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Contract of Sale of Land

Property: Unit 5, 11 Towerhill Road, Frankston South, VIC, 3199

AICVIC

Endorsed by the Australian Institute of Conveyancers (Victorian Division)

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LAW INSTITUTE VICTORIA

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../.............../..........

for and on behalf of:

....
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../.............../..........

for and on behalf of:

....
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by ....

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

....
Name of director Signature of director

....
Name of director/secretary Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../................/..........

for and on behalf of:

Troy James Maggs

....
Name of individual Signature of individual

State nature of authority (if applicable):

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../................/..........

for and on behalf of:

Alexandra Claire Williams

....
Name of individual Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by ....

ABN: ....
in accordance with the requirements of s.127

Corporations Act 2001 (Cth) by:

……………………………………………	………………………………………………….
Name of director	Signature of director
……………………………………………	…………………………………………………
Name of director/secretary	Signature of director/secretary

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

Table of Contents

Particulars of Sale

Vendor's estate agent

Name: Obrien Real Estate Chelsea

Address: 463 Neapean Highway, Chelsea VIC 3196

Email: jo.barclay@obrienrealestate.com.au

Tel: (03) 9772 7077 Mob: Fax: Ref:

Vendor

Name: Troy James Maggs and Alexandra Claire Williams

Address: 4 Burswood Close, Frankston South VIC 3199

ABN/ACN:

Email: maggsy.32@hotmail.com, Alexandra.c.williams@gmail.com

Vendor's legal practitioner or conveyancer

Name: Guthrie & Associates (VIC) Pty Ltd trading as Guthrie & Associates

Address: 68 Station Street, Somerville, VIC, 3912

Email: office@guthrieandassociates.com.au

Tel: (03) 5977 6054 Mob: Fax: Ref: HJG:JS: 29306

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
09646 480	5	SP022842X

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 5, 11 Towerhill Road, Frankston South, VIC, 3199

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

All fixtures and fittings of a permanent nature including fixed floor coverings, window furnishings and light fittings as inspected.

Payment

Price $

Deposit $ by (of which $ _ has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General conditions

Contract signing

1. **ELECTRONIC SIGNATURE**

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

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

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

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

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

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

2. **LIABILITY OF SIGNATORY**

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

3. **GUARANTEE**

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

4. **NOMINEE**

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

Title

5. **ENCUMBRANCES**

5.1 The purchaser buys the property subject to –

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

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

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

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

6. **VENDOR WARRANTIES**

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

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

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

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

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

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

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

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

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

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

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

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

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

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

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

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

GUTHRIE & ASSOCIATES

Lawyers

VENDORS STATEMENT

VENDOR:

TROY JAMES MAGGS
&
ALEXANDRA CLAIRE WILLIAMS

PROPERTY:

UNIT 5, 11 TOWERHILL ROAD,
FRANKSTON SOUTH VIC 3199

70 Station Street (Post Box 218) Somerville Vic 3912
Phone (03) 5977 6054 Fax (03) 5977 5170

DX 91204 Somerville

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Unit 5, 11 Towerhill Road, Frankston South 3199	
Vendor's name	Troy James Maggs	**Date** / /
Vendor's signature		
Vendor's name	Alexandra Claire Williams	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

NIL	To	NIL

Other particulars (including dates and times of payments):

NIL

1.3 **Terms Contract**

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

Not Applicable.

1.4 **Sale Subject to Mortgage**

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

Not Applicable.

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

Warning to the Purchaser

It is your (the Purchasers) sole responsibility to check the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before settlement date. It is the Purchasers' responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services if disconnected prior to settlement. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

☒ Vacant Residential Land or Land with a Residence

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

13. ATTACHMENTS

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

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

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

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

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

VOLUME 09646 FOLIO 480

Security no : 124136808866P
Produced 21/07/2026 01:14 PM

LAND DESCRIPTION

Lot 5 on Registered Plan of Strata Subdivision 022842X.
PARENT TITLE Volume 09638 Folio 205

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TROY JAMES MAGGS
ALEXANDRA CLAIRE WILLIAMS both of 4 BURSWOOD CLOSE FRANKSTON SOUTH VIC 3199
AV772631A 23/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV772632X 23/06/2022
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE SP022842X 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 5 11 TOWERHILL ROAD FRANKSTON SOUTH VIC 3199

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/06/2022

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION PLAN NO. SP022842X

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**SP022842X**
Number of Pages (excluding this cover sheet)	**3**
Document Assembled	**21/07/2026 13:14**

PLAN OF STRATA SUBDIVISION	EDITION 3	SP022842X

LOCATION OF LAND

PARISH:	FRANKSTON
TOWNSHIP:	-
SECTION:	4
CROWN ALLOTMENT:	3 (PT)
CROWN PORTION:	-
TITLE REFERENCE:	VOL. 9638 FOL. 205
LAST PLAN REFERENCE:	LOT 1 ON LP201198V
DEPTH LIMITATION:	DOES NOT APPLY
POSTAL ADDRESS:	11 TOWERHILL ROAD FRANKSTON SOUTH 3199

FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT

SURVEYOR'S CERTIFICATE
Surveyor: IAN THOMAS MUIR
Certification Date: 15/04/1985

SEAL OF MUNICIPALITY AND ENDORSEMENT
Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF FRANKSTON on 17/06/1985

REGISTERED DATE: 28/11/1985

PLAN UPDATED BY REGISTRAR IN AN661031Q 03/06/2020

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 6 ARE SINGLE STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 6 IS TEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT. THE LOWER BOUNDARY OF THESE LOTS IS TWO METRES BELOW THAT PART OF THE SITE.

NO LOT IS AN ACCESSORY LOT.

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

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:
MEDIAN: ALL BOUNDARIES

EASEMENT INFORMATION

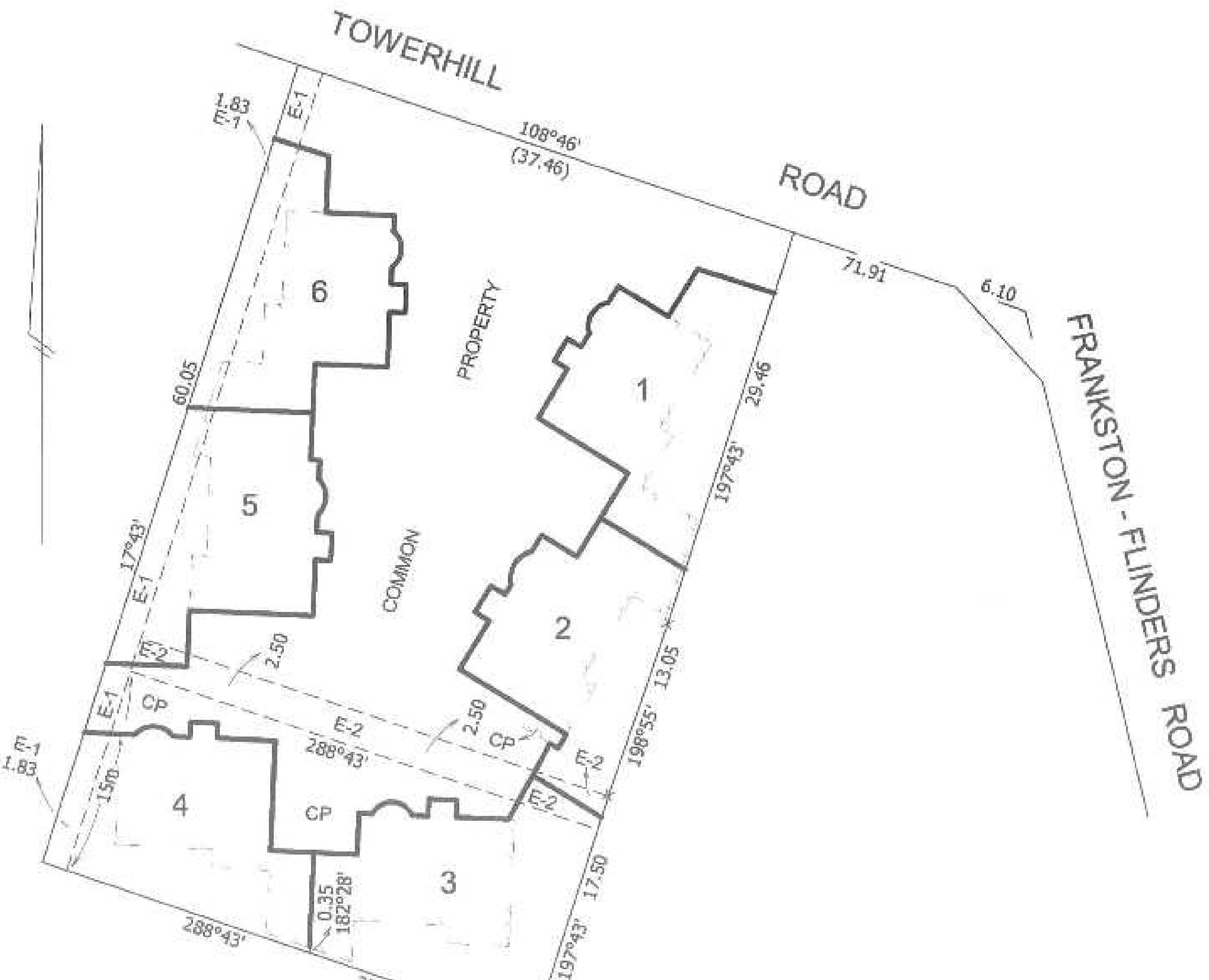
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

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

Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	DRAINAGE	1.83	LP39317	LOTS ON LP39317	LOTS 4 TO 6 & CP
E-2	DRAINAGE	2.50	LP149075B	LOTS ON LP149075B	LOTS 2, 3, 5 & CP

MEASUREMENTS ARE IN METRES

PLAN OF STRATA SUBDIVISION | SP022842X



10 5 0 10 20
LENGTHS ARE IN METRES

MEASUREMENTS ARE IN METRES

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
SP022842X

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		CHANGE OF ADDRESS OF BODY CORPORATE	AB942929B	18/03/2003	2	R.McB
THIS PLAN		PLAN UPDATED	AN661031Q	03/06/2020	3	NC

Department of Transport and Planning

Owners Corporation Search Report

Produced: 21/07/2026 01:14:51 PM

OWNERS CORPORATION
PLAN NO. SP022842X

The land in SP022842X is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 6.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
ACE BODY CORPORATE MANAGEMENT (FRANSTON) 8 DINGLEY AVENUE DANDENONG VIC 3175

AY305379R 16/08/2024

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	30	30
Lot 2	30	30
Lot 3	30	30
Lot 4	30	30
Lot 5	30	30
Lot 6	30	30

Department of Transport and Planning

Owners Corporation Search Report

Produced: 21/07/2026 01:14:51 PM

OWNERS CORPORATION
PLAN NO. SP022842X

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	180.00	180.00

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

Statement End.

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

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

Frankston City

Contact:	Rates & Valuations Department	Cert No:	132165
Telephone:	1300 322 322		
		Issue Date:	21-Jul-2026

Assessment no: 00214013

Property Owner (as recorded by Council): Troy James Maggs and Alexandra Claire Williams

Applicant's Name	Landata	Effective Date of Valuation Prescribed Date of Valuation	01-Jul-2026 01-Jan-2026
Applicant's Address	Level 1 2 Lonsdale Street MELBOURNE VIC 3000	Site Value Capital Improved Value* Net Annual Value	$320,000 $600,000 $30,000
		***This Council uses Capital Improved Value (CIV) for rating purposes**	

Applicants Ref: 81277707-001-4:95829

Title Particulars:	Lot 5 SP 22842 CT-9646/480
Property Description	**5/11 Towerhill Road, Frankston South 3199**
AVPCC	120 - **Single Strata Unit/Villa Unit/Townhouse**

CURRENT RATES AND CHARGES LEVIED 1st July 2026 to 30th June 2027		
CURRENT General Rates & Charges Emergency Services Volunteer Fund Waste Service Charge	**CHARGES** $1,360.25 $242.80 $510.50	**TOTAL LEVIED $2,113.55**
ARREARS General Rates & Charges Emergency Services Volunteer Fund Waste Service Charge	**CHARGES** $0.00 $0.00 $0.00	**SUB-TOTAL ARREARS $0.00**
Arrears Legal Costs/Charges		$0.00
Legal Costs/Charges		$0.00
Interest on Current Rates to:		$0.00
Interest on Arrears of Rates to:		$0.00
PAYMENTS RECEIVED		$0.00
PENSION REBATE		$0.00
PROPERTY DEBTS (A separate update is required for any property debt charges)		$0.00
OTHER CHARGES (A separate update is required for any other charges)		$0.00
Total Outstanding Any outstanding balance may be subject to interest and/or legal action, please contact this office prior to settlement. **Payment due dates:** Instalment 1 – 30/9/2026, Instalment 2 – 30/11/2026, Instalment 3 – 28/2/2027, Instalment 4 – 31/05/2027		**$2,113.55** BPAY **BILLER CODE: 1966** **REFERENCE NO: 00214013**

Additional information overleaf

LAND INFORMATION CERTIFICATE

LOCAL GOVERNMENT ACT 1989, SECTION 229

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

Contact: Rates & Valuations Department
Telephone: 1300 322 322

Cert No: 132165

Issue Date: 21-Jul-2026

ADDITIONAL INFORMATION

Shaun Snelson
Authorised Officer
Date: 21-Jul-2026

I acknowledge having received the sum of $31.40 for this certificate.

Please note:

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

Local Government (General) Regulations 2020

Part 6 - LAND INFORMATON CERTIFICATE

Section 13. - Prescribed information

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

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

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Guthrie and Associates
E-mail: certificates@landata.vic.gov.au

Statement for property:
FLAT 5 LOT 5 11 TOWERHILL ROAD
FRANKSTON 3199
5 SP 22842

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51L//10914/64	LANDATA CER 81277712-001-6	21 JULY 2026	52672609

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	01/07/2026 to 30/09/2026	$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	$32.64

(b) By South East Water

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

- 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.
- 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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

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.

AUTHORISED OFFICER

Salew

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

South East Water

ASSET INFORMATION - SEWER & DRAINAGE

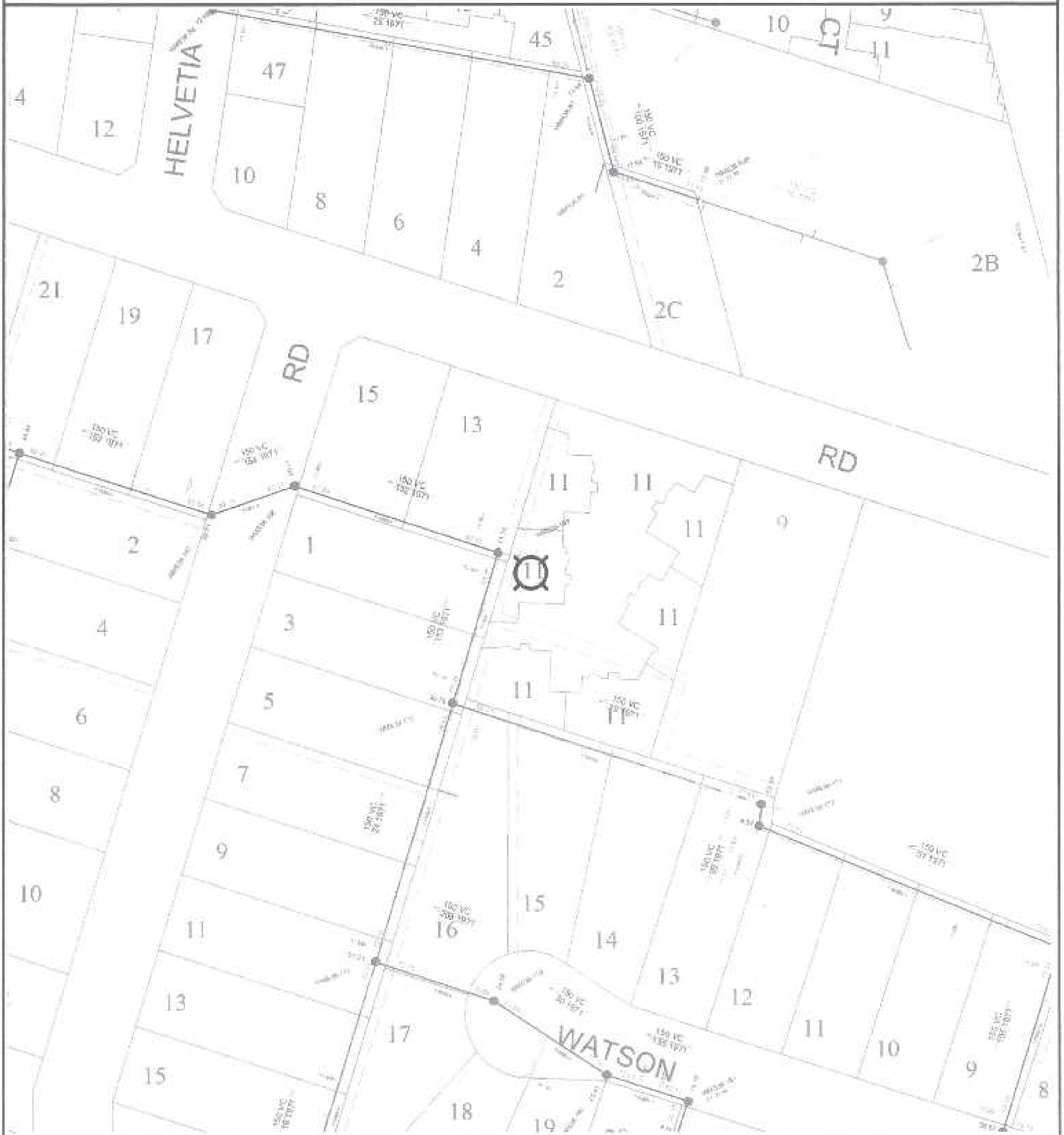
N

Property: Lot 5 FLAT 5 11 TOWERHILL ROAD FRANKSTON 3199

Case Number: 52672609

20 0 20 40
Scale in Metres

Date: 21JULY2026



<u>WARNING</u>: 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	225 VC 280 MOR 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.

South East Water

ASSET INFORMATION - WATER

Property: Lot 5 FLAT 5 11 TOWERHILL ROAD FRANKSTON 3199

Case Number: 52672609

Scale in Metres (20 0 20 40)

Date: 21JULY2026

N

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LEGEND

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

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

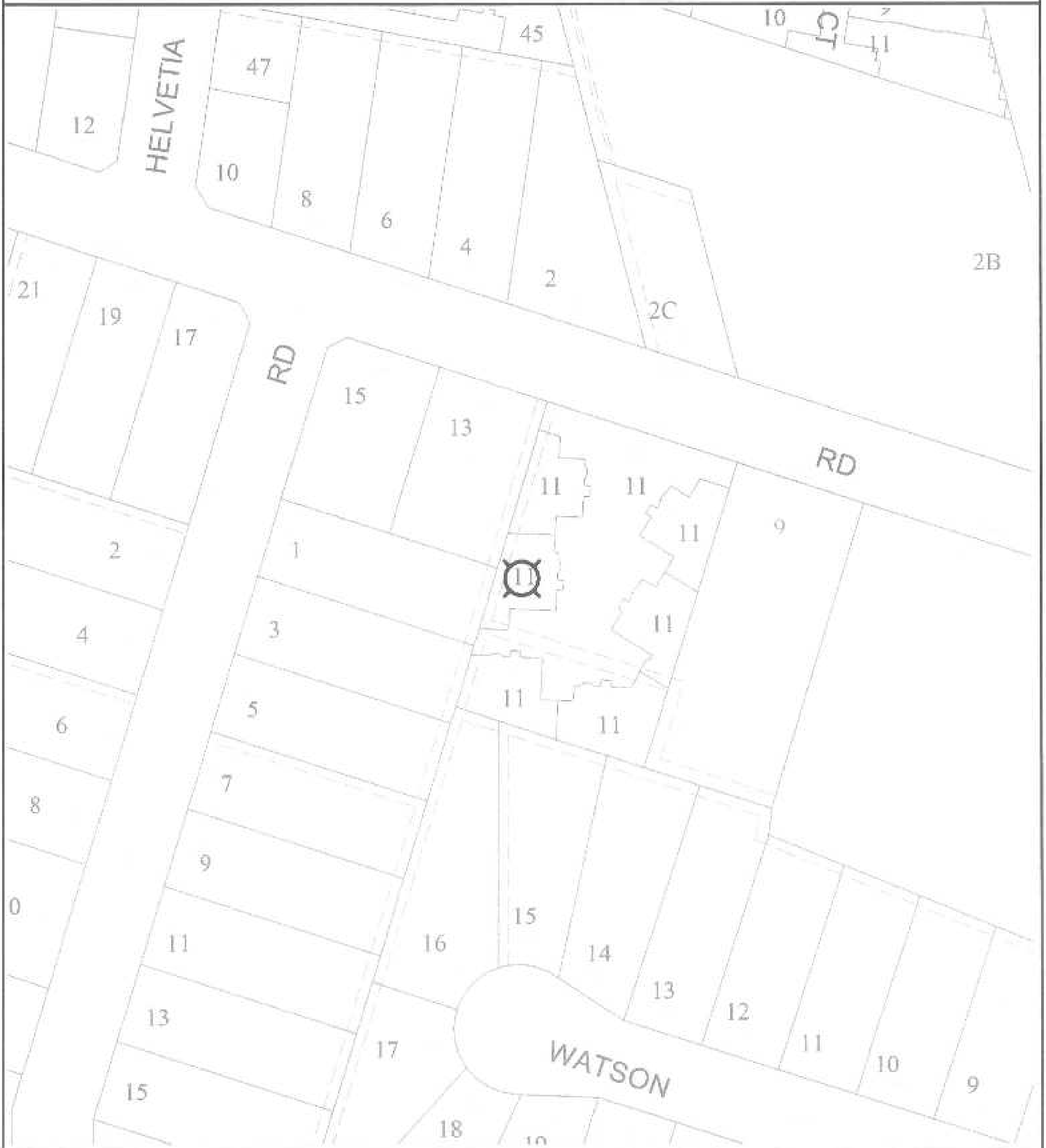
Property: Lot 5 FLAT 5 11 TOWERHILL ROAD FRANKSTON 3199

Case Number: 52672609

20 0 20 40
Scale in Metres

Date: 21JULY2026

N



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LEGEND

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

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 23rd July 2026

1. OWNERS CORPORATION DETAILS

Plan Number:	SP 22842X
Address of Plan:	11 Towerhill Road FRANKSTON 3199
Lot Number this statement relates to:	5
Unit Number this statement relates to:	5
Postal Address	PO Box 1123 Hartwell Victoria 3124

2. CERTIFICATE DETAILS

Vendor:	Troy James Magg & Alexandra Claire Williams
Postal Address for Lot 5	4 Burswood Close Frankston South Victoria 3199
Purchaser:	
Person requesting Certificate:	InfoTrack Pty Ltd
Reference:	
Address:	
Fax:	
E-mail:	

3. CURRENT ANNUAL LEVY FEES FOR LOT 5

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 5 are **2,380.00 per annum** commencing on 1 September 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/25 to 30/11/25	580.00	04/09/25	Paid
01/12/25 to 28/02/26	600.00	04/12/25	Paid
01/03/26 to 31/05/26	600.00	04/03/26	Paid
01/06/26 to 31/08/26	600.00	04/06/26	Paid

Maintenance Fund

The annual maintenance levy fees for Lot 5 are **30.00 per annum** commencing on 1 September 2025. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/25 to 30/11/25	30.00	04/09/25	Paid

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 23rd July 2026

For Plan No. SP 22842X - Lot 5

4. CURRENT LEVY POSITION FOR LOT 5

Fund	Balance	Paid To
Administrative	0.00	31 August 2026
Maintenance Fund	0.00	30 November 2025
BALANCE	**0.00**	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 5.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 5 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 23 July 2026:

Account / Fund	Amount
Administrative Fund	11,118.00
Maintenance Fund	193.60
TOTAL FUNDS HELD AS AT 23 JULY 2026	**$11,311.60**

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy	
Policy No.	HU0006141105
Expiry Date	10-February-2027
Insurance Company	CHU Underwriting
Broker	Resolute Property Protect Pty Ltd
Premium	4540.60

Cover Type	**Amount of Cover**
Damage (i.e. Building) Policy	$2,300,000
Excess buy-down	$2,000
Loss of Rent	$345,000
Office Bearers Liability Insurance	$5,000,000
Property, Death and Injury (Public Liability)	$30,000,000
Voluntary Workers Insurance	$300,000/$3,000

9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
10/12/2012	Ace Body Corp (F'stpn)	Current	Contract of Appointment for administration of owners corporation

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
			Current	
			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	
30/09/2012			Current	

13. NOTICES, ORDERS OR LEGAL PROCEEDINGS

The owners corporation currently has no orders, notices or legal proceedings served in the last 12 months that have not been satisfied

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	Ace Body Corporate Management (Frankston)
ABN / ACN:	8988041127
Address of Manager:	PO Box 1123 Hartwell Victoria 3124
Telephone:	97752202
Facsimile:	
E-mail Address:	admin@frankston.acebcm.com.au

17. ADDITIONAL INFORMATION

Nil.

SIGNING

The common seal of Plan No. SP 22842X, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.

Registered Manager

Full name: Nalean Sen
Company: Ace Body Corporate Management (Frankston)
Address of registered office: PO Box 1123
Hartwell Victoria 3124

23/07/2026

Date

BODY CORPORATE STRATA PLAN No. 22842
THE COMMON SEAL OF

Common Seal
of Owners Corporation

Ace Body Corporate Management (Frankston)
Phone: 03 9775 2202
Email: frankston@acebodycorp.com.au
Postal: PO Box 1123, Hartwell, 3124 VIC
ABN: 89 880 411 527
Professional Personal Service www.acebodycorp.com.au

InfoTrack Pty Ltd

23rd July 2026

Dear InfoTrack Pty Ltd

Re: OWNERS CORPORATION CERTIFICATE - LOT 5, PLAN NO. SP 22842X

In response to your request, we now attach an Owners Corporation Certificate for Lot 5 in Plan No. SP 22842X dated 23rd July 2026. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

(a) A copy of the Rules for this Owners Corporation;

(b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and

(c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at admin@frankston.acebcm.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

Registered Manager

Full name: Nalean Sen
Company: Ace Body Corporate Management (Frankston)
Address of registered office: PO Box 1123
Hartwell Victoria 3124

23/07/2026

Date

Ace Body Corporate Management (Frankston)
Phone: 03 9775 2202
Email: frankston@acebodycorp.com.au
Postal: PO Box 1123, Hartwell, 3124 VIC
ABN: 89 880 411 527

Professional Personal Service www.acebodycorp.com.au

MINUTES OF ANNUAL GENERAL MEETING

For 11 Towerhill Road, Frankston South - Plan No. SP 22842X

Location of meeting:	Zoom Online Meeting
Date and time of meeting:	23 September 2025 @ 4.00 p.m.
Meeting chaired by:	Nalean Sen
Meeting start time:	4.09 p.m.
Meeting finish time:	5.48 p.m.

Attendance

The following owners were represented at the meeting:
Unit: 2 Lot: 2 Owner: Simone Cusack
Unit: 3 Lot: 3 Owner: Lynn Weston
Unit: 6 Lot: 6 Owner: Lisa Steinmetz joined at 4.30 p.m.
Apologies received from:
Unit: 4 Lot: 4 Owner: Andrew Morris

Quorum

As more than fifty (50%) percent of lot owners were represented at the meeting, a quorum for ordinary resolutions was declared, and all resolutions passed and effective immediately.

Motions

1.	Appointment of Chairperson for the Meeting	Ordinary resolution	Proposed by: Statutory Motion
	Yes votes: 3	No votes: 0	Abstain: 0 — Carried

Nominations call from the floor naming Chairperson for the meeting as Nalean Sen.

Post meeting note:

2.	Minute Taker	Ordinary resolution	Proposed by: The Chair
	Yes votes: 3	No votes: 0	Abstain: 0 — Carried

Nominations from the floor to appoint a minute taker for the meeting resolved as Veena Sen.

Post meeting note:

3.	Voting - by lot entitlement	Ordinary resolution	Proposed by: Manager - Statutory Motion

That the method for voting be by lot entitlement and *only financial members are eligible to vote.*

Post meeting note:

4.	Voting - show of hands/personal voice recognition	Ordinary resolution	Proposed by: Manager - Statutory Motion

That the method for voting be by face/voice/phone number/email address recognition. Only approved invitees will be permitted to participate in Zoom meetings. **Note**: As per OC ACT 2006 – Sect 89D (1) (a), a person must not vote as a proxy on a resolution on behalf of more than one lot owner.

Post meeting note:

5.	Declaration of Quorum	Ordinary resolution	Proposed by: The Manager

Attendances, either in person or via proxy or teleconferencing represent three members and therefore a quorum is achieved.

Post meeting note:

6.	Adoption of Minutes		Ordinary resolution	Proposed by: Manager - Statutory Motion
	Yes votes: 2	No votes: 0	Abstain: 0	Carried

That the minutes of the last annual general meeting of the Owners' Corporation be accepted as a true and accurate account of the proceedings of that meeting. The minutes of the previous AGM were circulated to all the owners; a copy can be provided again upon request.

Note: Only lot owners who were present (either in person or by proxy) at the previous Annual General Meeting are entitled to vote on the adoption of these minutes.

Post meeting note:

7.	Statement of Accounts	Ordinary resolution	Proposed by: Manager - Statutory Motion

That the Annual accounts be accepted as presented in the statement of accounts. The Manager advises any income to the Owners' Corporation derived other than by means of levies raised may result in a tax return to the Australian Taxation Office. *Any queries about Financial Statements should be submitted to the Manager no later than 72 hours prior to the meeting to allow for clarification. The Manager advises interim water charges are applied by South East Water where water meter charges to individual lots do not tally with water through general meter.*

Post meeting note:

8.	Manager's report		Ordinary resolution	Proposed by: Manager - Statutory Motion
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

That the Manager's report as tabled below, be accepted

Financial

Refer to Annual Financial Statements (attached below)

- Admin Fund opening balance of $3,429.46 and closing balance of $1,266.98 at the end of financial year
- Maintenance/Sinking Fund opening balance of $2,183.60 and closing balance of $13.60 at the end of financial year.
- Funds at the end of 2024-25 were reduced by approx. $4,332
- Admin Fund Income of $17,862.40
  - Transfer of $2,800 from Maintenance/Sinking Fund
  - Levies struck were as per budget of $13,440
  - Debt recovery cost of $147.25 for late levy payments recovered from individual lot owners. Several reminder notices were sent during the year to collect levies. Only Unit2 in arrears of $252 at the time of reporting as shown by Note 8, Annual Financial Report
- Sinking Fund income of $630. Transfer of $2,800 to Admin Fund to fund an urgent project – Rebuild Concrete Pathways. This project involved lots of comms by the OC Management, owners provided the option to vote on 2 options via email as opposed to raising the postal ballot. Owners opted for the option to finance this project by raising a special levy in Admin Fund and transferring funds from Maint->Admin.
- An administration fee is the annual software licence fee paid to Urbanise to house OC's accounts, process levies, etc. ACE Head Office works very closely with the software vendor to review security and compliance with OC data stored on Urbanise. This provides an extra level of protection for all lot owners.
- Consultant O H & S – fee paid to Ebix and OC Management under S2.2 of CoA for vetting of contractors' licence, ABNs, insurances etc. to ensure contractors who work in OC property have proper credentials.

Operational

- No Fencing or other notices were served on Owners Corporations during the year.
- No Formal Complaint Forms were submitted to the Manager during the year.
- No breach Notices or Notice to Rectify were issued during the year.
- No commercial business was conducted by Owners Corporation during the year.
- The Manager holds indemnity insurance of $5,000,000 under S.119 (5) of the Owners Corporations Act 2006. The Manager holds BLA Registration as an Owners Corporation Manager.

Sections 120 to 122 of Owners Corporations Act 2006 duties

Duties below were completed including:

- Building Insurance was renewed
- AGM was convened and conducted with meeting papers and minutes prepared and circulated, including financial statements and budgets.
- Levies were struck and collected levies as per Approved Budget/AGM resolution. Penalties were applied, as required.
- No debt collection procedures were initiated during the year.
- Maintained accounting records and bank accounts for the OC. Receipted income and paid suppliers. Performed bank and account reconciliations as required. Performed usual accounting procedures
- Maintained Owners Corporation Register.
- Respond to emails and phone calls from owners, owner's representatives, contractors, debt collectors, etc., as required.

Insurance Covers - Frankston ACE Body Corporate Management (FABCM)

Below insurance covers taken out as required, all costs covered by FABCM

- Professional Indemnity insurance cover of 5M. Policy MPI0007514 by Chubb
- General and Products Liability Insurance cover of 20M. Policy GA702136287BUSP by Hollard Commercial Insurance
- Cyber and Privacy Liability Insurance. Policy CP-000985-2025 by Upcover
- BLA and ASIC annual renewals, Corporate Member of SCA, Member ID 29772.

Post meeting note:

9.	Committee's report		Ordinary resolution	Proposed by: The Committee - Statutory Motion
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

That the Committee's report as tabled be accepted.

- Nil reported

Post meeting note:

10.	Election of Committee - nominations reviewed		Ordinary resolution	Proposed by: The Manager
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

Nominations for the positions were reviewed and resolved (in writing or from the floor). Please click on Owners Corporation Committees for summary of functions, nominations and immunity of OC Committee members. **The committee have the delegated authority to pass an ordinary resolution to strike an extraordinary fee/special levy unless the cost is more than double the annual fees of the owners corporation.**

Resolution: Persons nominated to form the committee are Simone Cusack, Lisa Steinmetz, Lynn Weston and Andrew Morris (upon acceptance) until the next AGM.

Post meeting note:

11.	Election of Office Bearers		Ordinary resolution	Proposed by: The Committee
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

That the nominations for the positions of Chairperson and Secretary are reviewed and resolved (in writing or from the floor).

Resolution: Chairperson: Simone Cusack was elected as chair until the next AGM.

Post meeting note:

12.	Election of Committee – delegated powers	Ordinary resolution	Proposed by: The Chair

Pursuant to the Resolution of the Owners' Corporation made at the AGM, the Owners' Corporation hereby delegates to the Committee of the Owners' Corporation, all the powers and functions of the Owners' Corporation except:

a) a power or function requiring a special resolution or a unanimous resolution; or
b) giving notice of an annual general meeting or special general meeting; or
c) the power to remove a committee or officer of the Owners' Corporation: or
d) the power of delegation, other than that set out in section 102 of the Owners' Corporation Act 2006; or
e) a power delegated by instrument to the manager of the Owners' Corporation; or
f) a power delegated by instrument to the secretary of the Owners' Corporation; or
g) a power delegated by instrument to the grievance committee; or
h) the power or function to terminate a Manager's Appointment unless so resolved at a general meeting of the Owners' Corporation.
i) Additional exclusions (if any) as attached.

Provided the Committee must not exercise any of the powers and functions of the Owners' Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners' Corporation.

Post meeting note:

13.	Model and Unregistered Rules	Ordinary resolution	Proposed by: The Manager

The Owners' Corporation will be bound by the Model Rules (Owners Corporations Regulations 2018 S.R No. 154/2018, incorporating amendments as of 1 December 2021) under the Owners' Corporation Act 2006. All owners are reminded it is their responsibility toensure all occupiers and tenants are provided with a copy of the Model Rules and all owners, occupiers and tenants are bound by the Rules. Copy of the Model Rules can be obtained by clicking, Model Rules or OC manager can provide a copy on request.

Unregistered Rules

1. The tenant shall comply with all rules outlined by the Body Corporate in this schedule.
2. The tenants shall not park vehicles in the driveway, on lawned areas, or the turning bay in front of Unit 4. The turning bay is for tenants of units 3 and 4 only.
3. Parking is provided for two vehicles per unit, one space being the garage the second space between the garage and the driveway.
4. There is NO provision for Visitor Parking, and their vehicles must be parked outside the premises.
5. The tenants shall not use or allow the premises to be used in such a manner as to cause a nuisance to other tenants or neighbours: eg. Amplified music, revving of motor vehicles, etc
6. REMOVED AT 2024 AGM - The tenant SHALL NOT keep any animal or bird on the premises at ANY TIME.
7. The tenants shall not deposit any rubbish other than in a rubbish bin with a tightly fitted lid.

The bricked rubbish bin receptable situated at the front of the premises is for bins only. Tenants can either store their bin in the receptable or inside their unit boundary, not outside the fence line. Loose rubbish or bagged rubbish is prohibited from being placed in the receptable. Council Health Officers rigorously enforce the Regulation and will prosecute offenders.

Post meeting note:

14.	Dispute Resolution Process and Grievance Reports	Ordinary resolution	Proposed by: The Committee - Statutory Motion
Yes votes: 3	No votes: 0	Abstain: 0	Carried

All lot owners are encouraged to resolve disputes internally without having to go through a formal dispute resolution process to save individual and OC costs. The OC management may be able to assist with establishing contact with the other lot owners. OC Manager to levy alleged Lot owner of repeated offence as per S2.2 of CoA to discourage continued offence, unless advised otherwise by OC Committee. Owners note that any information shared with OC

Management forms part of the OC register which entitles all the members of the OC to view the source and content on request.

Complaints involving personal injury do not fall within the scope of the dispute resolution process under Part 10 of the Owners Corporations Act 2006. If personal safety is at risk, such matters should be reported to the Police immediately. Support may also be sought through the Dispute Settlement Centre of Victoria: https://www.disputes.vic.gov.au/, where you can also apply for a Personal Safety Intervention Order (PSIO) if required.

The following is a guideline for matters to be resolved more formally where other parties may need to get involved. All correspondence associated with below process are "records" of the Owners Corporation and are available to be searched on demand.

1. The Complaint Form is to be filled in and sent to the manager. It is important that it is signed and dated by the complainant. The OC manager notifies the OC Committee of the complaint received. The OC Committee may opt to form the Grievance Committee. In the absence of an OC Committee, the owners' corporation (all lot owners) must be notified of the complaint so a grievance committee can be established. The complainant is informed by OC Management if a grievance committee cannot be established. The OC register must be updated with the complaint received. A fee of $49.75 (GST inclusive) is payable for updating the OC register and processing the complaint form to this stage. This fee is payable by the complainant unless the grievance committee can obtain approval from the OC Committee for this fee to be paid by the OC (all the owners) or the alleged offender.

   Under Section 153 of the Owners Corporation Act 2006, the grievance committee is required to scrutinize the complaint and advise the manager if any action is required to be taken. The Manager informs the complainant if no further action is to be taken, otherwise the manager acts as outlined below.

   The manager writes to the alleged offender and also forwards the formal complaint received. The manager serves a Notice to Rectify Breach, providing 28 days for issue to be rectified. Manager ensures that the notice sent out is trackable via Auspost if postal address is available. The cost of serving this notice is $199 (incl GST). This fee is payable by the complainant unless the grievance committee can obtain approval from the OC Committee for this fee to be paid by the OC (all the owners). Manager to add this amount to the alleged lot owners' ledger, if instructed by the committee.
2. Complainant via the committee can request the manager to send Final Notice to Rectify Breach if the issue is still outstanding after 28 days. The offender will be notified that OC will seek reimbursement of all costs, including legal fees at VCAT.
3. The manager consults the legal team and the committee before proceeding with any legal action. The brief provided by the OC manager is discussed and scrutinized by the legal team and Final Breach Notice is prepared by the OC Manager. The cost to serve the Final Breach Notice and brief the legal team to proceed at VCAT is $248.75 (incl GST). This fee is payable by the complainant unless the grievance committee can obtain approval from the OC Committee for this fee to be paid by the OC (all the owners).

The above guideline and costs have been adopted as per SCA, Strata Community Australia guideline and contract of appointment, schedule 2.2.

References:

Dispute Resolution - General Flow Chart CLP Lawyers July 2025.pdf

Rules and Dispute Resolution - CLP Lawyers July2025.pdf

The following is the Grievance Report received in writing by the Manager prior to the meeting which is to be tabled and to be accepted.

- Nil Reported

Post meeting note:

15.	Termites	Ordinary resolution	Proposed by: The Manager

Yes votes: 0	No votes: 3	Abstain: 0	Defeated

Owners are reminded that units are in a termite prone area and may consider inspection of their private property for the presence of termites. The Manager advises inspection costs; remedial works due to termite damage and/or installation of termite barriers are not covered under the insurance policy. The Manager may invite owners to take part in inspections. Costs to be funded by Extra-ordinary Levy to participating lots. The number of lots participating may affect costs per unit.

Resolution: Termite inspection is not to be obtained. The Manager's advice is notwithstanding. Owners can contact the following termite contractors for their unit inspections:

Supplier	Contact Person	Phone	Email
Rentokil Pest Control	Luke Moore - Senior Termite and Pest Advisor	9944 3300 0404 481 947	luke.moore@rentokil-initial.com
Termites R Us Propest Pest Control	David Wheeler – Operations Manager	9761 7308	admin@propest.com.au
Enviro kill Pest Control	Glen Tooze	0434 673 138	glen@envirokillpestcontrol.com.au
Peninsula Pest Mgt		9786 2000	office@penpest.com.au

Post meeting note:

16.	Insurance – Informed Consent Confirmation	Ordinary resolution	Proposed by: The Manager
	Yes votes: 3	No votes: 0	Abstain: 0 — Carried

Approval of Informed Consent for insurance commission and appointment of broker

Under the Corporations Act 2001, Australian Financial Services (AFS) licensees and their Authorised Representatives who provide personal advice to retail clients regarding general insurance products - including strata and community title schemes - and who receive commissions for those products, are required to obtain informed consent from the client before accepting any commission payments.

That the Owners Corporation:

- Provides informed consent for Resolute Property Protect to act as the insurance broker for the scheme and to request insurance quotations that include commissions in connection with arranging, renewing or varying the strata insurance policy.
- Acknowledges that commissions are calculated as a percentage of the base premium and paid directly by the insurer. For residential strata insurance policies, this commission typically ranges from 0% to 20%. A detailed breakdown of all remuneration will be disclosed in the Insurance Report provided with each renewal or quotation.
- A portion of this commission may be shared with the Managing Agent, who acts as an Authorised Representative of Resolute Property Protect, in accordance with the existing management agreement. The specific amount or percentage of any shared commission will be disclosed in the Insurance Report at the time of renewal or quotation.
- Authorises the Managing Agent to maintain records of this informed consent to ensure compliance with ASIC regulatory requirements.

Post meeting note:

17.	Insurance - Building Valuation &/or Cladding Report	Ordinary resolution	Proposed by: Manager - Statutory Motion
	Yes votes: 3	No votes: 0	Abstain: 0 — Carried

That a Building valuation for insurance be obtained every 3 to 5 years and that the limits of cover are set according to the valuation report.

Valuation History

Date	Insured Property Value	Valuer
Jan 2015	$1,430,000	BIV Reports Pty Ltd
29 Jan 2019	$1,700,000	WBP
20 Jan 2022	$2,090,000	WBP

Current Insurance policy expires on 10 February 2026.
It will be tabled that an insurance valuation is instructed prior to renewal in 2026. *Cost estimate of Building Valuation Report: 1-9 unit $400 plus gst, 10-20 units additional $45 plus gst per unit, 21-49 units additional $40 plus gst per unit; commercial 1-10 unit $900 plus gst*
Resolution: That the Manager obtain an appropriate report to enable the insurer to review and advise whether the current condition of the driveway, has any impact on the cover provided. Manager to investigate whether safety and valuation reports can be combined into one to minimize costs, otherwise only the safety report to be obtained.

Post meeting note:

18. Insurance **Ordinary resolution** Proposed by: The Manager: Statutory Motion (motion with Alternatives)

Yes votes: 3 No votes: 0 Abstain: 0 Carried

The Manager advises the Owners Corporation Act 2006 requires the Owners Corporation to ensure the property is insured for full reinstatement. Failure to do so may be a breach of the Owners Corporation Act and members may be liable for any breach. Refer Part 3 Division 6 Sections 54 and 59.

Standing Direction - The Manager renews the insurance policy without further consultation with the Owners Corporation and/or the Committee at:

a) current level ~~YES/NO~~
b) as per the suggested level YES/NO
c) as per the valuation YES/~~NO~~

Current Insurer:	CHU Residential Strata Insurance
Policy number:	HU0006141105
Renewal date:	10 February 2026
Building Sum insured:	$2,300,000
Loss of Rent/ Temporary Accommodation:	$345,000
Volunteer workers:	$300,000/$3,000
Legal Liability:	$30,000,000
Office Bearers Legal Liability:	$500,000
Excess: (see policy wording)	$2000

Insurance Claims History:

Date	Description	Amt Paid out	Insurer
05/12/21	Unit 2 – Burst Pipe in bathroom	$2,085	Axis
21/09/22	Unit 1- Damage to walls and doors	$3,070	Axis

Note:

1. Refer to published here for OC obligations regarding insurance.
2. Insurance exists to protect your assets and to reduce your financial exposure and as it is a requirement that all Owners Corporations take out reinstatement and replacement insurance for all buildings and fixtures on the common property and Lots where the building is located above or below common property, a reserve or a Lot.
3. All Lot owners are covered by the Owner's Corporation's insurance policy. However, where an insurance policy has an excess, the claimant is liable to pay for that excess when making a claim.

Resolution: That the Building Sum insured be renewed by the Manager with further consultation with the Owners' Corporation committee. Committee requests quotes prior to making final decision.

Post meeting note: Question was raised about the legal implication of the state of the driveway. An issue raised at the 2024 AGM.

<u>2024 Resolution</u>: Manager to investigate with the Insurer/broker if there are any legal implications with the current state of driveway. Manager to advise the committee once a response is received. It is possible a safety audit may need to be obtained.

<u>The manager provided the following information to the OC committee on 1 October 2024</u>.

From an insurance perspective, if there was to be loss or injury occurring in the common area driveway, the insurance policy currently insured with Axis Underwriting will likely respond to this as the policy offers cover for public or legal liability to the value of $30,000,000.

However, if it is found by the insurer that the loss or injury was caused by a known defect / safety issue, i.e. potholes, loose stones, uneven or slippery surface due to moss growth, this may be to the detriment of the insured. Axis Underwriting may potentially not honour the claim if loss is resulting from a known defect.

As is the case with buildings, I would recommend the maintenance and upkeep of the common areas is kept up-to-date to minimise potential defects and subsequent risks.

Kind regards,

Resolute. PROPERTY PROTECT Mick Gheorghiu | Account Broker

<u>2025 AGM Resolution</u>

That the Owners Corporation Manager obtain an appropriate report to identify any potential common property rectification works required, with particular focus on the driveway. The purpose of this report is to ensure members of the Owners Corporation are fully informed of necessary maintenance and to minimise the risk of any future insurance claims being rejected due to inadequate common property upkeep.

19.	Insurance - Office Bearers	Ordinary resolution	Proposed by: The Manager

That the policy continues to include Office Bearers Legal Liability cover. The insurer advises members of the Owners' Corporation are considered office bearers of the Owners' Corporation. The insurer advises committee members are considered office bearers of the committee. The policy conditions do not differentiate.

Post meeting note:

20.	Insurance - Authority	Ordinary resolution	Proposed by: The Manager

That members are given the authority for members to undertake property maintenance on the common property in a safe manner and within the owner's capability. **OC Members are to seek approval from the owners' corporation prior to working on common property.**

Post meeting note:

21.	OH&S	Ordinary resolution	Proposed by: The Manager
Yes votes: 3	No votes: 0	Abstain: 0	Carried

The Owners' Corporation has reviewed the safety of the workplace and agrees there are no hazards to its knowledge. Members are reminded the Owners' Corporation has an obligation to maintain common property in a safe condition and any health or safety risk identified on common property must be reported to the manager for appropriate action.

- *It is recommended by the Manager to obtain a Safety Audit for the common property. Cost estimate - $300.*
- *RCD – It is a requirement that safety switches/circuit breakers are tested by electricians every 2 years. Circuit breakers protect the electrical system and RCDs protect people. Circuit breakers detect overloads and cut power to prevent damage to wiring. RCDs detect current imbalance caused by current flowing somewhere they shouldn't (like into a person) and cut the power to prevent electrocution. The current approx. cost is $165.00 plus GST.* ***RCD retest is due in 2027.***
  RCD Inspection and Test Record

Date	Electrician	Comments
10 Nov 2022	*Gillard Electrical*	*Public Light and power circuit have been disconnected from supply. Public lighting is no longer in use. All other aspects of installation are in satisfactory condition.*
10 Aug 2025	*Gillard Electrical*	*Replace heads for 3 x bollard lights* *Replace 1 x front gate light* *Replace existing non-compliant switchboard with new switchboard* *Install public lighting circuit on RCBO to comply with current standards* *Install timer switch for public lights* *Reconnect, test and commission public lights* *Electrical inspection for switchboard* *Lodge electrical safety certificate*

Note: Public lights are located in the garden bed under the window of unit 2, near unit 1 and 6, underneath the switchboard at Unit 5 and 2 external lights at the front gate.
Information: Reported at 2024 AGM - A recent investigation by the electrician in one of the lots found low voltage to 11 Towerhill Rd. The voltage should be 240 but the output to units is around 215 - 217, which is outside the recommended voltage. The electricity company (possibly United Energy) is investigating the matter at present.

As required under the Building Act 1993 Specification C34, each individual owner is responsible for the maintenance and reporting on Essential Services that are within or belong to the individual unit holder. In accordance with this regulation each unit holder is notified of their responsibility to maintain any Essential Safety Measures within their lot to the correct Australian Standards and that approved smoke detector/s have been installed and are checked regularly to see they are in working order and new batteries installed. Hard-wired smoke detectors require batteries. Smoke detectors have a recommended lifespan of 10 years and owners should consider replacing them thereafter.

Under Occupational Health and Safety Section 4.6 all buildings built prior to 1990 may have asbestos. It is recommended that the common property be inspected by a recognised professional and a report obtained. Any asbestos detected to be sampled, tested, identified and an asbestos register be installed at the property and maintained. All owners are recommended to ensure their lot is inspected, sampled, tested, identified and an asbestos register be installed and maintained particularly if their lot is commercial and built before 1990.

- *It is noted that the property was constructed circa 1985 and may contain asbestos. The manager recommends obtaining an Asbestos report and if Asbestos is found then the areas are appropriately labelled and a register kept on premises. The manager also recommended that owners should consider obtaining an asbestos report prior to conducting renovations.*

Note:

1. It was suggested at the AGM 2021 to obtain an Asbestos Report this financial year.
2. In 2022, Unit 2 reported Asbestos was removed from the bathroom and kitchen.
3. It was resoluted at the 2023 AGM that owners consider obtaining an asbestos report prior to conducting renovations.

Any request for a quote sent from ACE software automatically includes a copy of the Asbestos report, if an Asbestos assessment has been conducted and recorded.
*See explanatory notes schedule attached.

The external lighting at unit 5 and the front by the letter boxes are working. Both units 1 & 2 lights are currently not illuminated. The Electrician re-attended to test lighting after energisation. He found the voltage was fine (230-240V). Unfortunately, the RCD keeps tripping intermittently when the lights turn on. He narrowed it down to the bollard lights - most likely one of the front 2 units. He split the circuit so that the front gate bunker light and the back bollard light were working. Liam believes there is a wiring issue with the bollard lights that require further investigation which was outside of the original scope. The lights are partially run underground, and it may not be possible to run new wires through the existing conduit. To attend and investigate further it would cost $195+GST and if he could fix it by re-wiring or repairing on the day it would cost no more than $600+GST. He will advise if further work is required on the day.

2025 AGM Resolution: It was resolved to have the lights in front of Units 1 and 2 repaired. Simone will obtain a comparative quote. Committee will review and advise the manager regarding work order. $1000 has been added to this year's budget to cover the cost.

Post meeting note:

22.	General Maintenance and Repairs	Ordinary resolution		Proposed by: The Manager
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

Major works complete:

- Driveway Lights were repaired but still require work.
- New concrete Pathways to Units 1, 3, 4, 5 and 6.
- Common Toilet Repaired with new gutter and downpipe, lock, door (painted) and frame.

The following issues were tabled:

Garden maintenance

- A new gardener, VIP Home Services, has been appointed. Scope of work:

Regular mowing - $110 incl. gst. Frequency - 2 weekly, monthly in Jun, Jul, Aug, Sept. total 20 services/year, mulch mow and use of resident's green bin if needed.

Quarterly Prune or 6 monthly – members to vote. $375 including gst. Trim bushes/shrubs and trees in the common garden and trees at the front of the property so they are trimmed in accordance with council (height) requirement and not hang over the council footpath, creating a safety hazard.

Resolution: Feedback to the gardener that the lawns and gardens are looking very tidy.

General Maintenance

- New Scheme Colour Palette requires completion – OC committee to complete.
- Installation of "No Parking" sign on the turning bay as some tenants are using this area as a parking spot.
  Discussion: 2 x "No Parking" sign with arrows in Aluminium will be required. One sign with a left arrow and one with a right arrow is needed. The cheapest option is to order them online. The OC can reimburse the member making the purchase. The gardener can be engaged to attach the sign to the fence.
  https://www.safetysigns.com.au/collections/no-parking-signs/products/road-parking-no-parking
  Resolution:
  1. The committee will investigate an appropriate "No Parking" sign. Lisa will order the signs once approved by the committee. The manager will reimburse Lisa upon presentation of a receipt. Once the sign is obtained by the committee, the manager to request the gardener to install at a location, approved by the committee. .
  2. A second letter is to be sent to the owner and agent of Lot 5 to their tenants reminding them of the by-laws regarding parking in the turning bay with a warning that should they continue to park in the turning bay the OC will issue a breach notice.
- Screen fence to hide the residential bins – tabled for 2026.

Gutters and downpipes

Annual cleaning is the responsibility of each owner. Owners are urged to maintain gutters in good repair to minimise deterioration which may impact on insurance in case of water inundation.

Owners may contact the following suppliers for gutter cleaning:

Supplier	Phone No.	Email
UrbanVac Gutter Cleaning – Harjeet Singh	0481 107 107	info.urbanvac@gmail.com
Red Hot Plumbing – Matt Bennett	0438 065 345	admin@redhotplumbing.com.au
Gutter Wiz – Jeff Wright	0411 314 104	jeff@gutterwiz.com.au

Stormwater drains

It is recommended that the gardener remove light debris and report obstructions. To be re-done.

Maintenance Contractors

From time-to-time owners call in a tradesman to perform work in common area without first checking the ACE BCM. We have a comprehensive list of contractors to send for all regular tasks, and all of these have been authorized by Ebix Pty Ltd which verifies that all their required insurance and accreditations are in place. Should any of you choose a contractor whose documentation has not been established as satisfactory, we must go through the approval process, which often takes several weeks, before the contractor can be paid. The delay usually generates considerable angst from the contractor. The process is followed to protect all owners against risks associated with the use of unqualified or uninsured tradesmen. PLEASE NOTE: SHOULD AN OWNER INSTRUCT A CONTRACTOR WHO IS LATER FOUND TO BE UNINSURED OR UNQUALIFIED IT IS POSSIBLE THAT THE OWNER WILL BE PERSONALLY LIABLE FOR THE COST INCURRED.

Priority One, whose details are shown below, can be used at any time but because they maintain available contractors 24 x 7, they do cost more.

Priority One - Emergency after hours maintenance

In the case of emergency maintenance to the common property, please call Priority One on 1300-148-473. This service may be used for maintenance for private property; however, **OWNERS SHOULD CLARIFY COSTS PRIOR TO THE CONTRACTOR ATTENDING.** This is a 24-hour service and penalty rates and call out fees may apply. Owners will be responsible for excess due on insurance claims for works to private property **OR THE WHOLE COST OF THE CONTRACTORS INVOICE IF AN INSURANCE CLAIM IS NOT ACCEPTED BY THE INSURANCE COMPANY.**

Post meeting note:

23.	Administration Fund Levy	Ordinary resolution	Proposed by: Manager - Statutory Motion
Yes votes: 3	No votes: 0	Abstain: 0	Carried

That the proposed Administration Fund budget as circulated be adopted and that the levy period, due date and amounts based on lot liability are as follows:

Financial Year Period: 1st Sept to 31 August

Levy periods commence 1st Sept, 1st Dec, 1st Mar and 1st June. Levies are payable in advance each quarter.

Considerations for Proposed Budget 2025-26

1. Annual Building insurance premium renewal on 10 Feb, payable after the second levy gets raised for the current financial year. The first quarterly levy has already been raised for the current financial year.
2. An interest-free loan, payable within the financial year, is arranged at a cost of $298.50 (incl GST), if an outstanding invoice cannot be paid due to lack of funds in the OC trust fund. In certain circumstances, manager may be able to raise a Special Levy as opposed to obtaining a loan at a cost of $49.75 (incl GST)
3. Garden/Lawn Maintenance = $2,100 allocated. Owners to advise
4. Building Insurance Premium. Projected insurance allowance of 10% increase = $6 492
5. Minor Building Maintenance = $1 800 allocated. Owners to advise allowance for stormwater drainage etc
6. OC Management and Disbursement Fees. As per SCA Contract of Appointment Clause 2.4, manager to increase fee annually by 5% or AWOTE index whichever is the greater

Admin Fund Income and Expenditure History

2019-20 Starting Balance = $3 406, Income = $ 6 774, Expenditure = $ 6 497 (Insurance = $ 2 939)
2020-21 Starting Balance = $3 683, Income = $ 7 744, Expenditure = $ 6 837 (Insurance = $ 3 235)
2021-22 Starting Balance = $4 591, Income = $ 7 742, Expenditure = $ 7 828 (Insurance = $ 4 155)
2022-23 Starting Balance = $4 504, Income = $ 21 012, Expenditure = $24 733 (Insurance = $4 983)
2023-24 Starting Balance = $783, Income = $ 11 950, Expenditure = $9 304 (Insurance = $5 675)
2024-25 Starting Balance = $3 429, Income = $17 862, Expenditure = $20 024 (Insurance = $5 902, 4 pct)
2025-26 Starting Balance = $1 266

Proposed 2025-26 Levies to be Raised (rounded)

2025-26 Projected Expenditure = $ 12 760

Proposed levy to rise in 2025-26 is same as previous quarters which will raise a total of $13 920 (4 x $3480)

Proposed Admin Fund Levy as follows:

- Sept 25 = $3 480 (levied, $580 by 6 Lot owners)

- Special Levy. Owners consider that Funds at the end of 2024-25 reduced by approx. $4,332. Starting balance used to be in excess of starting balance but no longer the case. OC will struggle to pay the strata building insurance invoice on 10 Feb 2026. Owners may consider raising a special in excess of $4,332 to build a sufficient buffer so the starting balance gets to the level as before.
- Dec 25 = $3 480 (Proposed, same as above)
- Mar 26 = $3 480
- Jun 26 = $3 480

Resolution: Managers' proposed budget as above is not passed. Additional expenses to add are 1. Electrical $1000 (Motion 21) and Valuation and/or Safety Report

A special levy of $4320 is to be raised asap so sufficient funds are collected to pay the insurance premium in February 2026. The amended quarterly levy is to be $600/lot/qtr.

Approved Admin Fund Levy as follows:

- Sept 25 = $3 480 (levied, $580 by 6 Lot owners)
- Special Levy = $4,320 ASAP ($720 by 6 Lot owners)
- Dec 25 = $3 600 (Approved, $600 by 6 Lot owners)
- Mar 26 = $3 600
- Jun 26 = $3 600

Post meeting note:

24.	Sinking/Maintenance fund Levy	Ordinary resolution	Proposed by: Manager - Statutory Motion
Yes votes: 0	No votes: 3	Abstain: 0	Defeated

Levy periods coincide with Administration Fund Levy payments to ensure that only one levy payment request is received by lot owners each quarter. The Levy Notice itemizes the payable amount for Administration and Maintenance funds and shows the total amount payable.

Previous Finance Year Summary – Maintenance Fund (rounded)

2019-20 Starting Maintenance Balance = $2 444, Income = $ 466, Expenditure = Nil
2020-21 Starting Maintenance Balance = $2 910, Income = $ 387, Expenditure = Nil
2021-22 Starting Maintenance Balance = $3 297, Income = $ 360, Expenditure = $1 104
2022-23 Starting Maintenance Balance = $2 553, Income = $ 360, Expenditure = $1 000 (trf to Admin Fund)
2023-24 Starting Maintenance Balance = $1 913, Income = $270, Expenditure = Nil
2024-25 Starting Maintenance Balance = $2 183
2025-26 Starting Maintenance Balance = $13

Proposed Maintenance/Sinking Fund Levy as follows:

- *Sept 25 = $180 (levied, $30 by 6 lots)*
- *Dec 25 = $180 (proposed, same as above)*
- *Mar 26 = $180*
- *Jun 26 = $180*

Proposed Total Annual Levy = $720

Resolution: The managers proposed sinking fund budget is not passed. Maintenance fund levy is not to be collected this financial year, given the admin fund special levy which needs to be raised this year. Owners resoluted to consider raising the Sinking Fund Levy at the same rate ($30 per Lot/Qtr in the following year).

Post meeting note:

25.	General Business	Ordinary resolution	Proposed by: The Manager
Yes votes: 3	No votes: 0	Abstain: 0	Carried

a) Common Seal - Ordinary resolution to authorise the Manager to apply the Common Seal of the Owners' Corporation to Owners' Corporation Certificates in accordance with S.151(4)(c) or the Owners' Corporation Act 2006 V.005 as amended.

b) Penalty Interest - Ordinary resolution to **charge** penalty interest in accordance with S.29 (1) and (2) of the Owners' Corporation Act 2006 at the maximum rate allowable (currently 10.0% p.a. but subject to change) when accounts become **28 days** overdue from the issue date.

c) Recovery of overdue fees - ordinary resolution under the provisions of the Owners' Corporation Act 2006 authorising the Manager to initiate legal action including action at VCAT or Magistrates Court on behalf of the Owners' Corporation for the purposes of recovering overdue fees and charges owing to the Owners' Corporation.

d) Recovery of costs associated with debt recovery - ordinary resolutions that all legal and other costs incurred in applying to and appearing at VCAT or Magistrates Court on behalf of the Owners' Corporation for the purposes of recovering overdue fees and charges and/or enforcing Owners' Corporation Rules be charged to the defendant named in the application.

e) That the costs incurred by the Owners' Corporation in recovering fees and levies due under Section 32 of the Owners' Corporation Act 2006 No 69/2006 will be fully recoverable from the indebted lot owner. This includes administrative fees and charges to the Owners' Corporation by the manager and all legal fees incurred because of the failure to pay levies, fees and charges due and including fees for debt recovery letters and Final Fee Notices issued by the manager as set out in Schedule 2.2 of the Contract of Appointment for the Administration of the Owners' Corporation.

f) Disclosure of Phone Numbers and Email Address upon request - The Saint-John Decision has just been released which confirms that an owners corporation has the legal obligation to provide a lot owner with all emails and phone numbers of lot owners upon request. Please refer to the case of Saint-John v Owners Corporation PS631843C (Owners Corporations) [2024] VCAT 1026 https://www.lookupstrata.com.au/vic-owners-corporations-case-law-update-the-saint-john-decision-lot-owners-have-a-right-to-emails-and-phone-numbers/

g) MyCommunity Portal – all owners with email contacts should have access to this portal.

Post meeting note:

26.	Reappointment of Ace Body Corporate Mgt (Frankston)	Ordinary resolution		Proposed by: The Manager
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

That the Owners' Corporation appoint SEN Strata Management Pty Ltd (ACN 645 109 897) trading as Ace Body Corporate Management (Frankston) in accordance with the Contract of Appointment ("CoA") appoint for a term of one/two/three years on 23 September 2025 and consecutive periods of 6 months thereafter, by executing the CoA. The Owners' Corporation delegated to the Manager the powers and functions set out in the Contract of Appointment. Members of the owners corporation resolves by ordinary resolution to not use its common seal and authorise the execution of the contract by any two lot owners of separate lots and in accordance with section 10(3) of the Owners Corporations Act 2006 (VIC). Click below to view the Contract of Appointment or contact our office for a copy.

20240924 Contract of Appointment (Autorenewal) 20250923 - Towerhill 11.pdf

Copy of the contract to be emailed to Lots 1: ________ and 2: ________ for signing. The CAV link below outlines the role of the OC Manager. Anything beyond the tasks outlined in the link below are chargeable under schedule 2.2.

https://www.consumer.vic.gov.au/housing/owners-corporations/meetings-and-committees/working-with-your-owners-corporation-manager

Resolution: The members confirmed and accepted the reappointment of Ace Body Corporate Management (Frankston) for a term of one year, expiring on 23 September 2026. Owners of Unit 2 and Unit 6 volunteered to sign the Contract of Appointment on behalf of the owners corporation.

Post meeting note:

27.	Next AGM	Ordinary resolution		Proposed by: Ordinary Resolution
	Yes votes: 3	No votes: 0	Abstain: 0	Carried

The next annual general meeting will be held on a weeknight in Quarter 3, 2026 and participation will be accepted by personal attendance, directed votes via proxy, or teleconferencing and any costs incurred in teleconferencing be met by the Owners' Corporation.

Resolution: The next AGM will be held via Zoom on a weeknight at 4.00 p.m. in Quarter 3, 2026.

Post meeting note:

CHU

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3288, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006141105
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	10/02/2026 to 10/02/2027 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. SP 22842
Situation	11 TOWERHILL ROAD FRANKSTON SOUTH VIC 3199

Sections

Section 1 – Insured Property
Building: $2,300,000
Common Area Contents: $23,000
Loss of Rent & Temporary Accommodation (total payable): $345,000
Lot Owners' Fixtures and Improvements (per lot): $250,000

Optional Extensions:
Catastrophe Insurance Sum Insured: $345,000
Extended Cover - Loss of Rent & Temporary Accommodation: $51,750
Escalation in Cost of Temporary Accommodation: $17,250
Cost of Removal, Storage and Evacuation: $17,250
Machinery Breakdown: $10,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others
Sum Insured: $30,000,000

Section 3 – Voluntary Workers
Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee
Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability
Sum Insured: $5,000,000

Section 6 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $100,000

Flood Cover is included.

Date Printed	05/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Approved Annual Budget

Administrative Fund

Owners Corporation for Plan No. SP 22842X
11 Towerhill Road FRANKSTON VIC 3199

1 September 2025 to 31 August 2026

Expenditure	Budget 09/25 - 08/26
Administrative Fees & Charges	99.33
Consultant - O H & S	177.10
Electrical Repairs	1,000.00
Garden/Lawn Maintenance	2,100.00
Insurance Premiums	6,492.00
Minor Building Maintenance	1,800.00
Strata Manager - disbursements	480.00
Strata Manager - management fees	1,680.00
Total Administrative Fund Expenditure	**13,828.43**

Administrative Fund Summary			Budget 09/25 - 08/26
Opening balance (Surplus)		1,266.98	
Expenditure during budget period		13,828.43	
		12,561.45	
Less	Additional revenue during budget period	0.00	
Plus	Planned surplus at end of budget period	1,718.55	
Plus	Allowance for GST on levies	0.00	**Per Ent**
Budgeted levies to be raised $		**14,280.00**	79.3333

Total Lot Liability	180
*May include insurance contributions	

Owners Corporation for Plan No. SP 22842X
11 Towerhill Road FRANKSTON VIC 3199

1 September 2025 to 31 August 2026

Expenditure	Budget 09/25 - 08/26
	-
Total Maintenance Fund Expenditure	-

Maintenance Fund Summary			Budget 09/25 - 08/26
Opening balance (Surplus)	13.60		
Expenditure during budget period	0.00		
	(13.60)		
Less Additional revenue during budget period	0.00		
Plus Planned surplus at end of budget period	193.60		
		Per Ent	
Budgeted levies to be raised $	**180.00**	1.0000	
Total Lot Liability	180		

Owners Corporation for Plan No. SP 22842X
11 Towerhill Road FRANKSTON VIC 3199

Levy Period Start: 01/09/2025
Levy Period Duration: 12 month(s)
No. of Instalment(s): 4
GST: NO

TOTAL LEVIES	Per Period	Per Year
Admin Fund	P1 3,480.0000 P2 3,600.0000 P3 3,600.0000 P4 3,600.0000	14,280.00
Maint Fund	P1 180.0000 P2 0.0000 P3 0.0000 P4 0.0000	180.00
Total Contribution	P1 3,660.0000 P2 3,600.0000 P3 3,600.0000 P4 3,600.0000	14,460.00

TOTAL LIABILITIES	Per Period	Per Year
Admin Fund	P1 19.3333 P2 20.0000 P3 20.0000 P4 20.0000	79.3333
Maint Fund	P1 1.0000 P2 0.0000 P3 0.0000 P4 0.0000	1.0000
Total Per Lot Liability	P1 20.3333 P2 20.0000 P3 20.0000 P4 20.0000	80.3333

				Yearly Levy By Period (Estimate Only)			
Lot No.	Unit No.	Lot Liability	Lot Entitlement	Period	Administrative Fund	Maintenance Fund	Total
1	1	30	30	1	580.00	30.00	610.00
				2	600.00	0.00	600.00
				3	600.00	0.00	600.00
				4	600.00	0.00	600.00
2	2	30	30	1	580.00	30.00	610.00
				2	600.00	0.00	600.00
				3	600.00	0.00	600.00
				4	600.00	0.00	600.00
3	3	30	30	1	580.00	30.00	610.00
				2	600.00	0.00	600.00
				3	600.00	0.00	600.00
				4	600.00	0.00	600.00
4	4	30	30	1	580.00	30.00	610.00
				2	600.00	0.00	600.00
				3	600.00	0.00	600.00
				4	600.00	0.00	600.00
5	5	30	30	1	580.00	30.00	610.00

Lot No.	Unit No.	Lot Liability	Lot Entitlement	Period	Administrative Fund	Maintenance Fund	Total
				2	600.00	0.00	600.00
				3	600.00	0.00	600.00
				4	600.00	0.00	600.00
6	6	30	30	1	580.00	30.00	610.00
				2	600.00	0.00	600.00
				3	600.00	0.00	600.00
				4	600.00	0.00	600.00
		180	**180**		**14,280.00**	**180.00**	**14,460.00**

Department of Sustainability and Environment

ers Corporation Search Report

ced: 30/09/2012 01:55:16 PM

OWNERS CORPORATION
PLAN NO. SP022842X

nd in SP022842X is affected by 1 Owners Corporation(s)

Affected by Owners Corporation:
Common Property, Units 1 - 6.

tions on Owners Corporation:
Unlimited

l Address for Service of Notices:
"ACE BODY CORPORATE MANAGEMENT (FRANKSTON)" SUITE 8 20-22 RANELAGH DRIVE
ELIZA VIC 3930
AJ902874G 11/09/2012

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

rs Corporation Rules:
NIL

ons:
NIL

ment and Liability:
NOTE - Folio References are only provided in a Premium Report.

'arcel	Entitlement	Liability
on ty	0	0
	30	30
	30	30
	30	30
	30	30
	30	30
	30	30
Total	180	180

UNREGISTERED

RULES OF BODY CORPORATE NO.22842X
11 TOWERHILL ROAD FRANKSTON

1. The tenant shall comply with all rules outlined by the Body Corporate in this schedule.

2. The tenants shall not park vehicles in the driveway, on lawned areas, or the turning bay in front of Unit 4. The turning bay is for tenants of units 3 4 only.

3. Parking is provided for two vehicles per unit, one space being the garage the second space between the garage and the driveway.

4. There is NO provision for Visitor Parking, and their vehicles must be parked outside the premises.

5. The tenants shall not use or allow the premises to be used in such a manner as to cause a nuisance to other tenants or neighbours; eg. Amplified music, revving of motor vehicles, etc.

6. The tenant SHALL NOT keep any animal or bird on the premises at ANY TIME.

7. The tenants shall not deposit any rubbish, other than in a rubbish bin with a tightly fitted lid.

8. The bricked rubbish bin receptably situated at the front of the premises is for bins only. Tenants can either store their bin in the receptable or inside their unit boundary, not outside the fence line. Loose rubbish or bagged rubbish is prohibited from being placed in the receptable. Council Health Officers rigorously enforce the Regulation and will prosecute offenders.

Owners Corporations Regulations 2018

S.R. No. 154/2018

Version incorporating amendments as at1 December 2021

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or userof 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 propertyany 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 fordomestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motorvehicle 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 ofother 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 penetrateto 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 thelot.

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 tothe 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 orcharge 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 oron 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 relevantsupplier; 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 enjoymentof 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 gardenany portion of the common property.

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

(4) If the owners corporation has resolved that an animal is a danger or is causing anuisance 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 anotice under subrule (4) must remove that animal.

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

(7) The owners corporation may impose reasonable conditions on a lot owner'sright or an occupier's right to access or use common property to protect thequiet 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 andallocated for other lots; or

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

(c) in any place other than a parking area situated on common propertyspecified 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 propertywithout the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that formspart 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 approvalis 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 entryof 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 orbarrier 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 waythat 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 lotbeing 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 giveapproval 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 theinstallation 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 unreasonablydisrupt 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, mountingand 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 commonproperty.

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 entitledto 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 ofany other person entitled to use the

common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporationhas 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 lotowner, manager, or an occupier or the owners corporation.

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, alongwith 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'sbehalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expertevidence 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 disputeagree 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 ofthe **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part10 of the **Owners Corporations Act 2006**.

Schedule 3
Form 2
Reg. 12
Statement of Advice and Information for Prospective Purchasers and Lot Owners

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. When purchasing a lot that is part of an Owners' Corporation, buyers automatically become members of the Owners' Corporation.

If you buy into an Owners' Corporation, you will be purchasing not only the individual property, but also ownership of, wand 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 repairs, 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 log 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.

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / GUTHRIE AND ASSOCIATES

Your Reference:	29306
Certificate No:	10585500
Issue Date:	21 JUL 2026
Enquiries:	ESYSPROD

Land Address: UNIT 5, 11 TOWERHILL ROAD FRANKSTON SOUTH VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19513949	5	22842	9646	480	$0.00

Vendor: ALEXANDRA CLAIR WILLIAMS & TROY JAMES MAGGS

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR TROY JAMES MAGGS	2026	$330,000	$1,440.00	$0.00	$0.00

Comments: Land Tax of $1,440.00 has been assessed for 2026, an amount of $1,440.00 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):	$575,000
SITE VALUE (SV):	$330,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10585500

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $1,440.00

Taxable Value = $330,000

Calculated as $1,350 plus ($330,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $5,750.00

Taxable Value = $575,000

Calculated as $575,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10585500

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: 10585500

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / GUTHRIE AND ASSOCIATES

Your Reference:	29306
Certificate No:	10585500
Issue Date:	21 JUL 2026
Enquires:	ESYSPROD

Land Address: UNIT 5, 11 TOWERHILL ROAD FRANKSTON SOUTH VIC 3199

Land Id	Lot	Plan	Volume	Folio	Tax Payable
19513949	5	22842	9646	480	$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:	$575,000
SITE VALUE:	$330,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10585500

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

STATE REVENUE OFFICE VICTORIA

INFOTRACK / GUTHRIE AND ASSOCIATES

Your Reference:	29306
Certificate No:	10585500
Issue Date:	21 JUL 2026

Land Address: UNIT 5, 11 TOWERHILL ROAD FRANKSTON SOUTH VIC 3199

Lot	Plan	Volume	Folio
5	22842	9646	480

Vendor: ALEXANDRA CLAIR WILLIAMS & TROY JAMES MAGGS

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10585500

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 10585503

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: 10585503

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.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1274497

APPLICANT'S NAME & ADDRESS

GUTHRIE AND ASSOCIATES C/- LANDATA

DOCKLANDS

VENDOR

MAGGS, TROY JAMES

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4625

This certificate is issued for:

LOT 5 PLAN SP22842 ALSO KNOWN AS 5/11 TOWERHILL ROAD FRANKSTON SOUTH FRANKSTON CITY

The land is covered by the:

FRANKSTON PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/frankston)

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

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

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

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

21 July 2026

Sonya Kilkenny
Minister for Planning

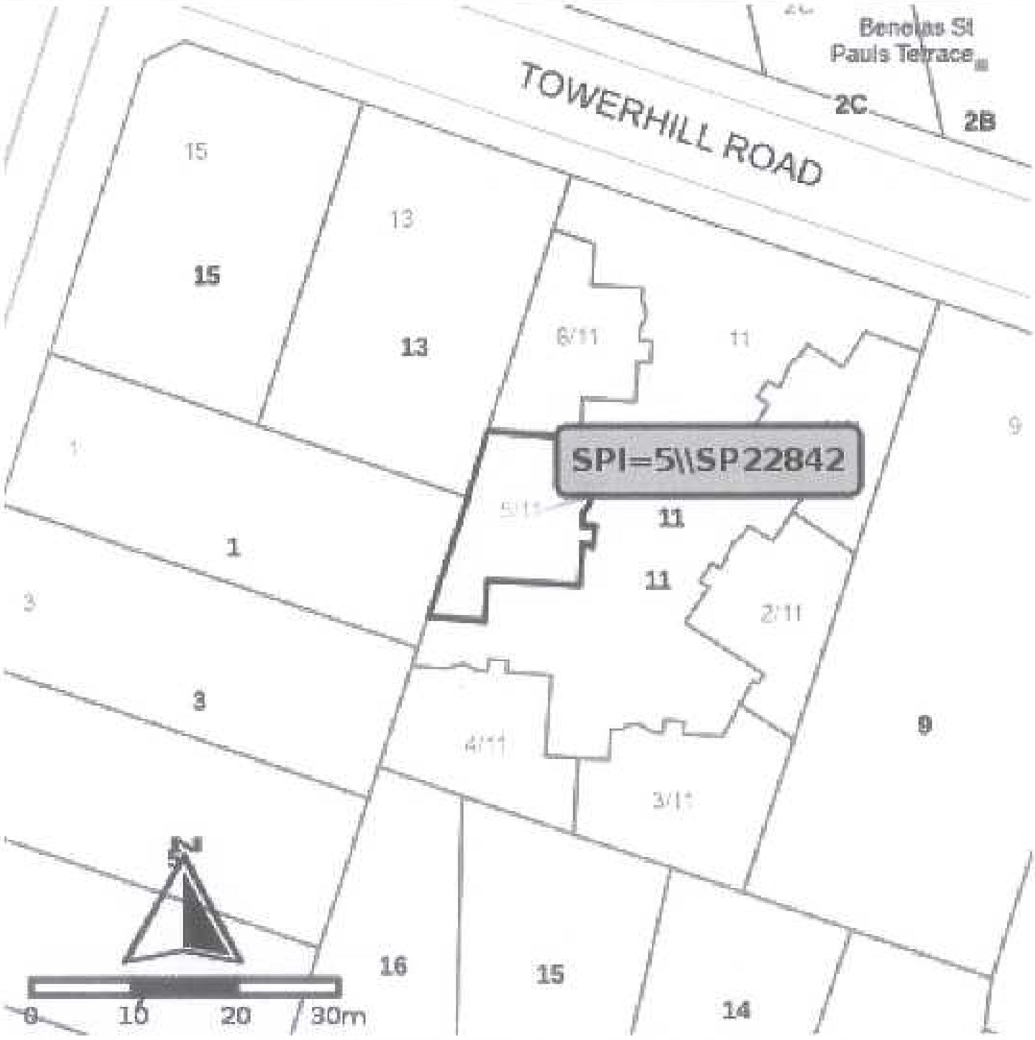
VICTORIA State Government

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

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

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

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



Choose the authoritative Planning Certificate

Why rely on anything less?

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

Privacy Statement

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

VICTORIA State Government

PLANNING PROPERTY REPORT

VICTORIA State Government — Department of Transport and Planning

From www.planning.vic.gov.au at 21 July 2026 01:15 PM

PROPERTY DETAILS

Address:	**5/11 TOWERHILL ROAD FRANKSTON SOUTH 3199**	
Lot and Plan Number:	**Lot 5 SP22842**	
Standard Parcel Identifier (SPI):	**5\SP22842**	
Local Government Area (Council):	**FRANKSTON**	www.frankston.vic.gov.au
Council Property Number:	**226802**	
Planning Scheme:	**Frankston**	Planning Scheme - Frankston
Directory Reference:	**Melway 102 F7**	

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:	**FRANKSTON**

OTHER

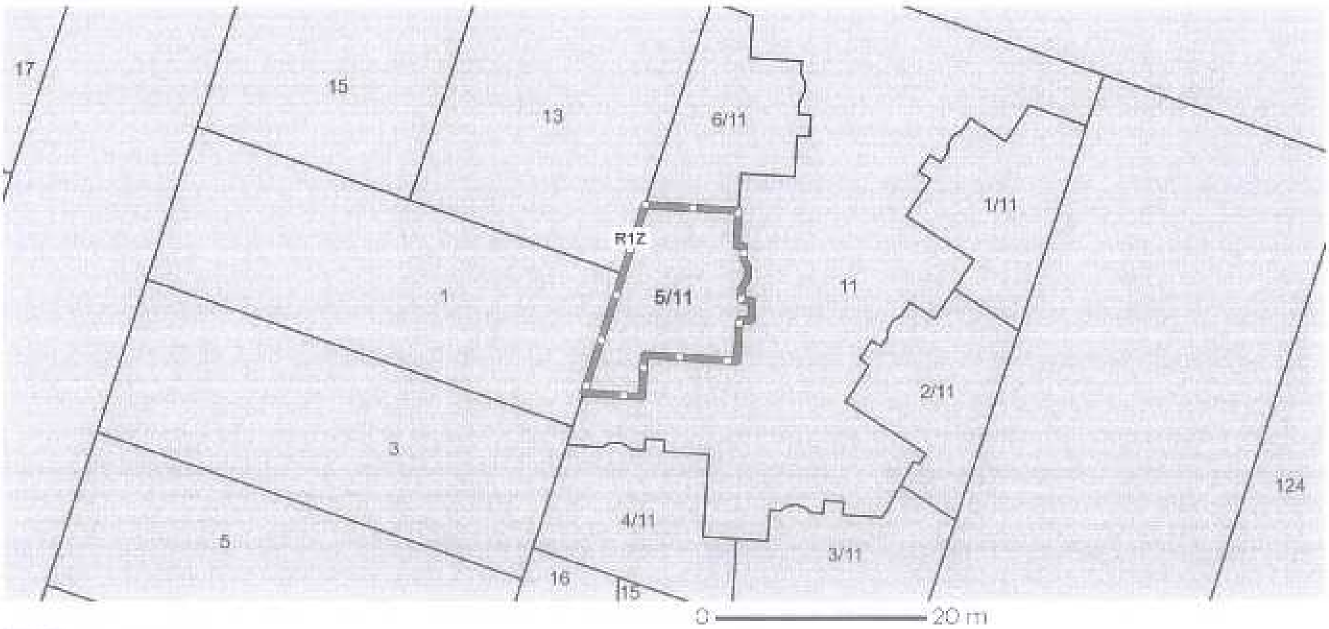
Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria & Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (R1Z)

SCHEDULE TO THE GENERAL RESIDENTIAL ZONE (R1Z)



R1Z - Residential 1

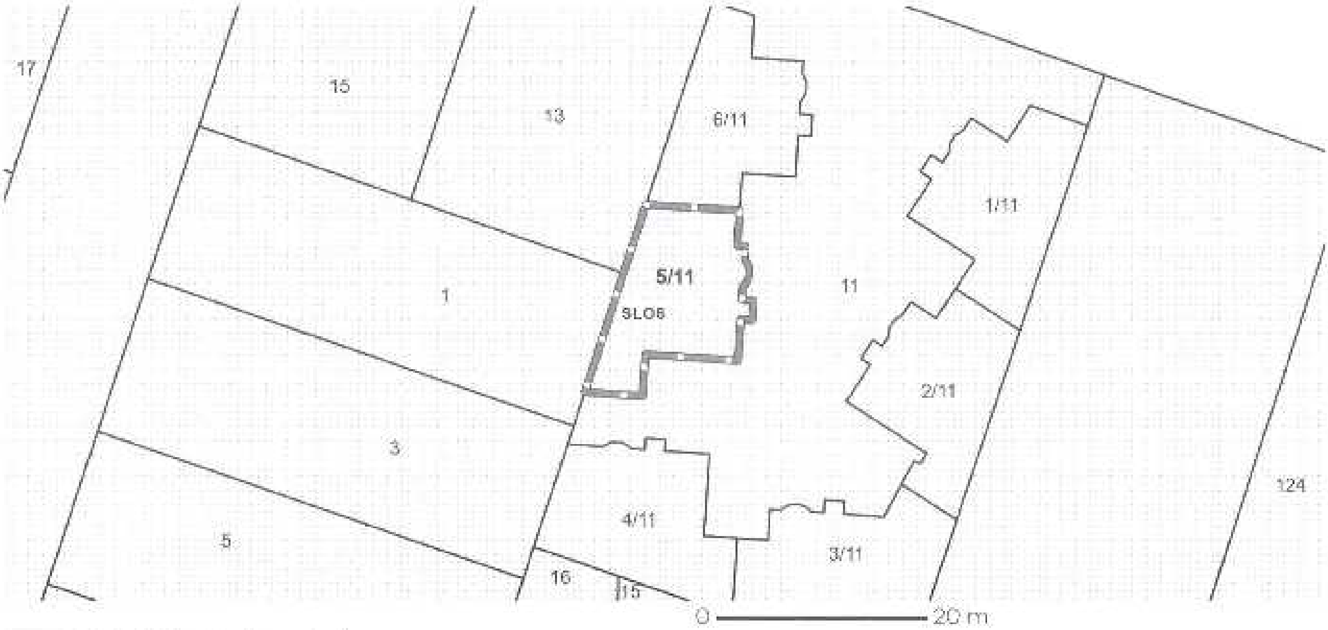
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

VICTORIA State Government | Department of Transport and Planning

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 6 (SLO6)



SLO - Significant Landscape Overlay

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

Further Planning Information

Planning scheme data last updated on 14 July 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 abut 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

PLANNING PROPERTY REPORT

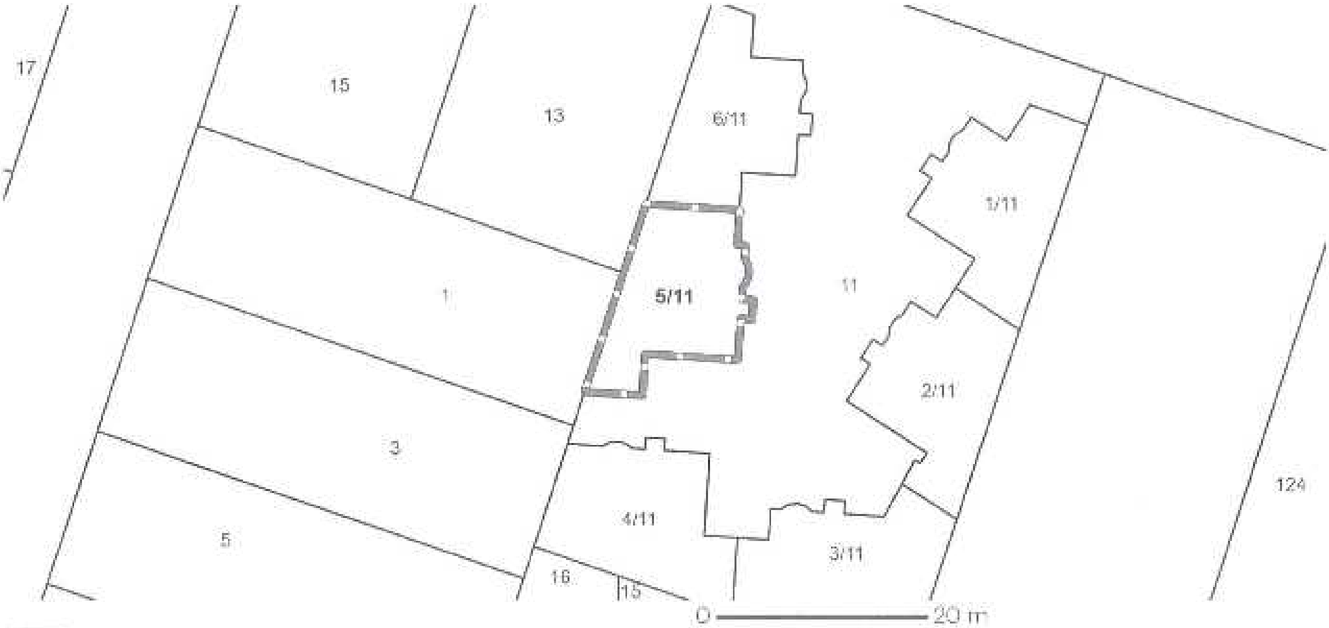
VICTORIA State Government | Department of Transport and Planning

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 Bushfire Prone Areas

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) 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)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.

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