

Contract of Sale of Land

Property: UNIT 2, 20 CANNES AVENUE, BONBEACH VIC 3196



Endorsed by the
Australian Institute
of Conveyancers
(Victorian Division)



Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAIN TAX MAY HAVE ON THE SALE OF
LAND UNDER THIS CONTRACT

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

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

State nature of authority, if applicable: _____

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

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

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

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
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: ebony.warnecke@obrienrealestate.com.au
Tel: (03) 9772 7077 Ref: Ebony Warnecke

VENDOR

Name: DIVERGENCE INVESTMENTS PTY LTD (ACN 649 621 607) ATF BARAD UNIT TRUST

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: BALFE & WEBB LAWYERS
Address: PO Box 1429, Moorabbin VIC 3189
Email: lisah@balfewebb.com.au
Tel: (03) 9532 2993 Ref: GL:LH:260180

PURCHASER

Name:
Address:
ABN/ACN:
Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title Reference	being lot	on plan
Volume 12611 Folio 744	2	PS906604R

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 2, 20 CANNES AVENUE, BONBEACH VIC 3196**

GOODS SOLD WITH THE LAND (general condition 6.3(f)) (list or attach schedule)

Fixed floor coverings and electric light fittings.

PAYMENT

Price \$
Deposit \$ By/...../20..... (of which \$..... has been paid)
Balance \$ payable at settlement

DEPOSIT BOND

☐ General Condition 15 applies only if this box is checked

BANK GUARANTEE

☐ General Condition 16 applies only if this 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 this box is checked
- ☐ This sale is a sale of a 'going concern' if this box is checked
- ☒ The margin scheme will be used to calculate GST if this box is checked

SETTLEMENT (general conditions 17 & 26.2)

is due on ____ / ____ / 202__

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision; or
- 14 days after the vendor gives notice in writing to the purchaser of the occupancy permit issuing.

LEASE (general condition 5.1)

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

☐ If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** if this 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 :/...../20.....

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

☐ **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 10 H of the Sale of Land Act 1962 applies.

SPECIAL CONDITIONS

1. Amendments to General Conditions

1.1 Guarantee

General Condition 3 shall be deleted and replaced with the following:

"If the Purchaser shall be or include a Company, the Company will forthwith after execution of this contract procure the execution by each of its directors of the Guarantee annexed to the Vendor's part of this contract. If there shall be more than one Purchaser under this contract the word "Purchasers" shall be deemed substituted for the word "Purchaser" wherever appearing in the said Guarantee."

1.2 Nomination

(a) The following wording shall be added to General Condition 4 after the first sentence of that condition:

"Such substitution or addition shall be deemed to be effected by the Purchaser delivering to the Vendor's Solicitors the following:

(i) Form of Nomination attached hereto duly completed and executed by both the Purchaser and the substituted or additional Purchaser.

(ii) If the substituted or additional Purchaser is a company then a Guarantee in the form attached hereto duly completed and signed by all the directors of such Company."

(b) In the event of a Nomination by the Purchaser, and if the sale is a sale of a "going concern", the Nominated Purchaser must if requested by the Vendor sign a Deed with the Vendor on terms acceptable to the Vendor which notes inter alia, that the parties agree that the supply made under this Contract is of a going concern and that the Nominated Purchaser warrants that prior to Settlement it will be registered for GST purposes. The Nominated Purchaser shall pay the Vendor's legal costs of \$250 plus GST for the preparation of such Deed by way of an adjustment in favour of the Vendor at settlement.

(c) In the event of a Nomination by the Purchaser, and if the margin scheme will be used to calculate GST, the Nominated Purchaser must if requested by the Vendor sign a Deed with the Vendor on terms acceptable to the Vendor which notes inter alia, that the parties agree that the margin scheme will apply. The Nominated Purchaser shall pay the Vendor's legal costs of \$250 plus GST for the preparation of such Deed by way of an adjustment in favour of the Vendor at settlement.

1.3 Deposit Bond

The reference to "45 days" in General Condition 15.2, 15.4 and 15.5 is amended to "62 days".

1.4 Bank Guarantee

The following wording shall be added to General Condition 16.3 at the end of the first sentence of that condition:

"and such bank guarantee shall have no expiry date".

1.5 Default Interest

The rate of interest specified in General Condition 33 of this Contract shall be deemed to be 15% per annum.

1.6 General Conditions 12, 31.4, 31.5, 31.6, 35.3(b) and 35.3(c) do not apply to this Contract.

1.7 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.

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

~~2. The property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.~~

3. Any restriction on the use of the said land under any Town Planning Scheme in any legislation or imposed by any authority empowered by legislation to control the use of the land shall not affect the validity of this contract, constitute a defect in the Vendor's title, or otherwise give rise to any claim against the Vendor.

4. The Purchaser acknowledges that prior to signing this contract or any document purporting to be legally binding upon him/her he/she received from the Vendor a statement in writing setting out the particulars required by Section 32 of the Sale of Land (Amendment) Act 1982.

5. The Purchaser hereby agrees to indemnify and keep indemnified at all times hereafter the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 as amended from time to time relating to the Contract of Sale and/or any substitute Contract or Contracts of Sale and/or the Instrument of Transfer or conveyance of the property.

6. In addition to any interest payable by the Purchaser as provided by these Special Conditions, the Purchaser shall pay all costs charges expenses and damages of any kind whatsoever which may be incurred or suffered by the Vendor or the Vendor's legal representatives arising from any default in payment of any moneys payable hereunder by the Purchaser or owing to any breaches of or failure by the Purchaser to observe any of the terms and conditions herein contained.

7. If any provision of this Contract remains to be performed by the Purchaser or is capable of having effect after the final settlement date this contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the land and that provision shall not merge in the instrument of transfer of land.

8. It is hereby agreed that there are no conditions warranties or other terms affecting this sale other than those expressly

embodied herein and the Purchaser shall not be entitled to rely on any representations made by the Vendor or the Vendor's Agent except such as are made a condition of this contract.

- 9.1 The Purchaser acknowledges and declares that he/she has purchased the property as a result of his/her own inspections and enquiries of the property and all buildings and structures thereon and that the Purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or the Vendor's consultants or any agents or servants. It is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.
- 9.2 The Purchaser acknowledges that any improvements on the property including those improvements undertaken by the Vendor may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any regulations thereunder and any repealed laws under which the improvements were or should have been effected. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendor's Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections.
- 9.3 The Purchaser acknowledges that he/she has inspected the chattels, fittings and appliances forming part of this contract and that he/she is aware of their condition and any deficiencies. The Purchaser shall not require the chattels, fittings and appliances to be in working order at the date of settlement, nor shall he/she claim any compensation in relation thereto.
10. Each term condition and other stipulation in this contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.
11. Words herein used in the singular shall include the plural and vice-versa, male terms shall include female and if a company is the party referred to the personal pronouns "him" or "his" shall be read as "it" or "its".
12. If there shall be more than one Purchaser the agreements and obligations of the Purchaser under this contract and the conditions thereof shall bind them and any two or more of them jointly and each of them severally.
13. The Purchaser's liability and obligation to pay the purchase money interest and other moneys payable under this contract and otherwise to pay perform and observe the terms and conditions of this contract shall not nor shall the right of the Vendor to enforce each and every such liability and obligation be or be deemed to be waived diminished varied prejudiced or otherwise affected by any time indulgence or forbearance allowed or granted or extended by the Vendor to the Purchaser otherwise than in accordance with this contract and time shall be and remain of the essence of this contract notwithstanding any act or omission on the part of the Vendor.
14. If a conveyancer acts for a party to this contract, the conveyancer may be served with a demand, notice or document in the same manner as a legal practitioner may be served.
15. **Foreign Acquisitions and Takeovers Act 1975** – The purchaser hereby agrees and acknowledges that should it be a party to whom the provisions of the Foreign Acquisitions and Takeovers Act 1975 may apply, the purchaser has made any or all required applications to the Foreign Investment Review Board necessary to enable it to fulfil all obligations under the Contract and that furthermore this contract is not conditional upon the success or otherwise of any application made under the Foreign Acquisitions and Takeovers Act 1975. Should the purchaser make any application under such Act and should any application made be unsuccessful and prevent the purchaser from completing the Contract, the purchaser shall compensate the vendor for any loss, damages, or expenses incurred by the vendor as a result of the purchaser being unable to complete the Contract including, but not limited to, the costs and expenses of any re-sale of the property and any loss incurred on re-sale of the property.
16. **Deposit Release**
The Purchaser acknowledges and agrees that General Conditions 6.3(a), 6.3(e), 6.3(f), 17.1(b), 24.2, and 31.2 are not valid grounds for objection pursuant to Section 27(2)(a) to a request for release of the deposit moneys paid under this Contract of Sale.
17. **Evidence of loan refusal**
If the Particulars of Sale specify that the Contract is subject to a loan being approved, the Purchaser must at the same time that the Purchaser provides notice in writing under General Condition 20.2(c), provide the Vendor with a notice from the Lender specifying the date on which the loan application was made and that the application has been refused.
18. **Supplier Notification**
The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of *the Taxation Administration Act 1953 (Cwlth)* in relation to the supply of the above property.

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 a Limited and the Real Estate Institute of Victoria Ltd in the month and year set out the header of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7 IDENTITY OF THE LAND

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

8 SERVICES

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

9 CONSENTS

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

10 TRANSFER & DUTY

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

11 RELEASE OF SECURITY INTEREST

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

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

12 BUILDER WARRANTY INSURANCE

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

13 GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to the holder of an unencumbered estate in free simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14 DEPOSIT

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

15 DEPOSIT BOND

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

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

16 BANK GUARANTEE

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

17 SETTLEMENT

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

18 ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or

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

19 GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38 -480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38 -325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried
 - (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 authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
 - (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 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

TO THE WITHIN NAMED VENDOR

I,

of

in the State of Victoria (hereinafter called "the Guarantor") IN CONSIDERATION of the within named Vendor having at the request of the Guarantor entered into the within Contract of Sale with the within named Purchaser HEREBY COVENANT with the Vendor that if at any time default shall be made in payment of any balance of purchase money interest or other monies or instalments for the time being due and payable to the Vendor under the within Contract of Sale and on the part of the Purchaser to be performed or observed the Guarantor will forthwith on demand pay to the Vendor the whole of the monies payments whereof shall be in default and will keep the Vendor indemnified against all losses damages costs charges and expenses whatsoever which the Vendor may incur by reason of or arising howsoever out of any default on the part of the Purchaser in the due performance and observance by the Purchaser of any such agreement or obligation of the Purchaser AND IT IS HEREBY AGREED AND DECLARED that this Guarantee shall be a continuing Guarantee and the Guarantor shall not be released by any neglect or forbearance on the part of the Vendor in enforcing performance or observance of any agreement or obligation of the Purchaser or payment of any sum payable by the Purchaser or by any time or indulgence granted by the Vendor to the Purchaser or by any variation or extension of the within Contract of Sale or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor. If there is more than one Guarantor, this Guarantee binds them jointly and each of them individually.

DATED this day of 2026.

SIGNED SEALED AND DELIVERED

by the said

in the presence of:

)
)
)
)
)

SALE OF REAL ESTATE NOMINATION FORM

Relating to a contract between:

VENDOR

and

PURCHASER

concerning

DATE OF
CONTRACT:

PROPERTY

NOMINEE

As the Property is expressed as sold to the Purchaser "and/or Nominee" (or words of like effect) then pursuant to the conditions of the contract the Purchaser nominates the Nominee as substitute purchaser to take a transfer or conveyance in lieu of the Purchaser.

The Purchaser and the Nominee acknowledge that they will henceforth be jointly and severally liable for the due performance of the obligations of the Purchaser under the contract and payment of any expenses resulting from this nomination (including any Stamp Duty).

DATED the day of 2026.

Signature of the Purchaser:

Signature of the Nominees:

.....

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



Section 32 Statement

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

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

The vendor may sign by electronic signature.

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

Land **UNIT 2, 20 CANNES AVENUE, BONBEACH VIC 3196**

Vendor's Name DIVERGENCE INVESTMENTS PTY LTD (ACN 649 621 607) ATF BARAD UNIT TRUST

Vendor's signature  **Date** 09/06/2026
Robby Green, Director

Purchaser's Name + ...

Purchaser's signature **Date** / /

Purchaser's Name + ...

Purchaser's signature **Date** / /

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1. FINANCIAL MATTERS

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

☐ *

OR

☒ *

OR

☐ *

Their Total does not exceed

Are contained in the attached certificate/s

Their amounts are:

Authority

Amount

Interest (if any)

(1)

(1) \$

(1) \$

(2)

(2) \$

(2) \$

☐ *

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

\$

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

\$

To

Other particulars (including dates and times of payment):

1.3 Terms Contract

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

☐ * Attached is a Law Institute of Victoria published “Additional Vendor Statement”.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

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

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

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

¹ Other than any GST payable in accordance with the Contract

2. INSURANCE

2.1 Damage and Destruction

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

(a) ☐ * Attached is a copy or extract of any policy of insurance in respect of any damage to or destruction of the land.

OR

(b) ☐ * Particulars of any such policy of insurance in respect of any damage to or destruction of the land are as follows:

Name of insurance company:

Type of Policy:

Policy No.

Expiry date:

Amount insured:

2.2 Owner Builder

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

(a) ☐ * Attached is a copy or extract of any policy of insurance required under the Building Act 1993.

OR

(b) ☐ * Particulars of any required insurance under the Building Act 1993 are as follows:

Name of insurance company:

Policy No.

Expiry date:

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building or on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ * is in the attached copies of title document/s

OR

☐ * is as follows

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ * Attached is a certificate with the required specified information.

OR

☐ * The required specified information is as follows:

- (a) Name of the Planning Scheme:
- (b) Name of the responsible Authority:
- (c) Zoning of the land:
- (d) Name of the planning overlay:

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

☒ * Are contained in the attached certificates and/or statements.

OR

☐ * Are as follows:

4.2 Agricultural Chemicals

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

4.3 Compulsory Acquisition

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

5. BUILDING PERMITS

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

☒ * Are contained in the attached certificates and/or statements.

OR

☐ * Are as follows:

6. OWNERS CORPORATION

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

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

OR

☐ 6.2 *Attached is the information prescribed for the purposes of action 151(4)(a) of the *Owners Corporations Act* 2006 and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

☐ 6.3 *The owners corporation is an inactive owners corporation².

7. ☐ *GROWTH AREAS INFRASTRUCTURE CONTRIBUTIONS ("GAIC")

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

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) *The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐
- (b) *The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐
- (c) *The land is NOT land in respect of which a GAIC is imposed unless the square box is marked ☐

² An inactive owners corporation includes one that in the previous 15 months has not held an annual general meeting, not fixed any fees and not held any insurance.

with an "X"

☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) *Any certificate of release from liability to pay a GAIC ☐
- (b) *Any certificate of deferral of the liability to pay the whole or part of a GAIC ☐
- (c) *Any certificate of exemption from liability to pay a GAIC ☐
- (d) *Any certificate of staged payment approval ☐
- (e) *Any certificate of no GAIC liability ☐
- (f) *Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or any exemption from that liability ☐
- (g) *A GAIC certificate issued under Part 9B of the *Planning and Environment Act* 1987 must be attached if there is no certificate or notice issued under any of sub-sections 7.2(a) to (f) above ☐

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- ☒ 9.1 *(a) Registered Title
A Registered Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.
OR
- ☐ *(b) General Law Title
The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.
- ☐ *9.2 Evidence of the vendor's rights or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- (a) ☐ *Attached is a copy of the plan of subdivision certified by the relevant municipal council if the plan is not yet registered.
OR
- (b) ☐ *Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified

10.2 Staged Subdivision

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

- (a) ☐ *Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

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

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

10.3 Further Plan of Subdivision

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

- (a) ☐ *Attached is a copy of the plan which has been certified by the relevant municipal council (if the later plan has not been registered).

- OR
(b) ☐ *Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. ☐ *DISCLOSURE OF ENERGY INFORMATION

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

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

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

- OR
☐ *Are as follows:

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

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

Page 1 of 2

VOLUME 12611 FOLIO 744

Security no : 124134871850R
Produced 21/05/2026 01:58 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 906604R.
PARENT TITLE Volume 08120 Folio 788
Created by instrument PS906604R 14/05/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DIVERGENCE INVESTMENTS PTY LTD of UNIT 201 737 BURWOOD ROAD HAWTHORN EAST
VIC 3123
PS906604R 14/05/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ428500E 29/07/2025
PERPETUAL CORPORATE TRUST LTD

COVENANT A101022

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

DIAGRAM LOCATION

SEE PS906604R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 2 20 CANNES AVENUE BONBEACH VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 23038S JHK LEGAL AUSTRALIA PTY LTD
Effective from 29/07/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS906604R

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

Page 2 of 2

DOCUMENT END

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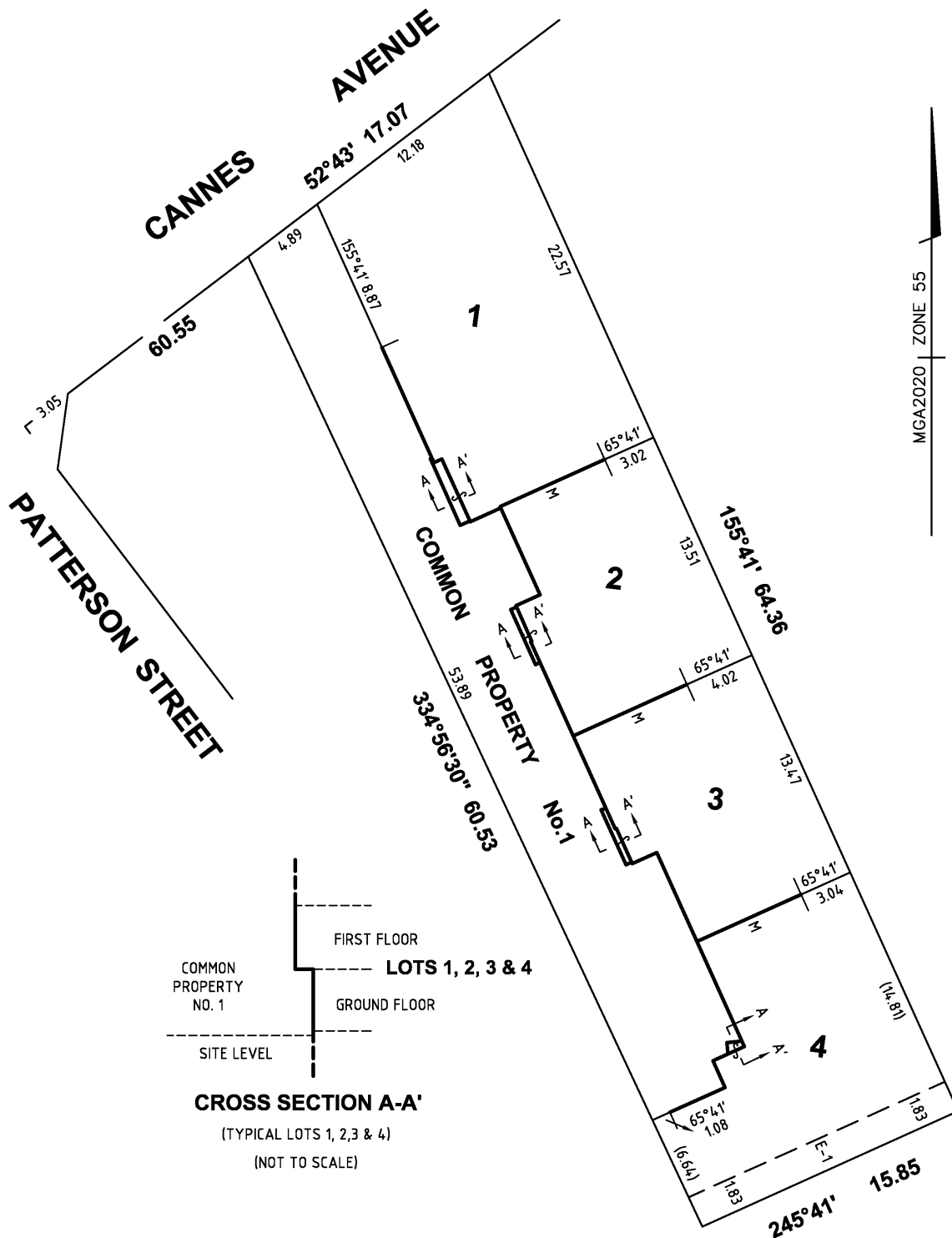
Document Type	Plan
Document Identification	PS906604R
Number of Pages (excluding this cover sheet)	2
Document Assembled	21/05/2026 13:58

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PLAN OF SUBDIVISION			EDITION 1		Plan Number PS906604R	
LOCATION OF LAND			Council Name: Kingston City Council			
COUNTY: MORNINGTON			Council Reference Number: KS-2024/14			
PARISH: LYNDHURST			Planning Permit Reference: KP-2024/43			
TOWNSHIP:			SPEAR Reference Number: S225311T			
SECTION:			Certification			
CROWN ALLOTMENT: 145 (PART)			This plan is certified under section 6 of the Subdivision Act 1988			
CROWN PORTION:			Statement of Compliance			
TITLE REFERENCE: VOL.8120 FOL.788			This is a statement of compliance issued under section 21 of the Subdivision Act 1988			
LAST PLAN REFERENCE: LP26796 (LOT 18)			Public Open Space			
POSTAL ADDRESS: 20 CANNES AVENUE			A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied			
(at time of subdivision) BONBEACH 3196			Digitally signed by: Nikolas Muhllechner for Kingston City Council on 02/04/2025			
MGA CO-ORDINATES: E: 335 319 ZONE: 55						
(of approx centre of land in plan) N: 5 785 387 GDA 2020						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON				
NIL		NIL				
NOTATIONS						
DEPTH LIMITATION - Does not apply						
SURVEY: This plan is based on survey.						
STAGING: This is not a staged subdivision. Planning Permit No.						
This survey has been connected to permanent mark No. 65 & 145 in Proclaimed Survey Area No. -						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Section 12(2) of the Subdivision Act applies to all the land in this plan						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	DRAINAGE AND SEWERAGE	1.83	LP26796	LOTS ON LP26796		
E-1	DRAINAGE	1.83	THIS PLAN	KINGSTON CITY COUNCIL		
BRIAN WATSON SURVEYING P/L		SURVEYORS FILE REF: 9943		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2	
Office Address: 454 Waverley Road, EAST MALVERN. 3145 Mailing Address: PO Box 113, CARNEGIE. 3163 Phone: 9572 3122 Fax: 9572 3144 Email: admin@brianwatsonsurveying.com.au ABN: 51 618 637 522		Digitally signed by: Brian Watson, Licensed Surveyor, Surveyor's Plan Version (3), 28/08/2024, SPEAR Ref: S225311T		Land Use Victoria Plan Registered 02:20 PM 14/05/2025 Assistant Registrar of Titles		



Office Address: 454 Waverley Road, EAST MALVERN. 3145
Mailing Address: PO Box 113, CARNEGIE. 3163
Phone: 9572 3122 Fax: 9572 3144
Email: admin@brianwatsonsurveying.com.au ABN: 51 618 637 522

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LENGTHS ARE IN METRES

SHEET 2

Digitally signed by:
Kingston City Council,
02/04/2025,
SPEAR Ref: S225311T

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GEOFFREY L. SCHERBUTTS

VICTORIA

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cont here
11/9/56
SK
12/9/56
Bad
11/9/56

I, STANLEY GEORGE GARNSWORTHY of 8 The Strand, Williamstown, Company
Director being registered as the proprietor of an estate in fee simple in
the land hereinafter described subject to the encumbrances notified hereunder
IN CONSIDERATION of the sum of TWO HUNDRED AND SIXTY POUNDS paid to me by
KEITH RUSSELL BARNETT of 16 Chelsea Road, Chelsea, Mechanic, AND IN FURTHER
CONSIDERATION of the sum of FOUR HUNDRED AND TWENTY-FIVE POUNDS paid to the
said Keith Russell Barnett by LEONARD ERNEST GOWN Mechanic and MARION
PATRICIA GOWN Married Woman both of Shenfield Avenue, Bonbeach, HEREBY at the
request and by the direction of the said Keith Russell Barnett (as testified
by his execution hereof) TRANSFER to the said LEONARD ERNEST GOWN and MARION
PATRICIA GOWN all my estate and interest in ALL THAT piece of land being Lot
18 on Plan of Subdivision Number 26796 ledged in the Office of Titles and
being part of Crown Allotment 145 Parish of Lyndhurst County of Mornington
and being part of the land more particularly described in Certificate of
Title Volume 3047 Folio 268 in the Register Book And the said Leonard Ernest
Gown and Marion Patricia Gown for themselves their heirs executors administrators
and transferees registered proprietor or proprietors for the time being of the
said land hereby transferred or any part thereof covenant with the said
Stanley George Garnsworthy his heirs executors administrators and transferees
registered proprietor or proprietors for the time being of the land remaining
untransferred in the said Certificate of Title or any part thereof that no
quarrying operations shall be carried on on the said land hereby transferred
or any part thereof nor shall any earth clay marl stone gravel or sand be dug
or removed therefrom except for the purpose of laying the foundation of any
building that may be erected on the said land hereby transferred or any part
thereof or to be used in the erection of any such building And it is hereby
requested that this covenant shall run with the land hereby transferred and
shall be noted and appear on every future Certificate of Title for the said
land hereby transferred or any part or parts thereof as an encumbrance.

DATED the 22nd day of December One Thousand Nine
Hundred and Fifty-five.

SIGNED by the said STANLEY
GEORGE GARNSWORTHY in Victoria
in the presence of:

106478
St. George's
New (Tm) 11/9/56

N. V. George Allison
2 Melbourne Avenue, West St. Hill, S. 2.
Secretary - St. George's - plan.

11/3/56

SS0101A

SS0101A

SIGNED by the said KEITH
RUSSELL BARNETT in Victoria
 in the presence of:

R Barnett
W. L. Barnett
W. L. Barnett

R Barnett

SIGNED by the said LEONARD
ERNEST GOWN in Victoria
 in the presence of:

A. Krause
11 Patterson St
Barium

L. Gown

SIGNED by the said MARION
PATRICIA GOWN in Victoria
 in the presence of:

A. Krause
11 Patterson St
Barium

M. Gown



DA101022-2-3

DATED

1955.

MR. S. G. GARNSMORCHY

-to-

MR. & MRS. L. E. GOIN

-at dirn. of-

MR. K. R. BARNETT

Geoffrey L. Sowerbotts,
Solicitor,
447 Nepean Highway,
CHELSEA.

A memorandum of the within instrument
entered

in the Register Book Vol. 3047

Fol. 268

W. H. Whitehead

Assistant Registrar of Titles

W



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 21/05/2026 01:58:28 PM

OWNERS CORPORATION 1
PLAN NO. PS906604R

The land in PS906604R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

20 CANNES AVENUE BONBEACH VIC 3196

PS906604R 14/05/2025

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

PS906604R 14/05/2025

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	145	198
Lot 2	120	189
Lot 3	120	189
Lot 4	130	224
Total	515.00	800.00



Department of Transport and Planning

Owners Corporation Search Report

Produced: 21/05/2026 01:58:28 PM

OWNERS CORPORATION 1
PLAN NO. PS906604R

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.

Property Clearance Certificate

Land Tax



BALFE AND WEBB LAWYERS

Your Reference:	LD:80618836-014-7.260180 D
Certificate No:	99280819
Issue Date:	21 MAY 2026
Enquiries:	ESYSPROD

Land Address: UNIT 2, 20 CANNES AVENUE BONBEACH VIC 3196					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
51430569	2	906604	12611	744	\$1,795.30

Vendor: DIVERGENCE INVESTMENTS PTY LTD
Purchaser: NA NA

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
BARAD UNIT TRUST	2026	\$280,000	\$2,201.00	\$0.00
				\$1,795.30

Comments: Land Tax of \$2,201.00 has been assessed for 2026, an amount of \$405.70 has been paid.

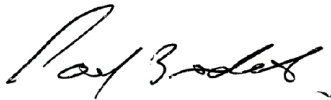
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$925,000
SITE VALUE (SV):	\$280,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$1,795.30



Notes to Certificate - Land Tax

Certificate No: 99280819

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$280,000

Calculated as \$975 plus (\$280,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$9,250.00

Taxable Value = \$925,000

Calculated as \$925,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 99280819

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 99280819

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



BALFE AND WEBB LAWYERS

Your Reference: LD:80618836-014-7.260180 Diver

Certificate No: 99280819

Issue Date: 21 MAY 2026

Enquires: ESYSPROD

Land Address: UNIT 2, 20 CANNES AVENUE BONBEACH VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
51430569	2	906604	12611	744	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$925,000
SITE VALUE:	\$280,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99280819

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



BALFE AND WEBB LAWYERS

Your	LD:80618836-014-7.260180
Reference:	DIVER
Certificate No:	99280819
Issue Date:	21 MAY 2026

Land Address: UNIT 2, 20 CANNES AVENUE BONBEACH VIC 3196

Lot	Plan	Volume	Folio
2	906604	12611	744

Vendor: DIVERGENCE INVESTMENTS PTY LTD
Purchaser: NA NA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 99280819

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 99280810 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 99280810 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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Land Information Certificate

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



City of
KINGSTON

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

Date of Issue:	22 May 2026
Assessment No:	187519 2
Property Location:	Unit 2 20 Cannes Avenue, BONBEACH VIC 3196
Parcel Details:	Lot 2 PS906604
Certificate No:	166072
Certificate Expiry Date:	20 August 2026
Applicants Reference:	80618836-018-5:92858

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

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

Operative Date of Valuation: 01 July 2025	Site Value:	280,000
Relevant Date of Valuation: 01 Jan 2025	Capital Improved Value:	925,000
	Net Annual Value:	46,250

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

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

Arrears

Arrears - Brought Forward 01/07/2025	\$12.12
Legal Fees Brought Forward 01/07/2025	\$0.00

Current Rate

General Rates	\$1,683.59
Emergency Services & Volunteers Fund	\$296.03
Municipal Charge	\$100.00
Waste Management	\$352.82
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$0.00

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

OUTSTANDING **\$2,444.56**

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

Assessment No.	187519/2
Certificate No.	166072
Certificate Expiry Date	20 August 2026

ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

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

I acknowledge having received the sum of \$30.60.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 20 August 2026.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2026.
 Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

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

Important Information Regarding Settlements via PEXA

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



Biller Code: 8938

Ref: 1875192

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

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

Balfe and Webb Lawyers
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 2 LOT 2 20 CANNES AVENUE
BONBEACH 3196
2 PS 906604

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50E//09766/00080	LANDATA CER 80618836-030-7	21 MAY 2026	52217347

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		\$176.08
Usage Charges*	Billed until 19/2/2026	\$79.14
Arrears		\$176.06
TOTAL UNPAID BALANCE		\$431.28

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

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

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.

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

If 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.

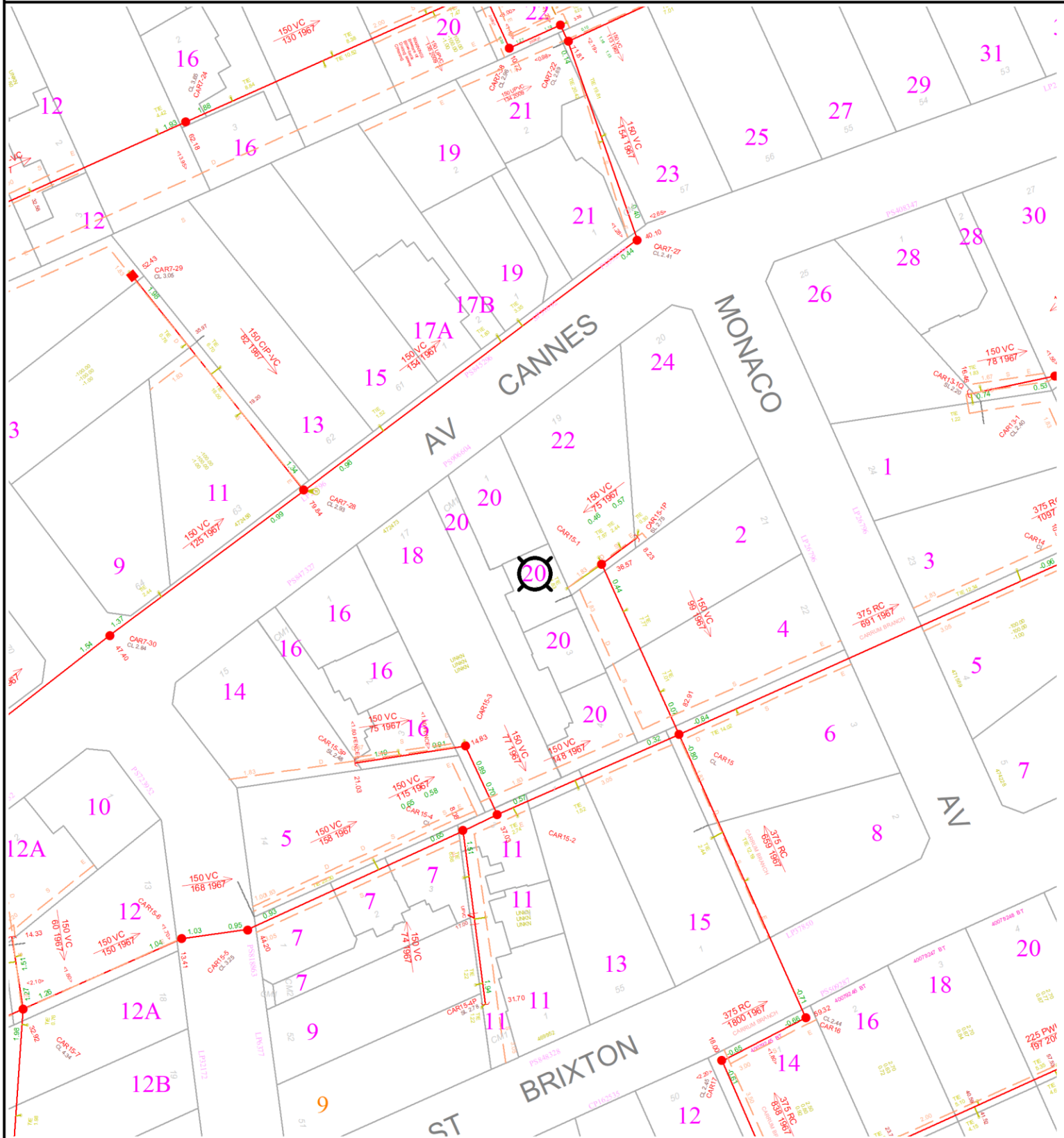
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

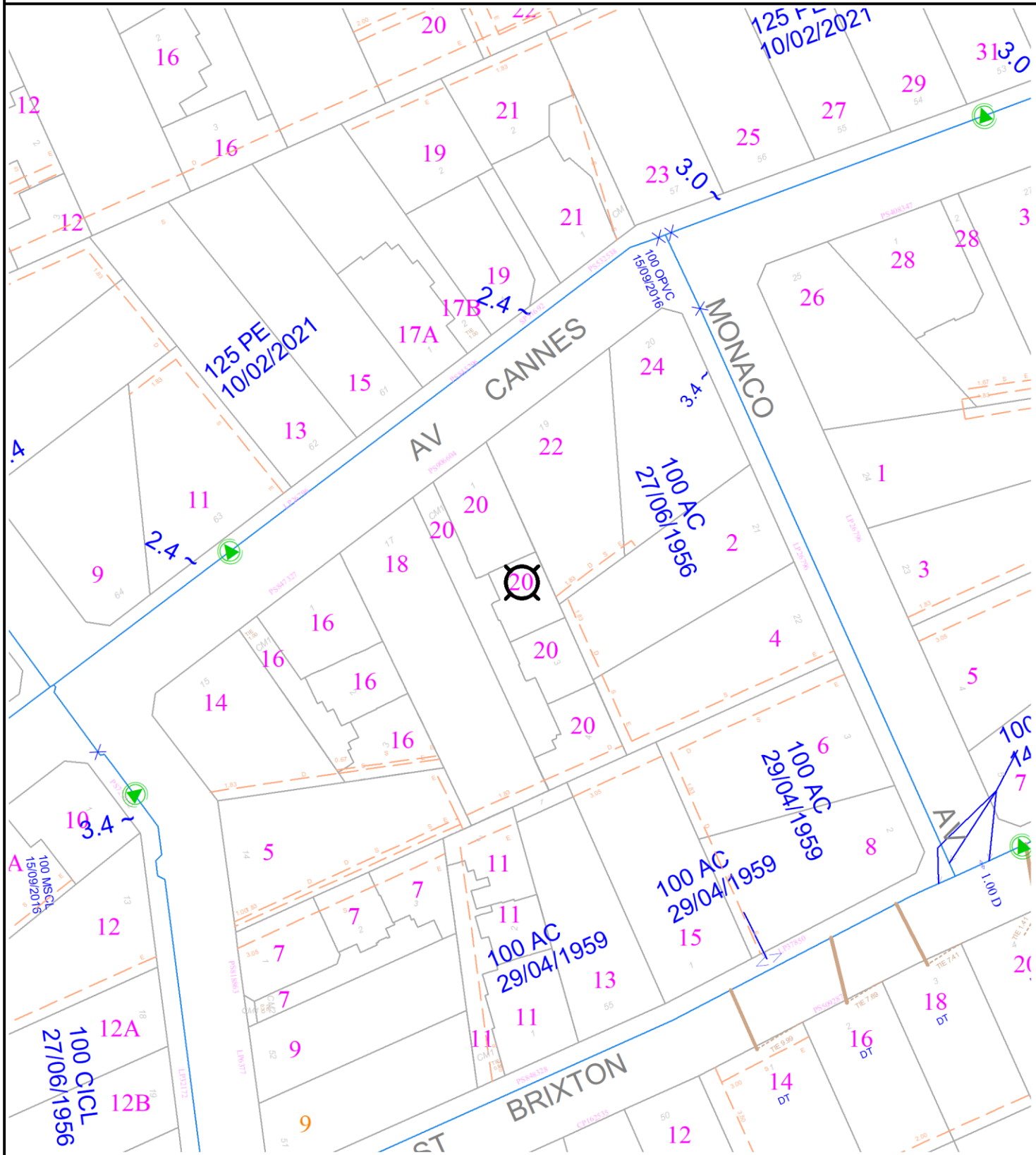
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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	

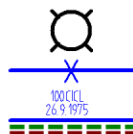
Melbourne Water Assets		
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway
● Maintenance Hole	- - - - - Channel Drain	■ Underground Drain M.H.



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.

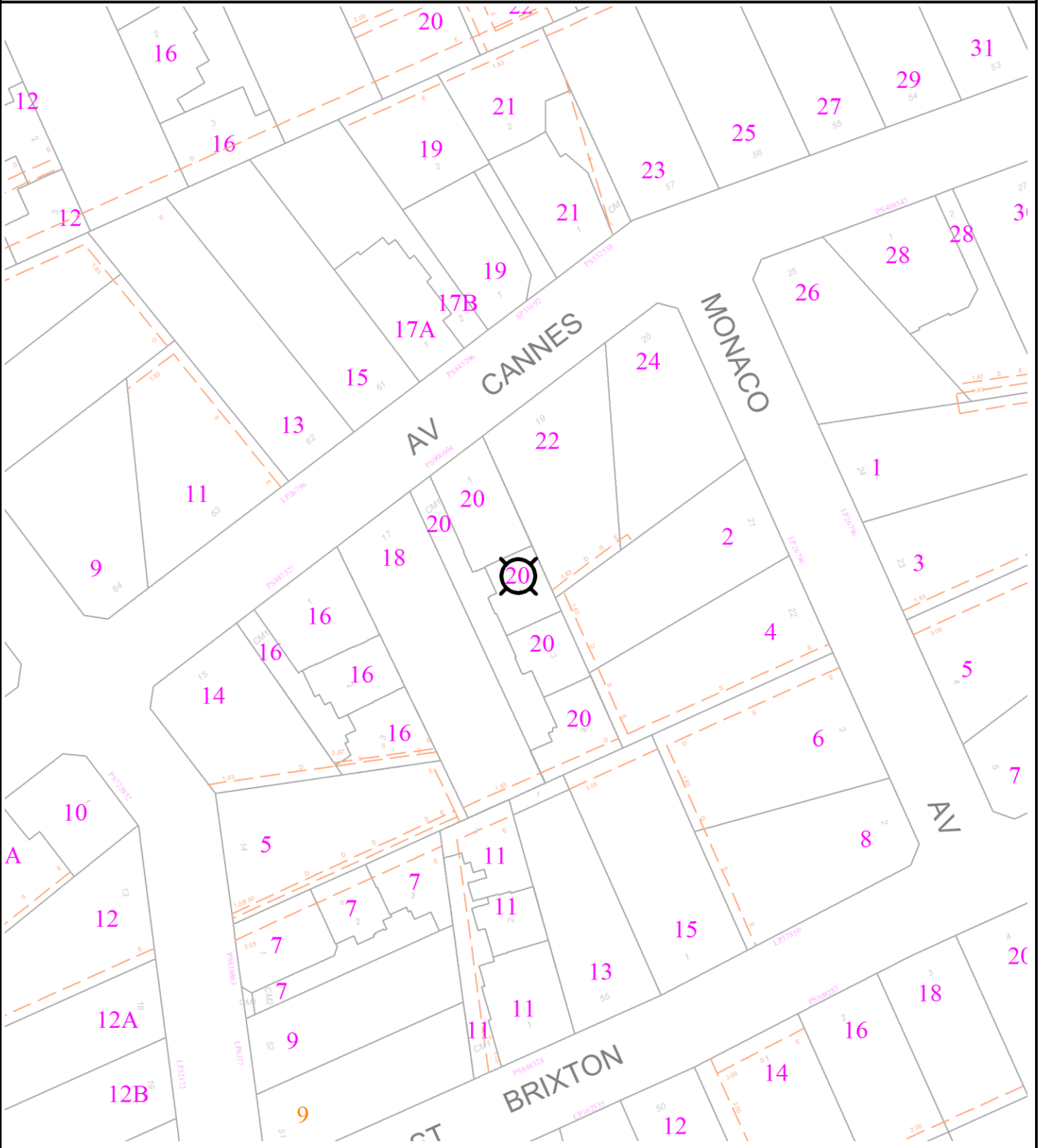
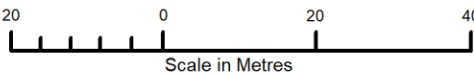
LEGEND

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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

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

22 MAY 2026

Secure Electronic Registries Victoria PSP
E-mail: landata.online@servictoria.com.au

Dear Customer,

Please find attached information regarding your application.

Our Reference: Case Number 52224261
Applicant Reference: 80618836-031-4
Property: Lot 2 UNIT 2 20 CANNES AVENUE BONBEACH 3196
Service Requested: Property Sewerage Plan
Order Number: 51625266

Receipt Number and Amount Paid:

232373199

\$35.17

Billed

This plan is issued for the purpose of assisting you in identifying property service drainage information only and may not show all mains on the property. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. The information contained within this plan has been provided to South East Water from a third party, as such South East Water does not accept responsibility for the accuracy of this plan. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work.

If you have any enquiries please contact South East Water on 1300 390 376.

Yours sincerely



Sandra Fredericks
CONNECTIONS SUPPORT MANAGER

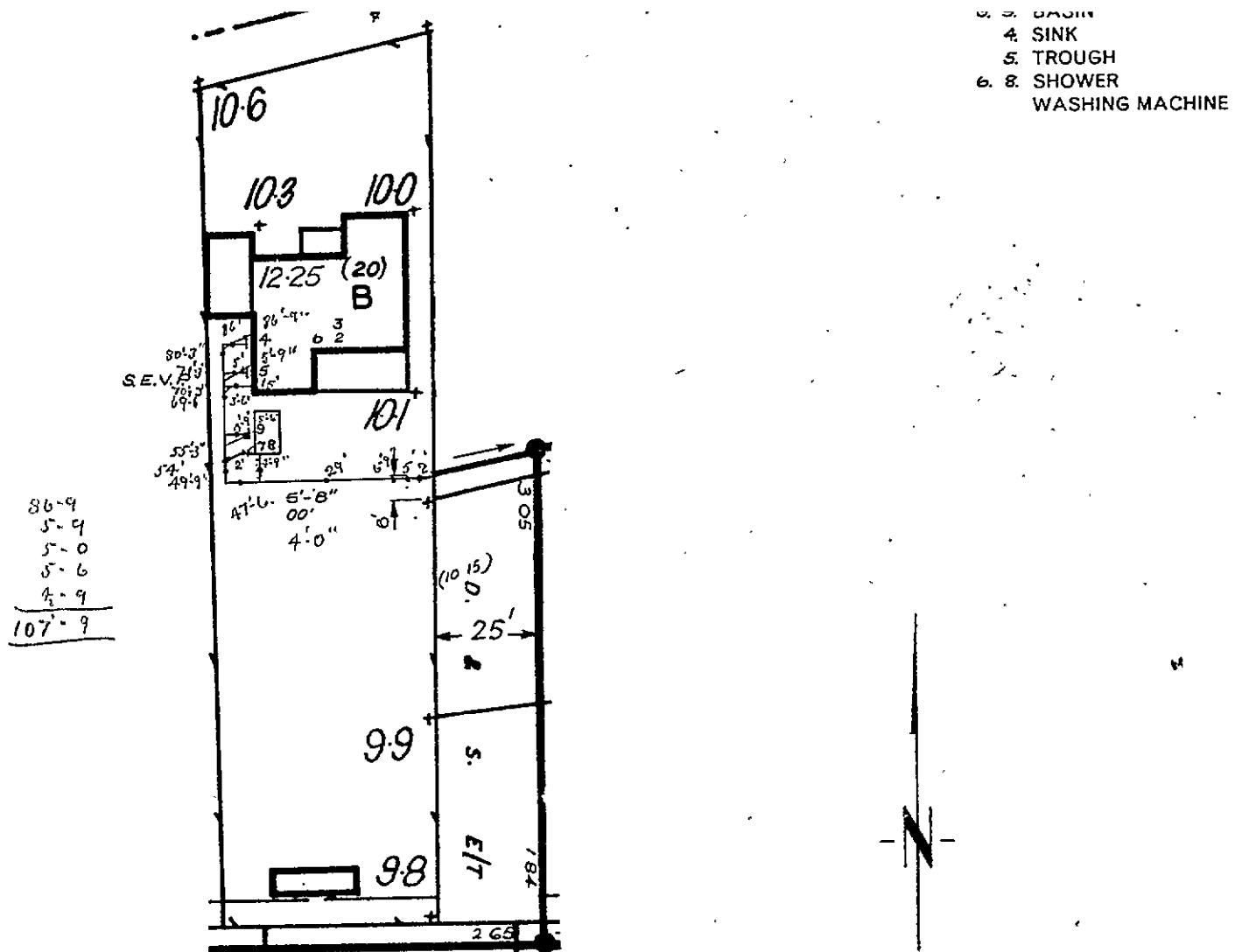
PROPERTY SEWERAGE PLAN - PS: 00471557

Property: Lot 2 20 CANNES AVENUE BONBEACH 3196

LEGEND

———— Title/Road boundary BT Boundary Trap - - - - Easement < 1.0 > Offset from Boundary

WARNING: This plan is issued solely for the purpose of assisting you in identifying property service drainage information only and may not show all sewer mains on the property. 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).



Authority's Sewer	Proposed Drain	Concrete banding of joints
Disconnecter Traps	Existing Drain	Concrete encasing of drains
Inspection Openings	Trees	
C.I.P. Cast Iron Pipe	G.I.T. Grease Interceptor Trap	S.T. Silt Trap
E.V. Educt Vent	I.C. Inspection Chamber	S.V.P. Soil Vent Pipe
G.T. Gully Trap	R.V. Relief Vent	S.E.V.P. Soil Educt Vent Pipe
G.D.T. Gully Disconnector Trap	V.C.P. Vitrified Clay Pipe	T.I.T. Triple Interceptor Trap

CONDITIONS OF ISSUE

1. All drainage and/or plumbing shall be carried out in accordance with the requirements of the Uniform Building Regulations, the Authority and its by-laws, and any special conditions endorsed hereon.
2. Where drains are liable to be affected by tree roots, such drains shall be bedded on, and encased in concrete as directed.
3. No drainage work shall be commenced until the Authority's House Connection Branch is constructed and made available (except in cases where special interim approval is granted).
4. The Authority accepts no liability for any alterations necessary due to any variation in the location or level of the sewer main or house connection branch when constructed.
5. Where extensions from existing house connection drains are shown on this plan the owner is entirely responsible for the existing drains being in the positions shown and at a suitable level for the connection thereto of the proposed extensions and that the existing drains are in a satisfactory condition.

NOTES: Notwithstanding the issue of this Drainage Plan, it is necessary for the owner to obtain the approval of the Local Municipal Council for the construction of new Buildings and alterations, additions, repairs and changes of use or occupancy in existing buildings.

All drains shall be 4 inch diameter vitrified clay pipe laid to a minimum grade of one foot in forty feet (1 in 40) unless otherwise shown.

REVISIONS:

DESIGNED P. J. G.	CHECKED <i>Almon</i>	ENGINEER: <i>[Signature]</i>	CONSTRUCTED:	SCALE: 1" = 40 feet
DATE 1 - 3 - 1968.	DATE 4 - 4 - 68	DATE 26 - 4 - 68	DATE:	



OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No 1 Plan No 906604
Address 20 Cannes Avenue, Bonbeach

This certificate is issued for Lot 2 on Plan No 1 of Subdivision No 906604
Postal address is **2/20 Cannes Avenue, Bonbeach**

Applicant for the certificate is **Landata**

Address for delivery of certificate: **Landata.online@servictoria.com.au**

Date that the application was received: **21st May 2026**

IMPORTANT:

The information in this certificate is issued on: **4th June 2026**

You can inspect the Owners Corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) The current annual fees for the lot are **\$2,419.20** - payable in quarterly instalments of **\$604.80**
- (b) The date up to which the fees for the lot have been paid is **31st July 2026**.
- (c) The total of any unpaid fees or charges for the lot is: **\$0.00**
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: **None**.
- (e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?
If so, then provide details: **Not to our knowledge**.
- (f) The Owners Corporation has insurance. See attached Certificate of Insurance.
The Buildings Covered by the Policy are situated at **20 Cannes Avenue, Bonbeach Vic 3196 (Lots 1, 2, 3 & 4 for Owners Corporation No 1)**.

The insurance premium for the period 7th March 2025 to 7th March 2026 in the amount of \$5,365.00 Lot 1 \$1,327.84 has been paid for by Divergence Investments Pty Ltd ATF Barad Unit Trust, and the cost will be adjusted by their conveyancers thus that any incoming purchasers is responsible for their share of the cost on a pro rata basis. The cost of part of next year's insurance has been factored into the budget; however, an additional levy will be required at renewal time.

- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution:
Not to our knowledge.
- (h) The total funds held by the Owners Corporation are as per the latest financial statements attached.
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?
If so, then provide details: **See notes above; otherwise not to our knowledge**.

- (j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details: **Not to our knowledge.**
- (k) Are there any current agreements to provide services to lot owner's, occupiers or the public?
If so, then provide details: **Not to our knowledge.**
- (l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?
If so, then provide details:
There are no notices or orders to our knowledge as of 4th June 2026.
- (m) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?
If so, then provide details: **Not to our knowledge.**
- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is:

Ace Body Corporate Management (Balwyn North)
Suite 1/334 Highbury Road, Mount Waverley VIC 3149
Telephone: 03 9239 3100
Email: service@balwyn.acebcm.com.au

- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **No administrator to our knowledge has been appointed.**
- (p) Documents required to be attached to the Owners Corporation certificate are:
A copy of the latest financial statements
A copy of the Insurance Certificate of Currency
A copy of the minute of the last annual general meeting of the Owners Corporation
A copy of the consolidated rules registered at Land Victoria
A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation register by making written application to the Manager.

Date: 4th June 2026

This Owners Corporation certificate was prepared by:

Christine Burr

Christine Burr
Ace Body Corporate Management Balwyn North
Suite 1, 334 Highbury Road
MOUNT WAVERLEY VIC 3149
service@balwyn.acebcm.com.au

ANNUAL FINANCIAL STATEMENTS

For the period 1 August 2025 to 31 July 2026

Prepared For

Cannes Avenue 20, Bonbeach 3196

Plan No. 906604

20 Cannes Avenue
Bonbeach
Victoria 3196

Manager

Chris Burr
ACE Body Corporate Management (Balwyn North)

Printed

3 June 2026

Assets		2026
Cash		7,402.20
Total Assets		\$ 7,402.20
Equity		
Administrative Fund		7,402.20
Maintenance Fund		0.00
Total Equity		\$ 7,402.20

Income and Expenditure Statement

Administrative Fund

Owners Corporation for Plan No. 906604

1 August 2025 to 31 July 2026

20 Cannes Avenue Bonbeach Victoria 3196

ABN/ACN 81511680850

Income

Levies - normal	10,240.00
Levies - special	3,600.00
Mutual Revenue - penalty interest	49.11
Total Administrative Fund Income	13,889.11

Expenditure

Admin - Strata Software Subscription	30.05
Garden/Lawn Maintenance	1,210.00
Insurance	1,759.32
Plumbing	1,067.00
Signs	167.20
Strata Manager - Managers Insurance Report	165.00
Strata Manager - Public Officer	355.34
Strata Manager - disbursements	363.00
Strata Manager - management fees	1,200.00
Strata Manager - schedule B fees	170.00
Total Administrative Fund Expenditure	6,486.91

Surplus / Deficit for period	7,402.20
-------------------------------------	-----------------

Summary

Opening Balance as at 1 August 2025	0.00
Total Revenue during period	13,889.11
Total Expenditure during period	(6,486.91)
Administrative Fund balance as at 31 July 2026	\$ 7,402.20

Notes To Financial Statements

Owners Corporation for Plan No. 906604

20 Cannes Avenue Bonbeach Victoria 3196

ABN/ACN 81511680850

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the owners corporation's financial reporting requirements. The accounting policies used in the preparation of this report, as described below, are in the opinion of the owners corporation manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Owners Corporation, is taxable at the current company tax rate of 30%. Assessable income received by the Owners Corporation in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the owners corporation and is therefore not depreciable. Non-fixed assets that are purchased by the owners corporation are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.



MINUTES OF ANNUAL GENERAL MEETING

For 20 Cannes Avenue, Bonbeach
Owners Corporation No. 1 Plan No. PS 906604

Location of meeting: Zoom

Date and time of meeting: Friday 13th June 2025 12.30 PM

Meeting chaired by: Ian Ross

Meeting start time: 12.30PM **Meeting finish time:** 1.30PM

Attendance

Robby Green of (Divergence Investments Pty Ltd ATF Barad Unit Trust) 1, 2, 3 & 4)

Proxies

Divergence Investments Pty Ltd ATF Barad Unit Trust in favour of Robby Green

1. Chairperson of Meeting

It was resolved that Ian Ross chair and record the minutes of the meeting for distribution to the members of the Owners Corporation.

It was noted that Plan of Subdivision PS 906604 has been registered by the Land Titles Office, and that the registered proprietor of Lots 1, 2, 3 & 4 is Divergence Investments Pty Ltd ATF Barad Unit Trust who is the only member of Owners Corporation No 1, the requirement for 14 days-notice to be issued before a Meeting is hereby waived. Accordingly, Robby Green on behalf of Divergence Investments Pty Ltd ATF Barad Unit Trust has the authority to exercise all of the powers of the Owners Corporation pursuant to the Subdivision Act 1988, Sale of Land Act 1963, Owners Corporations Act 2006 and Owners Corporations Regulations 2007.

Quorum

Upon presentation of all proxies and noting the people present, it was declared that:

A quorum for the meeting was present and that all ordinary resolutions would be final, in accordance with Section 77 of the Owners Corporation Act.

2. Previous Minutes

There were no previous minutes to present.

3. Committee

It was resolved that the number of positions on the Committee be set at 3.

Chairperson: Robby Green (3)

Member(s): 2 vacancies

It was resolved that the Owners Corporation delegate all the powers and functions of the Owners Corporation that can be delegated (other than a power or function that requires a Special or Unanimous Resolution) to the Committee of the Owners Corporation.

Note: Powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated.

4. Financial Reports

There were no financial statements to present.

5. Insurance

It was noted that current insurance trends are seeing insurance premiums increasing in the vicinity of 10% to 15% per annum each year and that this will continue to have an impact on future budgets.

It was noted that Divergence Investments Pty Ltd ATF Barad Unit Trust has placed Building and Public Liability insurance with Hutch Underwriting Pty Ltd in the amount of Building Cover of \$2,200,000 and Public Liability of \$20,000,000.

The insurance premium for the period 7th March 2025 to 7th March 2026 in the amount of \$5,365.00 (Lot 1 \$1,327.84, Lot 2 \$1,267.48, Lot 3 \$1,267.48 & Lot 4 \$1,502.20) has been paid for by Divergence Investments Pty Ltd ATF Barad Unit Trust, and the cost will be adjusted by their conveyancers thus that any incoming purchasers is responsible for their share of the cost on a pro rata basis. The cost of next year's insurance has been factored into the budget set out in item 8 below.

- a) The "SCA Strata Insurance Disclosure Consumer Fact Sheet" was noted.
- b) The "Managers Insurance Report" that sets out any remuneration earned will be provided at the next Insurance renewal and AGM.
- c) The manager disclosure that they received remuneration of \$709.59 for placing, processing and following up of insurance claims was received.
- d) The current level of insurance cover of the Owners Corporation was noted. The members resolved to set the insurance cover at \$2,000,000 and confirmed the level of insurance cover for each policy.
- e) The members noted that no valuation has been conducted and that the matter will be discussed at the next AGM.
- f) The members did not resolve that the manager obtain a reinstatement insurance valuation.
- g) The members resolved to renew the insurance at the Current level when the insurance is next due for renewal.
- h) The members resolved that the manager be authorised to instruct the Owners Corporation's nominated insurance brokers to attend to the upcoming insurance renewal, obtain insurance quotations, and adjust/amend/add/delete cover for the forthcoming policy year for submission to the Owners Corporation.
- i) The members resolved that the manager forward the insurance quotations (just prior to renewal) to the Owners Corporation Committee for consideration. In the event that the manager receives no response from the Owners Corporation Committee, to ensure that the Owners Corporation continues to hold insurance that meets the requirements of the Owners Corporations Act 2006, The manager was given authorisation to place the insurance for the forthcoming policy year.

Note: In the event that the Owners Corporation Committee fails to provide instruction, then the insurance will be placed in accordance with the broker's recommendation. In the event that the Owners Corporation does not have a committee, the documents will be emailed to all owners.

6. OH&S and Essential Services

OH&S

The Owners noted that the Owners Corporation is in charge of the common property that is a defined workplace under the Occupational Health and Safety Act. As an occupier of a workplace

the Owners Corporation has an obligation to ensure that the workplace (common property) including the means of access and egress from the workplace are safe and without risk to the health and safety of visitors and workers alike. Workers include voluntary and contractors engaged by the Owners Corporation.

a) The Owners Corporation reviewed the mandatory responsibility in accordance with the Building Regulations 2006 (Part 11) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management including...

- Identifying hazards on common property;
 - Assessing risks that may result because of the hazards;
 - Deciding on control measures to prevent or minimise the level of the risks;
 - Implementation of control measures;
 - Monitoring and reviewing the effectiveness of the measures;
- Ensure that all Owners Corporation work is carried out by properly qualified tradespeople holding appropriate insurances.

b) It was resolved that the owners will advise the manager of any items requiring attention.

Essential Services

Owners were reminded that they are responsible for the maintenance and reporting on Essential Services that are within a lot or belong to the individual lot owner.

It was resolved that the Owners Corporation delegate to the committee the power to ensure that the essential service items are attended to in accordance with the Building Code of Australia.

Smoke Alarms

Members were advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months. It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners should ensure that the rental agent is instructed to undertake the annual test while carrying out their periodic inspections.

7. General Repairs and or Maintenance

Owners Corporation Plaque

It was resolved that in accordance with Regulation 17 of the Owners Corporations Regulations 2007 that a sign displaying the managers name and mailing address of the Owners Corporation be displayed at an appropriate place (as determined by the Manager) on the common property.

Collection of Fees and Bank Account

That the Manager (or the manager's delegate), pursuant to its appointment as manager for the Owners Corporation, is authorised to collect the fees for the Owners Corporation and to operate a bank account (as defined by Section 3 of the Owners Corporations Act 2006) on behalf of the Owners Corporation. It was resolved that a bank account, of the Manager's choice, can be opened, in the name of "OC 906604 – 20 Cannons Avenue, Bonbeach" and that the signatories to the account be the Manager (or the manager's delegate).

ABN Application

It was resolved that the manager obtain an ABN for the Owners Corporation.

Gardener

It was resolved that the manager arrange for the gardens to be maintained as necessary or upon instruction of the chairperson. Visits to be carried out once per month. The manager is to engage a contractor in accordance with the budget provision. The gardener is to be instructed to mow the nature strip and clean up along the common driveway as necessary, with visits being no more than monthly.

Gutter Cleaning

It was resolved that owners shall be responsible to clean their own gutters & downpipes.

Window Cleaning

It was resolved that owners shall be responsible to clean their own windows.

Expenses

It was resolved that in situations where there is uncertainty about who is responsible for some expenses the manager will organise for a tradesperson to attend to and rectify the problem on the understanding that the member will pay the bill if it is deemed to be their responsibility to rectify.

Special Levy

It was resolved that the Manager will strike a special levy if expenses for emergency repairs and maintenance have not been budgeted for.

8. Budgets**Administrative Fund Contributions:**

Category	Amount
Body Corporate Manager - Management Fees	\$1,600
Administrative Fees & Charges - Fixed Disbursements	\$396
Building Insurance	\$5,800
Gardening	\$1,400
Contingency Provision	\$676
Strata Software Subscription	\$70
Public Officer	\$133
Managers Insurance Report	\$165
Total Budget Costs	\$10,240

Administrative Fund Contributions:

It was resolved that the contributions be set at \$10,240 (Unit 1 \$2,534.40, Unit 2 \$2,419.20, Unit 3 \$2,419.20 and Unit 4 \$2,867.20) per annum to commence on the 1st August 2025; and that the contributions be paid in advance in quarterly instalment/s, the first instalment being due on 1st August 2025 and will continue at the same rate and basis until changed by a resolution of the Owners Corporation at a General Meeting.

9. Penalty Interest on Arrears

It was resolved to charge penalty interest on monies owed by a member to the Owners Corporation after the due date as set out under Section 29(1) of the Owners Corporation Act 2006.

Note that the rate of interest charge must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rate Act 1983.

10. Recovery of money owed

It was resolved to delegate to the Manager authority to seek arrears (recovery of outstanding fees) through the engagement of a debt collection company and that costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of Owners Corporation Act 2006 Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the manager and all legal fees incurred as a result of the failure to pay levies, fees and charges due.

Note: Ace Body Corporate Management (Balwyn / Essendon)'s debt collection policy is available upon request.

11. Manager

It was resolved that the Owners Corporation appoint Ross & Sons Investments Pty Ltd trading as Ace Body Corporate Management (Balwyn/Essendon) as Manager of the Owners Corporation for a period of 3 years; and

That Robby Green on behalf of Divergence Investments Pty Ltd ATF Barad Unit Trust who is the owner of all lots (1, 2, 3,& 4) sign the standard document Owners Corporation Victoria Contract of Appointment; and

the Owners Corporation and the committee delegate to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment; and

the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the Owners Corporation) arising out of any default or breach by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulation 2007 or the Rules of the Owners Corporation.

12. Next Meeting

It was resolved that the next AGM of the Owners Corporation will tentative be held on Wednesday the 26th of August 2026 via Zoom commencing at 2.00PM.

13. Meeting Close

There being no further business to discuss the manager thanked all those present for taking the time to attend the meeting and for their contribution towards a positive and productive AGM. The meeting was closed at 1.30PM.

Schedule 2—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.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.

- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided

that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

Owners Corporation Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Residential Strata Insurance

Certificate of Currency



Policy Number: P-030539

Certificate Date

04 June, 2026

Insurer

XL Insurance Company SE (Australia Branch)

ABN: 36 083 570 441

UMR: B0334SC3342025688

Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

Period of Cover

7/03/2026 to 7/03/2027 at 4pm

Insured

OC 906604

Interested Parties

None

Situation

20 Cannes Avenue, BONBEACH, VIC, 3196

Section

Limit/Sum Insured

1. Insured Property

Insured

Building

\$2,200,000

Common Area Contents

Other

Sum Insured

\$22,000

Loss of Rent

\$330,000

Floating Floorboards

Insured

Flood

Insured

Catastrophe Insurance

15%

2. Public or Legal Liability

Insured

Limit of Liability

\$30,000,000

3. Personal Accident

Insured

Death

\$100,000

Total Disablement (per week)

\$1,000

4. Fidelity Guarantee

Insured

Sum Insured

\$100,000

5. Machinery Breakdown

Not Insured

6. Office Bearers Legal Liability

Insured

Limit of Liability

\$500,000

7. Government Audit and Related Covers

Insured

Audit Fees

\$25,000

Legal Defence Expenses

\$50,000

Residential Strata Insurance

Certificate of Currency



Policy Number: P-030539

Appeal Expenses	\$100,000
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Lot Owners Fixtures and Improvements	Insured
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Sum Insured	\$300,000
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Conditions	As Per Quotation, Policy Wording and Endorsements
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BUILDING CERTIFICATE

Building Regulations 2018

Regulation 51 (1)



Certificate Number : JA:WHITL1:536302

Your Reference: 80618836-020-8:92857

Contact: Lynn Whitham

Phone number: 9581 4130

23 May 2026

Property Address: Unit 2 / 20 Cannes Avenue, BONBEACH VIC 3196

Regulation 51(1)

Building Permits issued by the Relevant Building Surveyor for construction on the allotment during the last 10 years are as follows:

Demolition of a Dwelling, Garage & Sheds	Permit No: 39024/5888534026387	Permit Issue Date: 02/09/2021
Council have not received a Final Certificate from the Private Building Surveyor		
Building Surveyor:	Permit Point Building Consultants Pty Ltd	

Construction of (4) D/S Dwellings & Garages	Permit No: 1441/4010871533889/0	Permit Issue Date: 21/01/2022
Occupancy Permit/ Date: 20/03/2025		
Building Surveyor:	Advance Building Strategies Pty Ltd	

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

Residential Notes:

- As of 1 December 2019 all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.
- The Building Regulations also require **Smoke Alarms** to be installed within all residential buildings. Fines or prosecution may result if these legal requirements are not satisfied.
- As of the 11th March 2009 all building works for Class 1, Class 2, Class 3 and associated Class 10a buildings must comply with the **Bushfire protection** requirements of the Building Code of Australia as required by the Building Amendment (Bushfire Construction) Regulations 2018.

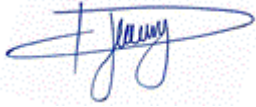
community inspired leadership

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road

1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.



Dimitrios (Jim) Ploumis
Municipal Building Surveyor

BUILDING PERMIT

Building Act 1993

Building Regulations 2018:- Reg 37(1)

Form 2

Permit Number: BS-U 1441 4010871533889/0

Issued to:

Agent of Owner:	Skevos Troumouliaris of Oakmont Construction Pty Ltd
ACN:	661 135 673
Postal Address:	19 Prince Street ESSENDON NORTH VIC 3041
Email:	admin@oakmontconstruction.com.au
Phone:	0411 178 979

Ownership:

Owner:	Robby Green of Divergence Investments Pty Ltd ATF Barad Unit Trust
Address:	201/737 Burwood Road HAWTHORN EAST 3123
Email:	info@buildupcapital.com.au
Telephone:	0419 530 154

Property Details:

Lot:	18
Street Number:	20
Street Name:	Cannes Avenue
Suburb:	BONBEACH
Postcode:	3196
LP/PS:	LP026796
Volume:	08120
Folio:	788
Municipal District:	Kingston City Council

Builder:

Name:	Skevos Troumouliaris of Oakmont Construction Pty Ltd
ACN:	661 135 673
Postal Address:	19 Prince Street ESSENDON NORTH VIC 3041
Email:	admin@oakmontconstruction.com.au
Telephone:	0411 178 979

This builder is specified under Section 24B (4)(a) of the **Building Act 1993** for the building work to be carried out

Natural Person:

Name:	Skevos Troumouliaris
Email Address:	admin@oakmontconstruction.com.au
Mobile:	0411 178 979

Practitioners engaged in the building works:

Practitioner:	Reg Number:	Category/Class:
Skevos Troumouliaris	DB-U 72475	Builder

Practitioners engaged to prepare documents forming part of the application for this permit:

Practitioner:	Reg Number:	Category/Class:
Skevos Troumouliaris	CDB-U 74795	Builder
Douglas A Turnbull	PE0003587	Structural Engineer

Details of domestic building work insurance:

Name of Builder:	Oakmont Construction Pty Ltd
Name of issuer or provider:	Insurance House Pty Ltd
Policy Number:	C811126, C811127, C811128, C811129
Policy cover:	\$1,375,000

Details of relevant Planning Permit (if applicable):

Planning Permit Number:	KP-2016/81
Date of grant of Planning Permit:	12/09/2017

Nature of Building Works:

Storeys contained:	2
Effective height:	6.8m
Version of BCA applicable to permit:	NCC 2019 Volume 2
Cost of building work:	\$1,375,000
Total floor area of new building work in m2:	706m2
Nature of Building Works:	Construction of a Multi-Unit Development (x 4 units)

Building Classification:

Part of Building	BCA Classification
Dwellings (x 4)	1a(a)
Garages (x 4)	10a

Performance Solution

A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of Performance Solution
P2.1.1(b)(i)&(iii) Structural stability - permanent and wind actions;	Scyon Axon Cladding System - was used to determine compliance with the following Performance Requirements of the BCA that relate to this project.
P2.2.2 Weatherproofing - external	

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Regulation number
Relevant Service Authority	Construction of building over an easement vested in the service authority	Reg 130(1)
Council	Point of discharge stormwater	Reg 133(2)

Protection work

Protection work **is not** required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory notification stages are:

Building	Inspections
Construction of a Multi-Unit Development (x 4 units)	• Strip Footings • Pre Slab • Concrete Slab Reinforcement • Framework • Final completion of works

For mandatory inspection bookings listed above please call 8585 3800 or email inspections@buildingstrategies.com.au prior to 4pm weekdays for the following weekday inspection.

OCCUPATION OR USE OF BUILDING

An **Occupancy Permit** inspection is required prior to the occupation or use of this building.

If an Occupancy Permit is required, the permit is required for the **whole** of the building in respect of which the building work is carried out.

Commencement and completion

Building Works must commence by: 21/01/2023

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

This building work must be completed by: 21/01/2024

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under Regulation 59 of the Building Regulations 2018.

PERMIT CONDITIONS:

Description	Requirements:
General:	• The builder named in the building permit must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress. • The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work. • Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor. • All building work shall be carried out in accordance with the Building Act 1993 and

	Building Regulations 2018. - It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works. - Any variation to the approved building permit documentation must be submitted to this office for approval prior to the construction of the variation being carried out. - The substitution of the specified fire-rated products, systems and materials is not permitted - All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public - No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.
Title Obligations:	- It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.) - This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
Owner/Agent Obligations:	It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
Inspections:	The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
Planning / Statutory Authority:	- The owner is responsible for obtaining any planning approvals for building works, complying with obligations under property law, including complying with any covenants, encumbrances, Section 173 Agreements, MCP's as nominated on title. - If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with. Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the owner and builder to ensure compliance prior to construction (eg. Prior to pouring concrete or installation of suspended flooring). A licensed land surveyor is required to be engaged to verify specific finish floor levels and evidence must be provided to the Relevant Building Surveyor prior to the framework commencing.
Frame documentation:	Truss computations & Layout plan (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents

	must be available for inspection purposes. - Floor joist computations & Layout plan (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes. - Bracing/Lintel computations & Layout plans (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes.
Plumbing compliance:	- Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks. Certificates required: - Roof plumbing - Sanitary plumbing - Drainage (below ground sewer) - Drainage (above ground stormwater) - Cold & Hot Water plumbing - Mechanical plumbing (gas heating installation & refrigerated heating & cooling) - Sustainability installation (water tank, solar hot water or recycled water (whichever is applicable)) - During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
Electrical compliance:	Prior to the issue of an Occupancy Permit the builder must provide a certificate of electrical safety - prescribed &/or non-prescribed as applicable.
Waterproofing compliance:	Prior to the issue of an Occupancy Permit the builder must provide a Waterproofing installation certificate - wet area, balconies, etc (where applicable).
Glazing compliance:	Prior to the issue of an Occupancy Permit the builder must provide Glazing installation certificate - windows, balustrades, shower screens etc (where applicable).
Special Conditions:	- Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or Part 3.12 of the NCC (as applicable) Prior to the issue of an Occupancy Permit / Certificate of Final Inspection Certificate the builder must provide Construction Declaration for energy efficiency / Statement of Compliance to confirm that all requirements of the energy rating report have been installed in accordance with the endorsed documents & Building Code of Australia. A plumbing compliance certificate for sustainability installation (water tank, solar hot water or recycled water (whichever is applicable)) to be submitted to the Relevant Building Surveyor - Truss Computations and Layout Plan must be submitted to this office for approval prior to installation. A copy of the approved/endorsed Truss Computations and Layout Plan must be available for inspection purposes.

- The building(s) are to be protected from Termites in accordance with AS 3660.1-2014. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. Prior to the issue of an Occupancy Permit or Certificate of Final Inspection Certificate the builder/owner must provide a Termite Part A & Part B compliance certificates including a sketch of the building showing treated areas in accordance with AS3660.1 2000. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.
- Floor joist design & lay outs to be submitted for approval prior to the frame inspection. A copy of the approved/endorsed Floor joist Computations and Layout Plan must be available for inspection purposes
- Screening is to be installed prior to the occupancy permit being issued - it is the Owners responsibility to ensure this is completed.

Relevant Building Surveyor:

Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	Kingston City Council
Date Permit Issued:	21/01/2022
Date Permit Amended:	04/08/2023
Permit Number:	4010871533889/0

Signature:



FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details	
Lot:	18
Street Number:	20
Street Name:	Cannes Avenue
Suburb:	BONBEACH
Postcode:	3196
LP/PS:	LP026796
Volume:	08120
Folio:	788
Municipal District:	Kingston City Council

Building Permit details	
Building Permit number:	4010871533889/0
Version of BCA applicable to building permit:	NCC 2019 Volume 2

Building details		
Part of Building	Permitted use	BCA Classification
Dwellings (x 4)	Domestic	1a(a)
Garages (x 4)	Domestic	10a

Nature of Building Work
Construction of a Multi-Unit Development (x 4 units)
This Occupancy Permit Relates to Unit 2 20 Cannes Avenue Bonbeach only

Performance Solution	
A Performance Solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:	
Relevant performance requirement	Details of Performance Solution
P2.1.1(b)(i)&(iii) Structural stability - permanent and wind actions;	Scyon Axon Cladding System - was used to determine compliance with the following Performance Requirements of the BCA that relate to this project.
P2.2.2 Weatherproofing - external	

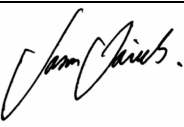
Prescribed Reporting Authorities		
The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
Reporting Authority	Matter reported on or consented to	Regulation number
Relevant Service Authority	Construction of building over an easement vested in the service authority	Reg 130(1)
Council	Point of discharge stormwater	Reg 133(2)

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT:	
Description	Requirements:
Service Connections:	This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable) and all appliances being installed (eg: HWS, cooktop and oven).
Maintenance:	- The owner(s) of the building(s) is responsible for the maintenance of the buildings foundations. Attention is drawn to the CSIRO Building Technology File 18 named '<i>Foundation maintenance and Footing Performance: A home Owners Guide</i>'. - The owner(s) of the building(s) is responsible for maintaining the buildings construction requirement and vegetation to satisfy the Bushfire Attack Level (BAL) of the building permit in accordance with AS3959-2009 – '<i>Construction of buildings in bushfire areas</i>' and in a state which enables them to fulfill their purpose. - The owner(s) of the building(s) is responsible for maintaining the buildings termite barrier(s) in accordance with AS3660.1-2000. (if applicable) - The owner(s) of the building(s) is responsible for maintaining the buildings smoke detectors in a state which will enable them to fulfill their purpose. It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.)
Landscaping:	- All landscaping to ensure the slab's vapour barrier is maintained at the external side of the edge beams. The vapour barrier must extend above the height of any adjacent ground level. - All landscaping must maintain a clearance below the building's damp proof course (i.e. base of weep holes) of 150mm above the adjacent finished ground level; 75mm above the finished paved, concreted or landscape areas that slope away from the building; or 50mm above finished paved, concrete or landscaped areas that slope away from the wall and protected from the direct effect of weather by a carport, verandah or the like

Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

Relevant Building Surveyor:	
Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	Kingston City Council
Occupancy Permit Number:	4010871533889/0
Date Permit Issued:	20 March 2025
Date of final inspection:	11 March 2025

Signature: 

Domestic Building Insurance

Certificate of Insurance

Divergence Investments Pty Ltd ATF Barad Unit Trust

**15 Ellindale Ave
MCKINNON
VIC 3204**

Policy Number:
C811127

Policy Inception Date:
02/08/2023

Builder Account Number:
555357

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C04: Alterations/Additions/Renovations - Structural**

At the property: **Unit 2 20 Cannes Ave BONBEACH VIC 3196 Australia**

Carried out by the builder: **OAKMONT CONSTRUCTION PTY LTD**

Builder ACN: **661135673**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Divergence Investments Pty Ltd ATF Barad Unit Trust**

Pursuant to a domestic building contract dated: **18/07/2023**

For the contract price of: **\$ 330,000.00**

Type of Cover: **Cover is only provided if OAKMONT CONSTRUCTION PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

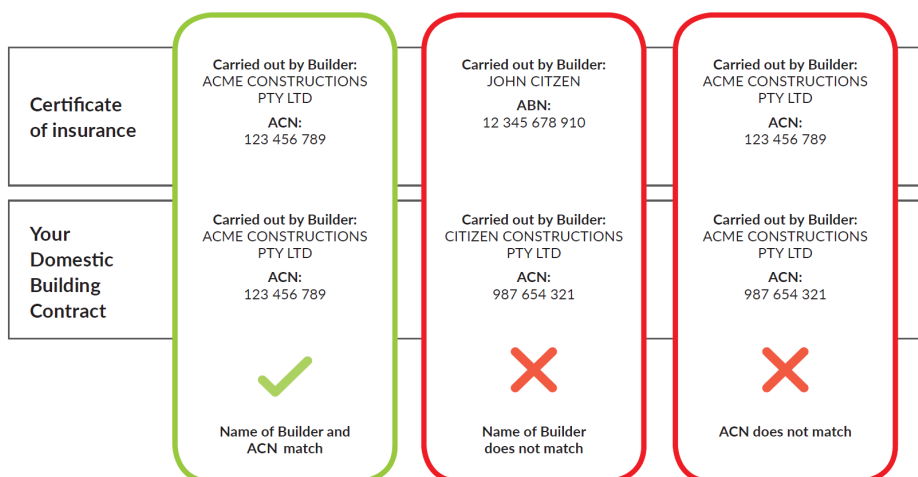
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$4,140.00
GST:	\$414.00
Stamp Duty:	\$455.40
Total:	\$5,009.40

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for





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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Balfe and Webb Lawyers
358A Boundary Road
DINGLEY 3172

Client Reference: 260180 Divergence

NO PROPOSALS. As at the 21th May 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

Unit 2 20 CANNES AVENUE, BONBEACH 3196
CITY OF KINGSTON

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

Date of issue: 21th May 2026

[Vicroads Certificate] # 80618836 - 80618836135054 '260180 Divergence'

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 25 May 2026 05:11 PM

PROPERTY DETAILS

Address: **2/20 CANNES AVENUE BONBEACH 3196**
Lot and Plan Number: **Lot 2 PS906604**
Standard Parcel Identifier (SPI): **2\PS906604**
Local Government Area (Council): **KINGSTON**
Council Property Number: **536302**
Planning Scheme: **Kingston**
Directory Reference: **Melway 97 D4**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

Planning Zones

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

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



NRZ - Neighbourhood Residential

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

Planning Overlays

No planning overlay found

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

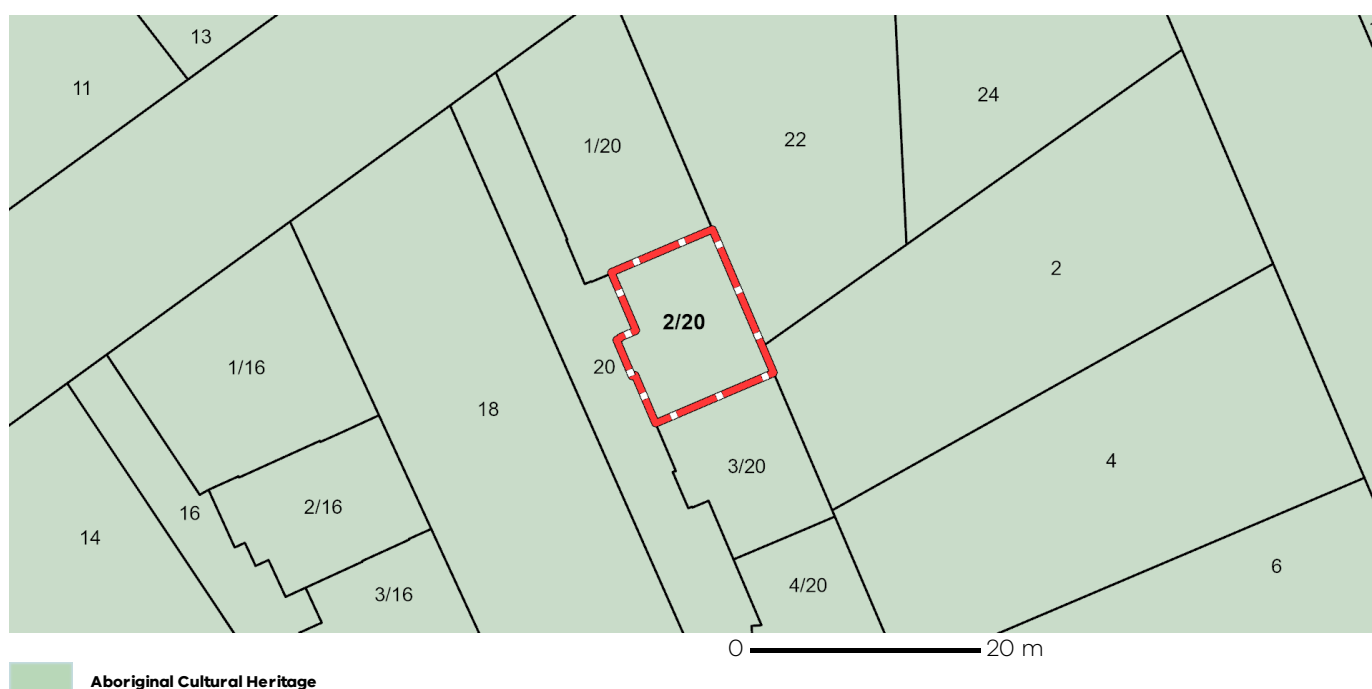
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/gavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 21 May 2026.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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