry out works and to display business identification signage.
APPROVED	749/2025/P	26/11/2025	<u>2 McAlister Street, Frankston</u> <u>2/2 McAlister Street, Frankston</u>	To subdivide the land into two (2) lots.
APPROVED	1115-2025-PBS-S30	12/11/2025	<u>16 Queen Street, Frankston</u>	Garage.
APPROVED	1037-2025-PBS-S30	23/10/2025	<u>8 Finlay Street, Frankston</u>	Demolition of dwelling, bungalow, garage and carport.

Status	Code	Date	Address	Description
APPROVED	950-2025-PBS-S30	01/10/2025	95 Beach Street, Frankston	Demolition of existing dwelling, carport, shed and fence.
APPROVED	475-2025-PBS-S30	22/05/2025	24 Willis Street, Frankston	Demolition of dwelling and granny flat.
APPROVED	436-2025-PBS-S30	11/05/2025	34 Willis Street, Frankston	Construction of alterations & additions to existing professional office suite - to use of the site for a medical centre (psychology clinic).
APPROVED	422-2025-PBS-S30	09/05/2025	9 Stanley Street, Frankston	Demolition of dwelling & garage.
APPROVED	272-2025-PBS-S30	26/03/2025	14 Finlay Street, Frankston	Construction of a 1b shared accommodation building.
APPROVED	978/2024/P	04/03/2025	34 Willis Street, Frankston	To use of the site for a medical centre (psychology clinic), construction of buildings and works and to display business identification signage (clause 52.05-8) in a general residential zone (r1z).
APPROVED	1091-2024-PBS-S30	12/12/2024	14 Finlay Street, Frankston	Demolition of dwelling and garage.
APPROVED	315-2024-PBS-S30	30/04/2024	12 Queen Street, Frankston	Construction of ndis dwelling (1b) and garage (10a).
APPROVED	202-2024-PBS-S30	18/03/2024	12 Queen Street, Frankston	Demolition of an existing dwelling and outbuildings.
APPROVED	1061-2024-PBS-S30	04/10/2023	94 Beach Street, Frankston	Sda dwelling - stage 2.
APPROVED	644-2023-PBS-S30	04/10/2023	94 Beach Street, Frankston	Sda dwelling - residential care building - stage 2 - completion.
APPROVED	504-2023-PBS-S30	28/09/2023	94 Beach Street, Frankston	Residential care building (sda) - completion.
APPROVED	233-2023-PBS-S30	24/07/2023	94 Beach Street, Frankston	Sda dwelling - residential care building - stage 1 - footings/slab & retaining wall.
APPROVED	1060-2024-PBS-S30	21/07/2023	94 Beach Street, Frankston	Sda dwelling- stage 1.
APPROVED	190-2023-PBS-S30	12/07/2023	1a Joyce Avenue, Frankston	Dwelling alterations and additions.
APPROVED	85-2023-PBS-S30	08/06/2023	1/106 Beach Street, Frankston	Additions and alterations to an existing dwelling.
OTHER	459/2022/P/A	02/05/2023	20 Mcalister Street, Frankston	Condition 1 plans - to construct one (1) double storey dwelling to the rear of the existing dwelling (two (2) dwellings on a lot) in a general residential zone (grz).
OTHER	471/2020/P/A	15/12/2021	98 Beach Street, Frankston	Condition 1 - to construct a three (3) storey building containing eight (8) dwellings in a residential growth zone (rgz) and to construct a building and construct and carry out works in a design and development overlay schedule 12 (ddo12).
OTHER	356/2019/P/A	05/03/2021	10 Stanley Street, Frankston	Condition 1 - to construct one (1) double storey dwelling to the rear of the existing dwelling (two (2) dwellings).
APPROVED	170/2021/P	Received 23/04/2021	8 Finlay Street, Frankston	To construct two (2) double storey dwellings on a lot in a general residential zone (grz).
OTHER	170/2021/P/A	Received 12/11/2021	8 Finlay Street, Frankston	Condition 1 - to construct two (2) double storey dwellings on a lot in a general residential zone (grz).
OTHER	170/2021/P/B	Received 06/12/2021	8 Finlay Street, Frankston	Condition 1 - to construct two (2) double storey dwellings on a lot in a general residential zone (grz).

Status	Code	Date	Address	Description
OTHER	170/2021/P/C	Received 01/02/2022	8 Finlay Street, Frankston	Condition 1 - to construct two (2) double storey dwellings on a lot in a general residential zone (grz).
APPROVED	246/2018/P/C	Received 14/09/2020	2 Rex Street, Frankston	Extension of time - to construct two (2) double storey dwellings.
APPROVED	270/2019/P/D	Received 05/07/2021	2 Queen Street, Frankston 2 Queen Street, Frankston	Secondary consent - To construct five (5) double storey dwellings
APPROVED	270/2019/P/E	Received 04/10/2022	2 Queen Street, Frankston	Secondary consent - To construct five (5) double storey dwellings
APPROVED	272/2013/P/E	Received 16/01/2023	1a Joyce Avenue, Frankston	Section 72 amendment - to construct one (1) dwelling on a lot less than 300 square metres amendment: - upper floor extension.
APPROVED	330/2020/P	Received 24/08/2020	24 Willis Street, Frankston	To construct two (2) double storey dwellings on a lot in a general residential zone (grz) and to construct a building and construct and carry out works in a special building overlay (sbo).
OTHER	330/2020/P/A	Received 26/04/2022	24 Willis Street, Frankston	Condition 1 - to construct two (2) double storey dwellings on a lot in a general residential zone (grz) and to construct a building and construct and carry out works in a special building overlay (sbo).
APPROVED	330/2020/P/B	Received 03/04/2023	24 Willis Street, Frankston	Extension of time - to construct two (2) double storey dwellings on a lot in a general residential zone (grz) and to construct a building and construct and carry out works in a special building overlay (sbo).
OTHER	330/2020/P/C	Received 15/05/2023	24 Willis Street, Frankston	Condition 1 resubmission - to construct two (2) double storey dwellings on a lot in a general residential zone (grz) and to construct a building and construct and carry out works in a special building overlay (sbo).
APPROVED	35/2020/VS	Received 31/03/2020	55-57 Beach Street, Frankston	Building and works to existing building associated with a section 2 use in the general residential zone (grz) and within the special building overlay (sbo).
APPROVED	356/2019/P/B	Received 18/10/2021	10 Stanley Street, Frankston	Extension of time - to construct one (1) double storey dwelling to the rear of the existing dwelling (two (2) dwellings).
APPROVED	36/2017/P/A	Received 27/10/2020	5 Queen Street, Frankston	Extension of time - to construct four (4) double storey dwellings.
APPROVED	36/2017/P/B	Received 14/07/2022	5 Queen Street, Frankston	Extension of time - to construct four (4) double storey dwellings.
APPROVED	369/2017/P/B	Received 28/04/2020	79 Beach Street, Frankston	Extension of time - to construct fifteen (15) dwellings and to create or alter access to a road in a road zone category 1.
APPROVED	459/2022/P	Received 06/07/2022	20 Mcalister Street, Frankston	To construct one (1) double storey dwelling to the rear of the existing dwelling (two (2) dwellings on a lot) in a general residential zone (grz).
APPROVED	471/2020/P	Received 11/12/2020	98 Beach Street, Frankston	To construct a three (3) storey building containing eight (8) dwellings in a residential growth zone (rgz) and to construct a building and construct and carry out works in a design and development overlay schedule 12 (ddo12).
APPROVED	555/2023/P	Received 25/07/2023	8 Queen Street, Frankston	To construct three (3) double storey dwellings on a lot in a general residential zone (grz).
APPROVED	648/2016/P/B	Received 30/09/2021	2 Roberta Grove, Frankston	Extension of time - construction of three (3) double storey dwellings.
APPROVED	651/2021/P	Received 22/10/2021	78-80 Beach Street, Frankston 79 Beach Street, Frankston	To construct thirteen (13) dwellings on land in a residential growth zone (rgz), to construct buildings and works in a special building overlay (sbo) and design and

Status	Code	Date	Address	Description
				development overlay schedule 12 (ddo12), for a reduction in the car parking requirements in clause 52.06 (car parking) and to create/alter access to a road in a transport zone 2.
APPROVED	717/2021/P	Received 18/11/2021	<u>94 Beach Street, Frankston</u>	To develop the land for Community Care Accommodation in a Residential Growth Zone (RGZ), Special Building Overlay and Design and Development Overlay Schedule 12 (DDO12)
APPROVED	717/2021/P/A	Received 31/03/2023	<u>94 Beach Street, Frankston</u>	Section 72 - To construct a building and carry out works for community care accommodation in a Design and Development Overlay Schedule 12 (DDO12) and Special Building Overlay (SBO)
APPROVED	76/2021/P/A	Received 13/04/2021	<u>2 Queen Street, Frankston</u>	Condition 1 - To subdivide the land into five (5) lots in a General Residential Zone (GRZ)

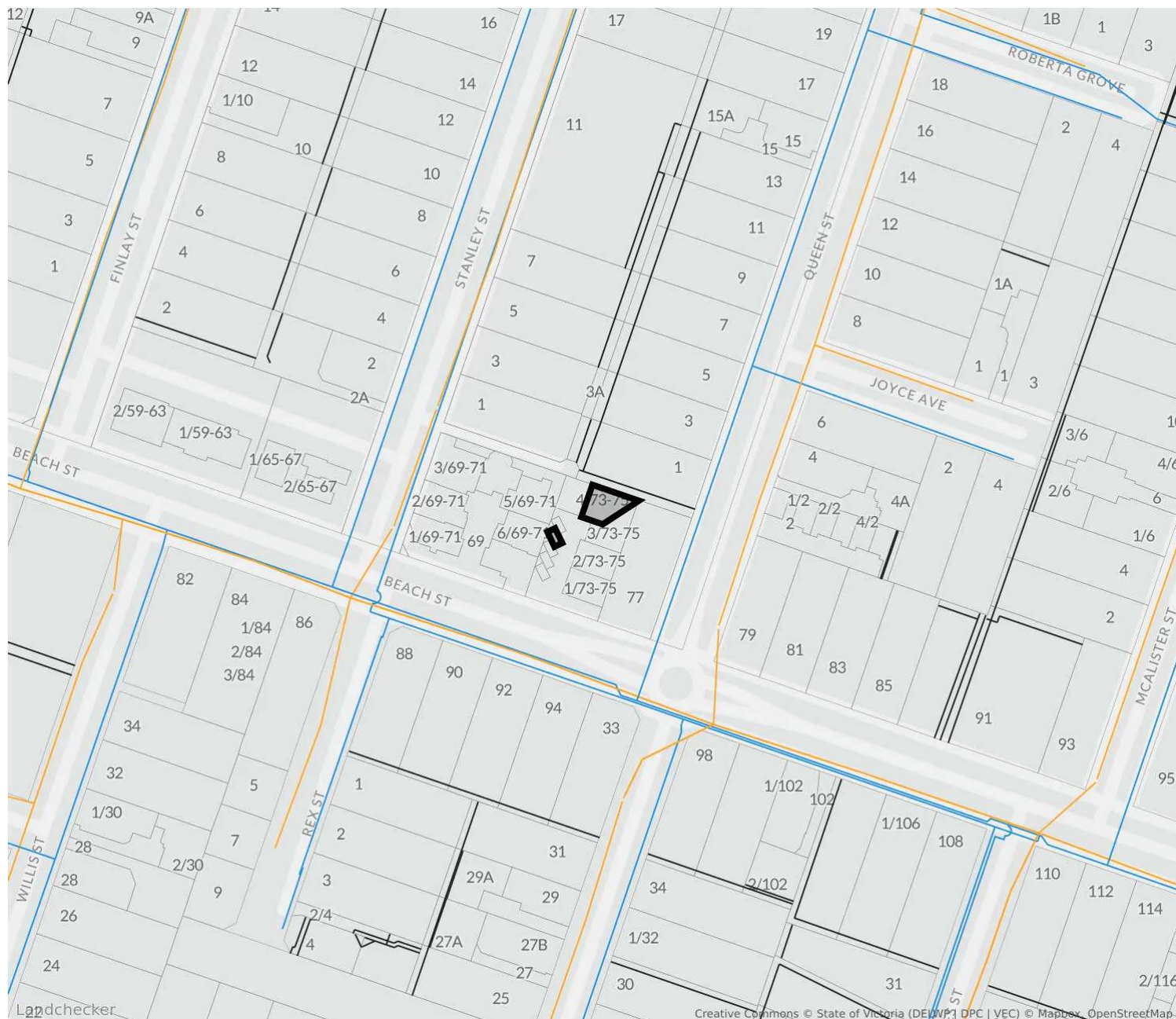
For confirmation and detailed advice about this planning permits, please contact FRANKSTON council on 1300 322 322.



No easements for this property

NEARBY EASEMENTS

4/73-75 Beach Street, Frankston Vic 3199



- **Water**
South East Water
- **Electricity**
Department of Energy, Environment, and Climate Action
- **Others**
Department of Environment, Land, Water and Planning

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

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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