

CONTRACT OF SALE OF REAL ESTATE

2/16 Cannes Avenue, Bonbeach VIC 3196



A: Level 10, 369 Royal Parade
Parkville VIC 3052
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Ref: 36592

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 2/16 Cannes Avenue, Bonbeach VIC 3196

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

The terms of this contract are contained in the:

- * Particulars of sale; and
 - * Special conditions, if any; and
 - * General conditions in Form of the **Estate Agents (Contracts) Regulations 2008**; and
 - * Vendor's Statement required by Section 32 (1) of the **Sale of Land Act 1962** as attached
- and in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms of contract.

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 this contract comprising:

- Form 1 (Contract of Sale of Real Estate—Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate—General Conditions); and
- Vendor's Statement.

SIGNED BY THE PURCHASER on/...../20

Print name of person signing:

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

SIGNED BY THE VENDOR..... on/...../20

Shelley Lauren Turner

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

Estate Agents (Contracts) Regulations 2008

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

O'Brien Real Estate - Chelsea
463 Nepean Hwy, Melbourne Victoria 3196
Jo Barclay

Tel:
Mob: 0439 394 434

Fax:

Ref:

Email:
jo.barclay@obrienrealestate.com.au

VENDOR

Shelley Lauren Turner

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

BOND CONVEYANCING PTY LTD
of Level 10, 369 Royal Parade, Parkville VIC 3052

Tel: 1300 03 95 59

Ref: 36592

Email: contact@bondc.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

LAND (general condition 7 & 13)

The land more particularly described in Certificate of Title
VOLUME 12436 FOLIO 191 being Lot 2 on Plan of Subdivision
847327S
The Land includes all improvements and fixtures.

PROPERTY ADDRESS

2/16 Cannes Avenue, Bonbeach VIC 3196

GOODS SOLD WITH LAND

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

PAYMENT

Price

\$

Deposit

\$ _____ by

(of which \$ has been paid)

Balance

\$

payable at settlement

GST (refer to general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appears in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words
'**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words
'**margin scheme**' in this box:

SETTLEMENT

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

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

TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (refer to general condition 20)

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT

☐ General Condition 21 applies only if this box is ticked

PEST REPORT

☐ General Condition 22 applies only if this box is ticked.

NOTICE TO PURCHASER

1. ☐ The above property is a new residential premises or potential residential premises.

Amount of GST that the Purchaser will be required to pay to the Australian Taxation Office: (TBA)
The payment will be required to be paid on Settlement Date.

OR

2. ☐ The above property is either an existing residential premises or commercial residential premises and therefore the purchaser is not required to withhold GST.

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

GENERAL CONDITIONS

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchase'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 Pty 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 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 or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

- (a) only use the vendor's date of birth for the purposes specified in 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 predominately 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 be described by a 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 a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
- (b) any reasonable costs incurred by the vendor as a result of the delay -
as though the purchaser was in default.

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or

requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.2 If the land is sold 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 registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

the day of sale.

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment 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 lodgment can no longer be conducted electronically. Special 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 for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment 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 lodgment 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 special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgment network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

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

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all 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 in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in A *New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as

relieving the vendor from compliance with section 14-255.

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without

affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has

been paid or not; and

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

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

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

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

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

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

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

CONTRACT OF SALE OF REAL ESTATE – SPECIAL CONDITIONS

1 DEFINITIONS

1.1 In this Contract:

Authority means any municipality, authority or person exercising any powers or functions under any applicable laws or legal requirements;

Business Day means any day on which banks are open for business in Melbourne, Victoria;

Contract means these Special Conditions, together with the General Conditions (as amended) and the Annexures, Schedules and Attachments to this contract;

General Conditions means the general conditions attached to this Contract;

GST means GST within the meaning of the GST Act;

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

Guarantee means a deed of guarantee and indemnity in the form contained in Annexure A;

Service includes any communication, drainage, garbage, electricity, gas, oil, sewerage, telephone or water service;

Vendor's Statement means the statement made by the Vendor under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to this Contract.

2 ACKNOWLEDGMENT OF DOCUMENTS

The Purchaser acknowledges that, prior to paying the deposit or signing this Contract or any agreement or document in respect of the sale hereby effected which is or is intended to be legally binding upon the Purchaser, the Purchaser was given:

- (a) a copy of this Contract pursuant to section 53 of the Estate Agents Act 1980 (as amended); and
- (b) a Vendor's Statement as required by section 32 of the Sale of Land Act 1962 (as amended) ("the Vendor's Statement") signed by or on behalf of the Vendor and complying with the provisions of the said section; and
- (c) The due diligence checklist.

3 GENERAL CONDITIONS

3.1 The general conditions are amended as follows:

- (a) General condition 9 delete the second sentence.
- (b) General condition 17.1(b)(i) delete "do all things" and replace with "provide all title documents" in line 1.
- (c) General condition 20.2(b) insert "and provides satisfactory evidence to the Vendor" after the word "loan" in line 2.
- (d) General condition 20.2 (c) delete "within 2 clear business days after" after the word "Vendor"; and Insert "by" before "the approval".
- (e) General condition 26.1 insert "and shall always remain of the essence, notwithstanding any waiver given or indulgence granted by the Vendor to the Purchaser" after the words "of this Contract".
- (f) Delete general conditions 31.4, 31.5 and 31.6.
- (g) General condition 32(a) insert "which the Purchaser will be satisfied with the return of the deposit and any interest on the deposit" after the word "breach" in line 2.
- (h) General Condition 32(b) add the word "and" after the word "breach":
- (i) Insert additional General condition 32(c) to read "all reasonable expenses incurred by the Vendors calculated on a full indemnity basis and any consultant's expenses reasonably incurred by the vendor."
- (j) Insert additional General condition 32(d): "Notwithstanding any other provision in this contract, if the Purchaser delays settlement for any reason whatsoever, the Purchaser must pay costs incurred as a result of each delay, being \$300.00 plus GST. This is in addition to any other costs the Purchaser is liable for under this Contract".

- (k) Insert additional General condition 34.3 to read "Without limiting any right of the vendor, the "reasonable costs" referred to in general condition 34.2(b)(ii) are agreed at \$700.00 plus GST.";
- (l) Insert the following in General condition 35.4 "or the purchaser repudiates the contract:" immediately after the words "notice given by the vendor";
- (m) The words in General Condition 35.4(a) are deleted and replaced with the following:

"The greater of 10% of the price and the deposit is forfeited to the Vendor as the Vendor's absolute property; whether 10% of the purchase price or the deposit has been paid or not; and"

4 IDENTITY AND MEASUREMENTS

The Purchaser acknowledges that the land as offered for sale and inspected by the Purchaser is identical with that described in the particulars of sale and in the Vendor's Statement. The Purchaser may not make any requisition or claim any compensation for any actual or alleged misdescription of the property or deficiency in its area or measurements and may not call upon the Vendor to amend title or to bear all or any part of the cost of so doing.

5 CORPORATE PURCHASER

- 5.1 If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited, then:
- (a) each person who signs this Contract on behalf of the corporation:
 - (i) warrants the he or she is duly authorised to sign this Contract and the Vendor's Statement of behalf of the Purchaser and is not prevented from doing so by any legal or other disability;
 - (ii) will be personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if the signatory had signed as purchaser.
 - (b) must procure the execution by all directors of the Purchaser of the Guarantee and deliver the duly completed and executed Guarantee to the Vendor within seven (7) days of the date of the Contract; and
 - (c) the Purchaser represents and warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, it is duly incorporated pursuant to the laws of it country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter into this Contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter into this Contract and is not prevented from entering into this Contract for any reason whatsoever including by reason of any trust, charge or undertaking.
- 5.2 If the Purchaser fails to produce the Guarantee referred to in special condition 5.1(b) within seven (7) days of the Day of Sale, the Vendor may end this Contract by giving written Notice to the Purchaser with immediate effect upon it being served on the Purchaser.

6 ENTIRE AGREEMENT

The Purchaser acknowledges that this Contract and the Vendor's Statement contains the entire understanding and the whole agreement between the parties relating to the sale of the property and the parties expressly agree and declare that:

- (a) no other conditions, obligations, stipulations, terms, agreements or provisions whether in respect of the property or otherwise shall be implied or be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement and all previous negotiations, information, representations, warranties, arrangements and statements (if any) express or implied (including any collateral agreement or warranty) with reference to the subject matter of this Contract or the intentions of either party are merged in this Contract and they are hereby expressly excluded and cancelled;
- (b) the Vendor's agents, solicitors, servants and employees have no authority to make or communicate any representation, forecast, prediction, warranty, arrangement, indication, condition or statement binding on the Vendor which is not embodied in this Contract;
- (c) notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty as to the condition of any improvements, fixtures, fittings or the chattels (if any) hereby sold or any depreciation or building investment allowances that the Purchaser may have the benefit of following settlement; and

- (d) in entering into this Contract, the Purchaser has made its own inquiries and investigations and relies entirely upon its own judgment.

7 DEPOSIT

- 7.1 The Deposit payable under this Contract is to be paid to the Vendor's solicitors or agent, to be held on trust for the Purchaser until the Settlement Date.
- 7.2 The parties authorize the Vendor's solicitors or agent to invest the Deposit in an interest-bearing trust account with an Australian bank nominated by the Vendor's solicitors or agent.
- 7.3 The parties further authorize all interest accruing on the Deposit to be credited to the Vendor on the Settlement Date unless the Vendor defaults under the Contract in which case the Deposit and all accrued interest less any bank or government charges, taxes or fees shall be paid to the Purchaser.
- 7.4 The Purchaser must, if requested, give the Vendor's solicitors details of its tax file number as soon as possible.

8 RESTRICTIONS ON USE AND DEVELOPMENT

- 8.1 The Purchaser buys the Property subject to any legislation, order, regulation, by-law, local law, restriction or condition imposed on the Property by or with the authority of any government or governmental or semi-governmental or judicial entity or authority including any town planning legislation, scheme or authority which affects or restricts the use of the Property.
- 8.2 The Purchaser will take title subject to all the restrictions and conditions described in Special Condition 8.1 and will not make any requisition or objection or claim on those grounds any compensation with respect to them or in respect of any proposed amendment to any planning control now or later applicable to the Property.

9 SERVICES

- 9.1 The Purchaser acknowledges that the services referred to in the Vendor's Statement will be available to the Property upon settlement but the Purchaser agrees that it shall be responsible for payment of any statutory or utility fees in connecting such services to the Property. If the Vendor elects to connect a service and incurs a connection fee from the relevant supplier, the fee shall be paid in full by the Purchaser to the Vendor as an adjustable item under condition 9 of Table A.
- 9.2 If the Vendor enters into an arrangement, or causes, the connection and provision of amenities or services in accordance with special condition 15, it may pay the supply bodies' customer supply charge for the Property and/or new meter fee and/or a connection fee and/or installation fee in respect of such arrangement, connection or provision.

10 PRE-SETTLEMENT INSPECTION

- 10.1 The Purchaser may inspect the Property once before the Settlement Date by making an appointment with the Vendor or Vendor's agent. Having regard to the number of Lots sold with completion at the same time, the Vendor retains the right to:
- (a) set the time and date for the Purchaser's inspection appointment;
 - (b) limit the time reasonable spent during an inspection appointment;
 - (c) limit the number of persons attending an inspection appointment;
 - (d) ensure appointments by all purchasers of Lots will be carried out in a safe and orderly manner.
- 10.2 The Vendor will not unreasonably restrict inspections of the Property for valuation purposes.

11 EXECUTION OF NECESSARY DOCUMENTS

Each party to this Contract will execute and deliver all such documents, instruments and writings and will do or procure to be done all such acts and things necessary or desirable or reasonable to give effect to this Contract.

12 INSOLVENCY OF PURCHASER AND DEFAULT

- 12.1 Without limiting any other rights of the Vendor in relation to termination of this Contract, the Purchaser will be in default under this Contract upon the happening of any of the following events: Insolvency

- (a) an order is made or a resolution is passed for the winding up of the Purchaser;

- (b) the Purchaser goes into liquidation or becomes unable to pay its debts as and when they become due and payable;
- (c) an administrator or trustee in bankruptcy is appointed to the Purchaser or a receiver of any of its assets is appointed;
- (d) execution is levied against the Purchaser and is not satisfied within thirty (30) days;
- (e) except with the Vendor's consent, if there is a change in the beneficial ownership of the majority of shares with voting rights in the Purchaser;
- (f) a guarantor who is a natural person:
 - (i) becomes bankrupt;
 - (ii) takes or tries to take advantage of Part X of the *Bankruptcy Act 1966*;
 - (iii) makes an assignment for the benefit of their creditors; or
 - (iv) enters into a composition or arrangement with their creditors.

12.2 If the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until all the following have occurred:

- (a) the remedy by the Purchaser of the relevant default;
- (b) the payment by the Purchaser of all reasonable expenses incurred by the Vendor as a result of the default; and
- (c) payment of the Vendor's solicitor's legal costs (on a solicitor client basis) and disbursements incurred in connection with the preparation and service of the notice of default and any necessary advice.

12.3 The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to perform any fundamental term of the Contract for the purchase of the property being sold including but not limited to the completion of the purchase of the property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase monies, in accordance with the terms of the Contract:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable to the Vendor under any existing mortgage over the property calculated from the due date for settlement.
- (c) Legal costs and expenses as between the Vendor and his/her/its Solicitor.
- (d) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (e) Accommodation and removalist expenses that are additionally incurred as a result of the purchasers delay with settlement.

13 FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 13.1 If the Purchaser is required to obtain the approval of the Treasurer of the Commonwealth of Australia ("the Treasurer") under the Foreign Acquisitions and Takeovers Act 1975 to purchase the Property then the Purchaser hereby warrants that he has obtained such approval or will obtain such approval by the settlement date.
 - 13.2 The Purchaser acknowledges that in entering into this Contract the Vendor is relying on the Purchaser's warranty in Special Condition 13, and further acknowledges that should such warranty be untrue in any respect then the Purchaser will indemnify the Vendor against all loss which the Vendor may sustain as a consequence of the Vendor having relied upon the Purchaser's warranty.
 - 13.3 If this Contract does not proceed to settlement because of the Purchaser's breach of the warranty under Special Condition 13, the deposit paid by the Purchaser shall be forfeited to the Vendor as the Vendor's absolute property in addition to the Vendor's right of indemnity pursuant to the warranty.
-

~~14~~ FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

~~14.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.~~

~~14.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.~~

~~14.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1943 (Cth).~~

~~14.4 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.~~

~~14.5 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 in this special condition; and~~
- ~~(b) ensure that the representative does so.~~

~~14.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representatives 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 special 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 special 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.~~

~~14.7 The representative is taken to have complied with the obligations in special condition 14.6 if:~~

- ~~(a) the settlement is conducted through the electronic conveyancing system operation by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and~~
- ~~(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.~~

~~14.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2)~~

~~of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.~~

~~14.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligations to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.~~

~~14.10~~ 15.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

15 ASSIGNMENT AND NOVATION

- 15.1 Until the Settlement Date, the Purchaser must not without the consent of the Vendor, sell, transfer, mortgage or otherwise encumber or in any other way deal with the Property or any part thereof or the Purchaser's interest in or under this Contract.
- 15.2 Without limiting any of the Vendor's rights, the Vendor has the right to:
- (a) grant a mortgage or charge the Property.
 - (b) sell the Property to another person and assign or novate its rights and obligations under this Contract to another party in accordance with special condition 15.3;
 - (c) deal with any or all of its rights, privileges, benefits or obligations under this Contract whether by way of security or absolute assignment; and
 - (d) execute any mortgage, charge, assignment and other document relating to the Property or this Contract as may be required by any mortgagee, charge or assignee.
- 15.3 If prior to settlement, a party other than the Vendor is or becomes registered proprietor of the Property or the Vendor's rights under this Contract are assigned to another party then, upon receipt of a notice of assignment from the Vendor, the Purchaser must perform any obligations imposed upon the Purchaser under this Contract in favour of the party who is or becomes registered proprietor of the Property or to whom the Vendor's rights under the Contract are assigned. The Purchaser must not raise any objection, delay settlement, rescind or terminate this Contract or seek compensation of any kind in respect to any of the matter set out in this special condition.
- 15.4 The Purchaser must, if requested by the Vendor to do so, promptly execute and deliver the Deed of Agreement to the Vendor's Legal Practitioner.
- 15.5 The Purchaser irrevocably appoints the Vendor and each director, officer and manager of the Vendor as joint and several attorneys to execute the Deed of Agreement if the Purchaser fails to execute the Deed of Agreement within fourteen (14) days of being requested in writing by the Vendor to do so.

16 INDEMNITY

- 16.1 The Purchaser indemnifies the Vendor against all claims which may be suffered by the Vendor as a result of any breach by the Purchaser of the terms of this Contract or as a result of any, neglect or default of the Purchaser arising during the performance (or failure to perform) by the Purchaser of its duties under this Contract.
- 16.2 The indemnity in this Special Condition cannot be revoked, and is binding and enforceable against the purchaser notwithstanding any neglect delay or forbearance on the part of the Vendor to exercise its right of indemnity

17 NO MERGER

Obligations under this Contract which have not been satisfied at the settlement date remain in full force and effect irrespective of settlement and do not merge on the transfer of the property.

18 APPLICABLE LAW

This document shall be governed by Victorian law. The parties irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria and the Courts of Appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

~~19~~ LAND FILL

- ~~19.1~~ Pursuant to section 9AB of the Sale of Land Act 1962 the vendor discloses that works affecting the natural surface level of the land or affecting the natural surface level of lots abutting the land may be carried out or are proposed to be carried out and particulars of which works are described in the attached plan(s).

- 19.2 ~~The vendor reserves the right to alter the natural surface levels of the property beyond the works described in the attached engineering plans provided. The vendor will notify the purchaser as soon as practicable of any alterations so proposed.~~
- 19.3 ~~The purchaser may not make any requisition, objection, demand or claim as against the vendor in any way arising out of or relating to any ground filling which may be on the property at the settlement date.~~

EC

20 **ELECTRONIC CONVEYANCING**

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

- 20.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 20.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 20.3 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*.
- 20.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 20.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 20.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; 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.
- 20.7 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 special condition 20.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 20.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 20.9 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 Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

20.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

21 SWIMMING POOL

If the property sold includes a swimming pool as defined in R.5.13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided, then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

22 MORE THAN ONE PURCHASER

If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract. Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

23 BUILDING WORKS

- 23.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 23.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 23.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

24 STATEMENT OF ADJUSTMENTS

- 24.1 In this Special Condition and unless the Contract otherwise requires:
 "Statement of Adjustments" means a statement to be prepared by the purchaser setting out in a form customarily used in good conveyancing practice in the State of Victoria:
 - (a) the adjustments to be made to the price in accordance with the Contract, including without limitation the adjustments to be made in relation to rates, taxes, other outgoings of the property, registration and other similar fees if applicable, and the interest and other amounts (if any) payable by the purchaser in addition to the price and rents and other profits of the property if appropriate.
 - (b) details of the deposit, the residue, the adjustments referred to above and the balance then payable at settlement.'

- 24.2 The purchaser must deliver to the vendor's solicitors the Statement of Adjustments at least three (3) business days before the earlier of:
- (a) the date of residue is required to be paid under this Contract;
 - (b) the date the purchaser becomes entitled to possession or receipt of the rents and profits of the property.
- 24.3 If the purchaser fails to deliver the Statement of Adjustments in accordance with this Special Condition, then the Vendor is not required to effect completion until three (3) business days after the Statement of Adjustments is delivered to the Vendor's Solicitors.
- 24.4 If, pursuant to this Special Condition, the vendor effects completion after the date the residue is required to be paid then the purchaser is deemed to have made default in payment of the residue from that date until completion.

25 SECURITY INTEREST

- 25.1 General Condition 11 is deleted and replaced by the following:

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 The vendor must advise the purchaser of the vendor's date of birth solely for the purpose of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser is entitled to a release, statement, approval or correction in accordance with general condition 11.3. However, the vendor is only required to so advise if the purchaser makes the request at least 21 days before the due date for settlement. The purchaser must keep the vendor's date of birth secure and confidential.

- 11.3 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.
- 11.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that –
- (a) (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 prescribed for the purposes of section 47(1) of the Personal Property Securities Act 2009 (Cth), not more than that prescribed amount; or
 - (b) is sold in the ordinary course of the vendor's business of selling personal property of that kind; unless:
 - (c) the personal property is of a kind that the regulations provide may or must be described by serial number in the Personal Property Securities Register, or
 - (d) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.5 A release for the purposes of general condition 11.3(a) must be in writing. The release 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.
- 11.6 The purchaser must provide the vendor with a copy of the release under general condition 11.3(a) at or as soon as practicable after settlement.
- 11.7 The vendor must also 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 in addition to ensuring a release is received under general condition 11.3(a) if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.8 The purchaser must advise the vendor of any security interest that is registered on or before the date of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be

- released at least 21 days before the due date for settlement.
- 11.9 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.8.
- 11.10 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; and
 - c) as though the purchaser was in default –
- if settlement is delayed under general condition 11.9.
- 11.11 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.11 applies despite general condition 11.1.
- 11.12 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.

26 GST WITHHOLDING

26.1 Interpretation

In this Special Condition 26, words or expressions that are defined or used in the Withholding Law have the same meaning given to them in the Withholding Law, unless the context suggests otherwise.

26.2 Vendor's Notice

If the Property qualifies as residential premises or potential residential land (and the expectations in section 14-255(2) of the Withholding Law do not apply), the Vendor will, before the date of Settlement, provide a written notice to the Purchaser stating:

- (a) whether the Purchaser will be required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property; and
- (b) if the Purchaser is required to make a payment referred to in Special Condition 26.2:
 - (i) the name and ABN of the Vendor;
 - (ii) the GST Withholding Amount;
 - (iii) when the GST Withholding Amount is required to be paid;
 - (iv) where some or all of the consideration for the supply of the Property is not expressed as an amount of money – the GST inclusive market value of the non-monetary consideration; and
 - (v) any other information required by law.

26.3 Withholding

- (a) This Special Condition 26.3 applies if the Purchaser is required to pay a GST Withholding Amount on the taxable supply of the Property under this Contract.
- (b) For the purposes of Special Condition 26.3(b)(ii), the Vendor irrevocably directs the Purchaser to draw a bank cheque for the GST Withholding amount in favor of the Commissioner (**GST Cheque**) and:
 - (i) the Purchaser must provide the GST Cheque to the Vendor on or before the date of Settlement; and
 - (ii) on the date of Settlement, or within such further period as may be allowed by the Commissioner, the Vendor must give the GST Cheque to the Commissioner.
- (c) If Settlement is to be conducted through the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions, the Vendor and the Purchaser will be taken to have complied with Special Condition (26.3)(b)(ii) if the electronic settlement schedule within the electronic workspace used for Settlement specifies payment of the GST Withholding Amount to the bank account nominated by Commissioner.

26.4 No Effect on Other Terms

Except as expressly set out in this Special Condition 26, the rights and obligations of the parties under this Contract are unaffected, including (without limitation) any agreement to apply the margin scheme on the supply of the Property.

26.5 Other Information

If the property qualifies as potential residential land and:

- (a) the Purchaser is registered (within the meaning of the GST Act); and
- (b) the Purchaser acquires the Property for a creditable purpose.

then the Purchaser must give written evidence to the Vendor of these matters, no later than 10 Business Days before the date of Settlement.

Witness _____

SECTION 32 - VENDORS STATEMENT

2/16 Cannes Avenue, Bonbeach VIC 3196



A: Level 10, 369 Royal Parade,
Parkville VIC 3052

T: 1300 03 95 59

E: contact@bondc.com.au

Ref: 36592

Vendors 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	VOLUME 12436 FOLIO 191 Lot 2 on Plan of Subdivision 847327S 2/16 Cannes Avenue, Bonbeach VIC 3196	
Vendor's name	Shelley Lauren Turner	Date / /
Vendor's signature	Signed by: 26/5/2026  2F94BC0963CC4D8	
Vendor's name		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):

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:

As attached (if any)

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 120
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

registered or unregistered):

Is in the attached copies of Title documents (If any)

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

None to the Vendors knowledge. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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):

As attached (if any)

6. OWNERS CORPORATION

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

As attached (if any)

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A 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 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Mortgage) applies)

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

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

VOLUME 12436 FOLIO 191

Security no : 124134681564Y
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LAND DESCRIPTION

Lot 2 on Plan of Subdivision 847327S.
PARENT TITLE Volume 08144 Folio 370
Created by instrument PS847327S 09/11/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SHELLEY LAUREN TURNER of UNIT 2 16 CANNES AVENUE BONBEACH VIC 3196
AY832389W 30/01/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY832390N 30/01/2025
ING BANK (AUSTRALIA) LTD

COVENANT A340193 24/05/1957

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

DIAGRAM LOCATION

SEE PS847327S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
BA143106D	TRANSFER CONTROL OF ECT Completed	20/02/2026

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

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

Street Address: UNIT 2 16 CANNES AVENUE BONBEACH VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 20/02/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS847327S
OWNERS CORPORATION 2 PLAN NO. PS847327S

DOCUMENT END

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Document Type	Plan
Document Identification	PS847327S
Number of Pages (excluding this cover sheet)	2
Document Assembled	15/05/2026 10:32

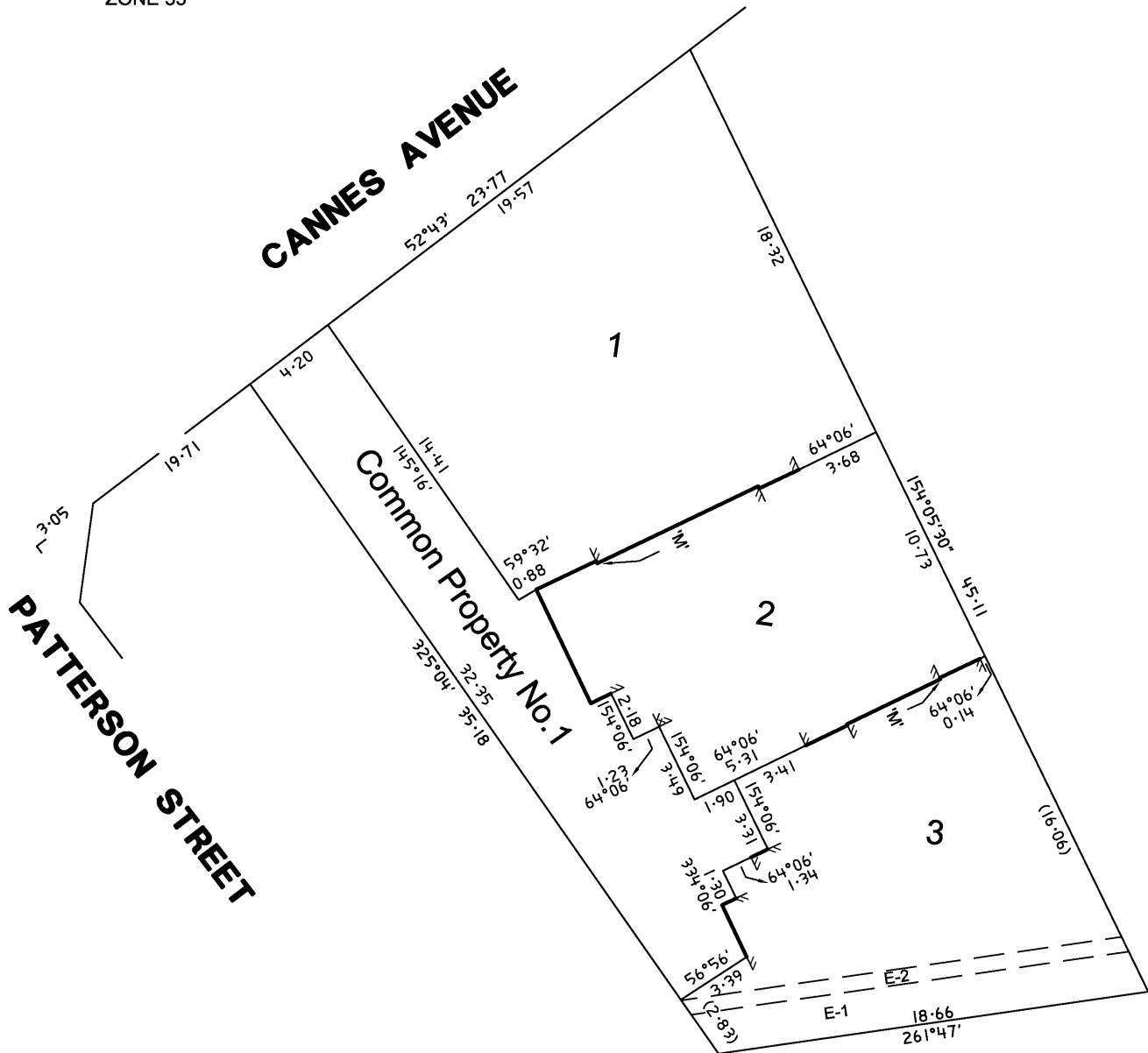
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PLAN OF SUBDIVISION			LV USE ONLY EDITION 1		PS847327 S	
LOCATION OF LAND PARISH : LYNDHURST TOWNSHIP : ----- SECTION : ----- CROWN ALLOTMENT : 145(PART) CROWN PORTION : ----- TITLE REFERENCE : VOL.8144 FOL.370 LAST PLAN REFERENCE : LOT 16 ON LP26796 POSTAL ADDRESS : 16 CANNES AVENUE (At time of subdivision) BONBEACH 3196 MGA2020 Co-ordinates (of approx centre of land E 335285 ZONE: 55 in plan) N 5785374 GDA 2020			Council Name: Kingston City Council Council Reference Number: KS-2022/74 Planning Permit Reference: KP-2022/217 SPEAR Reference Number: S192288C Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Nikolas Muhllechner for Kingston City Council on 30/08/2022 Statement of Compliance issued: 30/08/2022			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON				
NIL		NIL				
NOTATIONS			LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of any Owners Corporation including purpose, responsibility entitlement and liability, see Owners Corporation search report, Owners Corporation additional information and if applicable, Owners Corporation rules. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS MEDIAN: Boundaries Marked 'M'. EXTERIOR FACE: All other boundaries.			
DEPTH LIMITATION DOES NOT APPLY						
Survey: This plan is based on survey STAGING: This is not a staged subdivision. Planning Permit No. KP-2022/217 This survey has been connected to permanent marks no(s) 65, 140, 145, 147 In Proclaimed Survey Area No.						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easements and Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	DRAINAGE & SEWERAGE	1.83	LP26796	LOTS ON LP26796		
E-1	SEWERAGE	1.83	THIS PLAN	SOUTH EAST WATER CORPORATION		
E-2	SEWERAGE	0.67	THIS PLAN	SOUTH EAST WATER CORPORATION		
E-1	DRAINAGE	1.83	THIS PLAN	KINGSTON CITY COUNCIL		
 CDA LAND SURVEYORS		90 NAPOLEON ST. ELTHAM, 3095 PH: 9439 6609 M: 0422 384 789 e: cdals@bigpond.com		SURVEYORS FILE REF: 21026 VERSION 3		
		Digitally signed by: Claudio Dario, Licensed Surveyor, Surveyor's Plan Version (3), 25/08/2022, SPEAR Ref: S192288C		ORIGINAL SHEET SIZE: A3		
				Sheet 1 of 2 Sheets		
				PLAN REGISTERED TIME: 3.22pm DATE: 09/11/2022 J.Beckingham Assistant Registrar of Titles		

PS847327 S



90 NAPOLEON ST.
ELTHAM, 3095
PH: 9439 6609
M: 0422 384 789
e: cdals@bigpond.com

SCALE
1:200

LENGTHS ARE IN METRES

2 0 2 4 6 8 10

Digitally signed by: Claudio Dario, Licensed Surveyor,
Surveyor's Plan Version (3),
25/08/2022, SPEAR Ref: S192288C

ORIGINAL SHEET
SIZE: A3

Sheet 2 OF 2 Sheets

Digitally signed by:
Kingston City Council,
30/08/2022,
SPEAR Ref: S192288C



Department of Transport and Planning

Electronic Instrument Statement

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

Produced 20/05/2026 11:05:03 AM

Status	Registered	Dealing Number	AY832389W
Date and Time Lodged	30/01/2025 03:16:15 PM		

Lodger Details

Lodger Code	19531K
Name	DENTONS AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
--------------	----------

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Land Title Reference

12436/191

Transferor(s)

Given Name(s)	TODD JOSEPH
Family Name	BENIGNO

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 1075000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	SHELLEY LAUREN
Family Name	TURNER
Address	
Unit Type	UNIT
Unit Number	2
Street Number	16



Department of Transport and Planning

Electronic Instrument Statement

Street Name	CANNES
Street Type	AVENUE
Locality	BONBEACH
State	VIC
Postcode	3196

Duty Transaction ID
6190369

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	SHELLEY LAUREN TURNER
Signer Name	CARLA CASSANO
Signer Organisation	BOND PROPERTY LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	30 JANUARY 2025

Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	TODD JOSEPH BENIGNO
Signer Name	MINYI WANG
Signer Organisation	ALL POINTS CONVEYANCING LAWYERS
Signer Role	LAW PRACTICE
Execution Date	30 JANUARY 2025

File Notes:
NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	A340193
Number of Pages (excluding this cover sheet)	4
Document Assembled	20/05/2026 11:05

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A340193

A340193

196
125-4/51-
****4-5 OF RT c9-12 334761 MAY24-57



DA340193-1-4

ALAN WAINWRIGHT & CO.

THE ENGLISH SCOTISH AND AUSTRALIAN C. CO. LIMITED

VICTORIA

L. S. to H. B. + O. h. butcher

FREEHOLD

TRANSFER OF LAND

C. PAID

I STANLEY GEORGE GARNSWORTHY of 8 The Strand

Williamstown Company Director being registered as the proprietor of an estate in fee simple in the land hereinafter described
Subject to the encumbrances notified hereunder IN CONSIDERATION of the sum of TWO HUNDRED AND NINETY POUNDS paid to me by THOMAS ALBERT BROWN of 39 Woodbine Grove Chelsea Fibrous Plasterer DO HEREBY TRANSFER to the said Thomas Albert Brown All my estate and interest in ALL THAT piece of land being Lot 16 on Plan of Subdivision No. 26796 lodged in the Office of Titles being part of Crown Allotment 145 Parish of Lyndhurst County of Mornington and being part of the land more particularly described in Certificate of Title Volume 3047 Folio 268 AND the said THOMAS ALBERT BROWN for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the said land hereby transferred or any part thereof doth hereby covenant with the said Stanley George Garnsworthy his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land remaining untransferred in the said Certificate of Title or any part thereof that no quarrying operations shall be carried on or upon the said land hereby transferred or any part thereof nor shall any earth clay marl stone gravel or sand be dug or removed therefrom except for the purpose of laying the foundations of any building that may be erected on the said land hereby transferred or any part thereof or to be used in the erection of any such building AND IT IS



*Fee Red & Blue
Ct 3047/268 (PH)
UNDER AN ACRE*

*ENC AS TO BLUE
ELEMENTS ETC SEC 98
AS TO WHOLE
COVT. HEREIN*

*HAB
25/6/57*

*Sec. 98
20/6/57*

*28 MAY 1957
21/6/57*

*new B. in A354345
21/6/57*

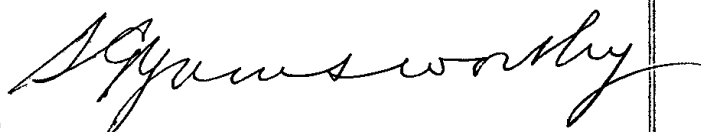
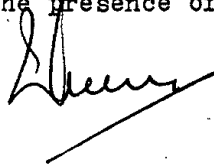
HEREBY REQUESTED that this Covenant shall run with the land hereby transferred and shall be noted and appear on every future Certificate of Title for the said land hereby transferred or any part or parts thereof as an encumbrance.

DATED the 16th day of May 1957.

SIGNED by the said STANLEY

GEORGE GARNSWORTHY in Vic-

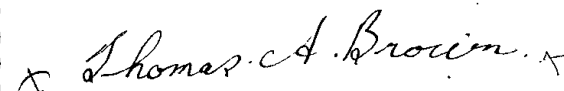
toria in the presence of:



SIGNED by the said THOMAS

ALBERT BROWN in Victoria

in the presence of:



ENCUMBRANCES REFERRED TO



DR340193-2-1

The Registrar of Titles
Please Register this transfer
and issue new title to
lodging party
Alma Dunning

ALAN WAINWRIGHT & CO.,
Solicitors,
390 Little Collins St.,
MELBOURNE.

TRANSFER OF LAND

MR. T. A. BROWN

to

MR. S. G. GARNSWORTHY

DATED: 1957.

A memorandum of the within instrument
has been entered in the Register Book
Vol. 3047 Fol. 268

Wainwright
Assistant Registrar of Titles



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 15/05/2026 10:32:18 AM

OWNERS CORPORATION 1
PLAN NO. PS847327S

The land in PS847327S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

16 CANNES AVENUE BONBEACH VIC 3196

OC057123N 09/11/2022

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:

OC057123N 09/11/2022

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	300.00	300.00

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



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS847327S

Statement End.



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OWNERS CORPORATION 2
PLAN NO. PS847327S

The land in PS847327S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 2, 3.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

16 CANNES AVENUE BONBEACH VIC 3196

OC057124L 09/11/2022

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:

OC057124L 09/11/2022

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Total	200.00	200.00

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS847327S

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS847327S

The land in PS847327S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

16 CANNES AVENUE BONBEACH VIC 3196

OC057123N 09/11/2022

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:

OC057123N 09/11/2022

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Total	300.00	300.00

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS847327S

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**Owners corporation additional information
accompanying a plan
Unlimited owners corporation**

OC057123N

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Name: ALL POINTS CONVEYANCING LAWYERS
Phone: 03 9574 9500
Address: SUITE 12, 622 FERNTREE GULLY ROAD WHEELERS HILL, VIC 3150
Reference: GR:BE:7688
Customer Code: 23254L

Applicant: (full name and address including postcode)
JAKE DANIEL ADELMAN AND TODD JOSEPH BENIGNO OF 1 BANK LANE, EDITHVALE, VIC 3196

Plan no.: PS847327S Owners corporation no.: 1

Owners corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's requirements) Regulations 2011)
16 CANNES AVENUE, BONBEACH 3196

The purposes of the owners corporation are: (section 27B(2) Subdivision Act 1988)
AND THE COMMON SERVICES
THE PURPOSE OF OWNERS CORPORATION 1 PS847327S IS TO MANAGE THE LAND AFFECTED BY THE OWNERS CORPORATION (EXCEPT THE USE OF ANY COMMON PROPERTY AFFECTED BY A LIMITED OWNERS CORPORATION)

The basis for the allocation of lot entitlement and lot liability is: (section 27F(2)(a) Subdivision Act 1988)

IN DETERMINING THE LOT ENTITLEMENT, REGARD HAS BEEN HAD TO THE VALUE OF EACH LOT AND THE PROPORTION THAT VALUE BEARS TO THE TOTAL VALUE OF THE LOTS AFFECTED BY THE OWNERS CORPORATION.
IN DETERMINING THE LOT LIABILITY, REGARD HAS BEEN HAD TO THE AMOUNT THAT IS JUST AND EQUITABLE FOR THE OWNER OF EACH LOT TO CONTRIBUTE TOWARDS THE ADMINISTRATIVE AND GENERAL EXPENSES OF THE OWNERS CORPORATION.

35271702A

OC1

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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**Owners corporation additional information
accompanying a plan
Unlimited owners corporation**

OC057123N

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Additional functions or obligations that are to be carried out or complied with by the unlimited owners corporation are:
(section 27C(4) Subdivision Act 1988)

W ~~THE~~ NOT APPLICABLE.

Signing:

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of JAKE DANIEL ADELMAN
Signer Name GRANT RENKEMA
Signer Organisation ALL POINTS CONVEYANCING LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

30/09/2022

35271702A

OC1

Page 2 of 3

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**Owners corporation additional information
accompanying a plan
Unlimited owners corporation**

OC057123N

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1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of TODD JOSEPH BENIGNO
Signer Name GRANT RENKEMA
Signer Organisation ALL POINTS CONVEYANCING LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 

Execution Date 30/09/2022

35271702A

OC1

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS847327S

The land in PS847327S is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 2, 3.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

16 CANNES AVENUE BONBEACH VIC 3196

OC057124L 09/11/2022

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:

OC057124L 09/11/2022

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	100	100
Lot 3	100	100
Total	200.00	200.00

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/10/2024 06:08:25 PM

OWNERS CORPORATION 2
PLAN NO. PS847327S

Statement End.

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**Owners corporation additional information
accompanying a plan
Limited owners corporation**

OC057124L

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Name: ALL POINTS CONVEYANCING LAWYERS
Phone: 03 9574 9500
Address: SUITE 12, 622 FERNTREE GULLY ROAD WHEELERS HILL, VIC 3150
Reference: GR:BE:7688
Customer Code: 23254L

Applicant: (full name and address, including postcode)
JAKE DANIEL ADELMAN AND TODD JOSEPH BENIGNO OF 1 BANK LANE, EDITHVALE, VIC 3196

Plan no.: PS847327S Owners corporation No.: 2

Owners corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)
16 CANNES AVENUE, BONBEACH 3196

The purposes of the owners corporation are: (section 27C(2) Subdivision Act 1988)
THE PURPOSE OF OWNERS CIORPORATION 2 PS847327S IS TO MANGE THE USE OF THE COMMON PROPERTY WITHIN THE LAND AFFECTED BY THE OWNERS CORPORATION

The basis for the allocation of lot entitlement and lot liability is: (section 27F(2)(a) Subdivision Act 1988)
IN DETERMINING THE LOT ENTITLEMENT, REGARD HAS BEEN HAD TO THE VALUE OF EACH LOT AND THE PROPORTION THAT VALUE BEARS TO THE TOTAL VALUE OF THE LOTS AFFECTED BY THE OWNERS CORPORATION.
IN DETERMINING THE LOT LIABILITY, REGARD HAS BEEN HAD TO THE AMOUNT THAT IS JUST AND EQUITABLE FOR THE OWNER OF EACH LOT TO CONTRIBUTE TOWARDS THE ADMINISTRATIVE AND GENERAL EXPENSES OF THE OWNERS CORPORATION.
Details of the limitations where the owners corporation is limited other than as to common property: (Regulation 15 Subdivision (Registrar's requirements) Regulations 2011)

NOT APPLICABLE
NOT APPLICABLE

35271702A

OC2

**Owners corporation additional information
accompanying a plan
Limited owners corporation**

OC057124L

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Functions or obligations that are to be carried out or complied with by the unlimited owners corporation are: (section 27C(4) Subdivision Act 1988)

NOT APPLICABLE

 ~~NOT APPLICABLE~~

35271702A

OC2

Page 2 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

**Owners corporation additional information
accompanying a plan
Limited owners corporation**

OC057124L

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Signing:

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of JAKE DANIEL ADELMAN
Signer Name GRANT RENKEMA
Signer Organisation ALL POINTS CONVEYANCING LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature



Execution Date

30/06/2022

35271702A

OC2

Page 3 of 4

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

**Owners corporation additional information
accompanying a plan
Limited owners corporation**

OC057124L

Privacy Collection Statement

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the applicant.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	TODD JOSEPH BENIGNO
Signer Name	GRANT RENKEMA
Signer Organisation	ALL POINTS CONVEYANCING LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	
Execution Date	30/06/2022

35271702A

OC2

Page 4 of 4

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

Land Information Certificate

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



City of
KINGSTON

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

Date of Issue:	20 May 2026
Assessment No:	185890 9
Property Location:	Unit 2 16 Cannes Avenue, BONBEACH VIC 3196
Parcel Details:	Lot 2 PS847327
Certificate No:	166029
Certificate Expiry Date:	18 August 2026
Applicants Reference:	80602209-020-9:92797

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

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

Operative Date of Valuation: 01 July 2025	Site Value:	350,000
Relevant Date of Valuation: 01 Jan 2025	Capital Improved Value:	1,000,000
	Net Annual Value:	50,000

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

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

Arrears

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

Current Rate

General Rates	\$1,820.10
Emergency Services & Volunteers Fund	\$309.00
Municipal Charge	\$100.00
Waste Management	\$369.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$-1,948.60

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

OUTSTANDING \$649.50

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

Assessment No.	185890/9
Certificate No.	166029
Certificate Expiry Date	18 August 2026

ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

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

I acknowledge having received the sum of \$30.60.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 18 August 2026.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2026.

Four instalments: 30 September 2025, 30 November 2025, 28 February 2026, 31 May 2026.

- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

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

Important Information Regarding Settlements via PEXA

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



Biller Code: 8938

Ref: 1858909

Tanya Madhwani

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Bond Conveyancing C/- InfoTrack
(ActionStep)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 2 LOT 2 16 CANNES AVENUE
BONBEACH 3196
2 PS 847327

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50E//09766/00077	LANDATA CER 80602209-032-2	20 MAY 2026	52203403

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

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

(b) By South East Water

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

- The meter at the property was last read on 19/02/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.95 per day**

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

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

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

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

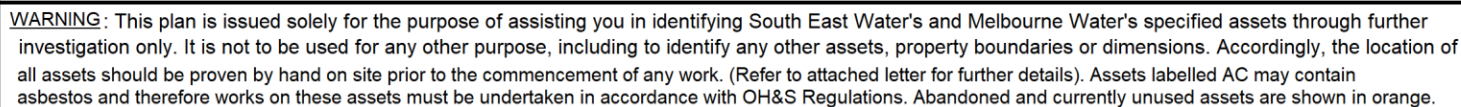
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

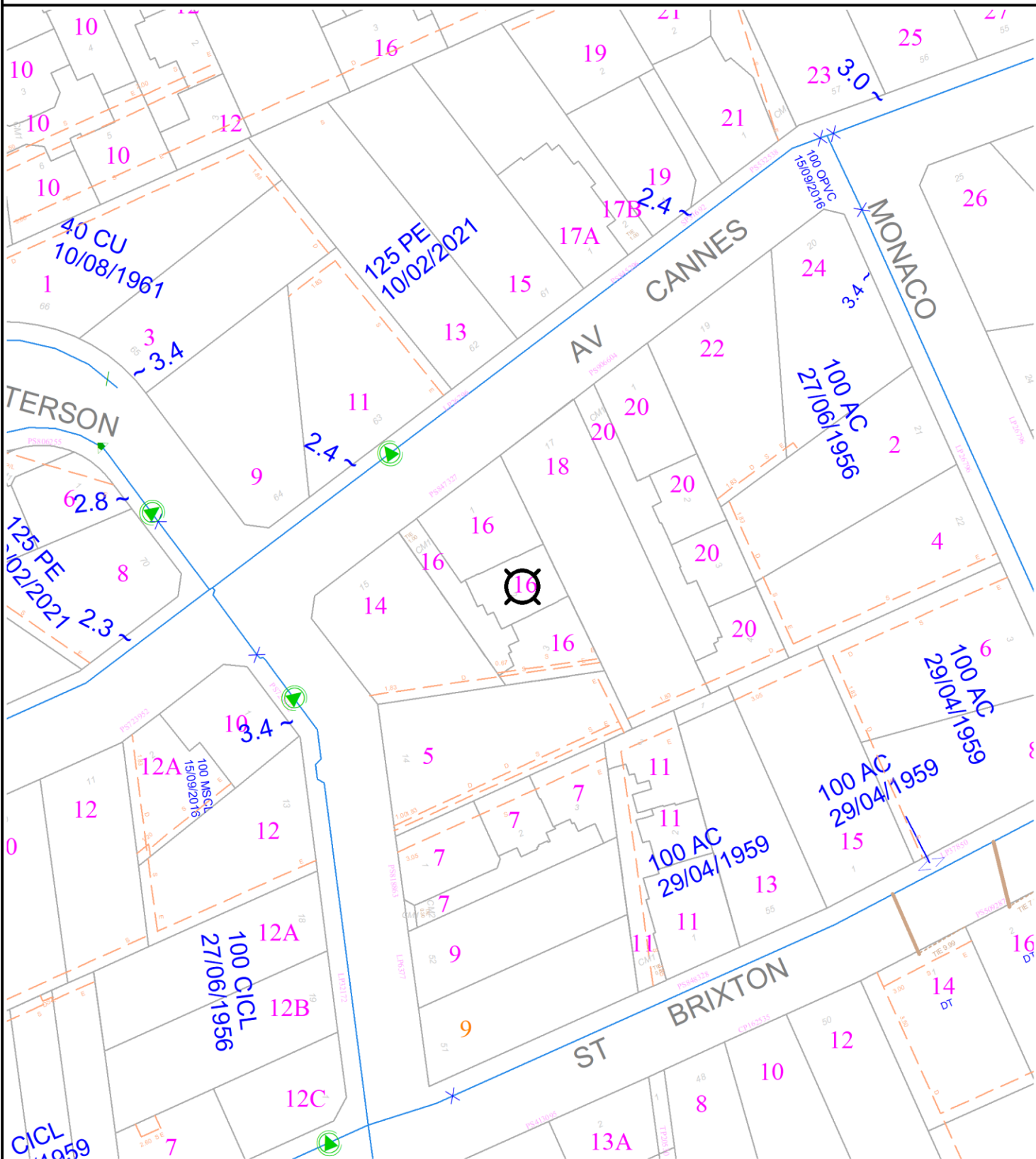
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



	Title/Road Boundary		Subject Property		Maintenance Hole		Abandoned Sewer
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft		
	Easement		Direction of Flow		Offset from Boundary		

Melbourne Water Assets

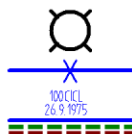
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.



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

LEGEND

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



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

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

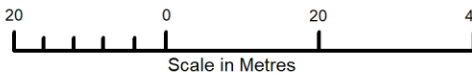


ASSET INFORMATION - RECYCLED WATER

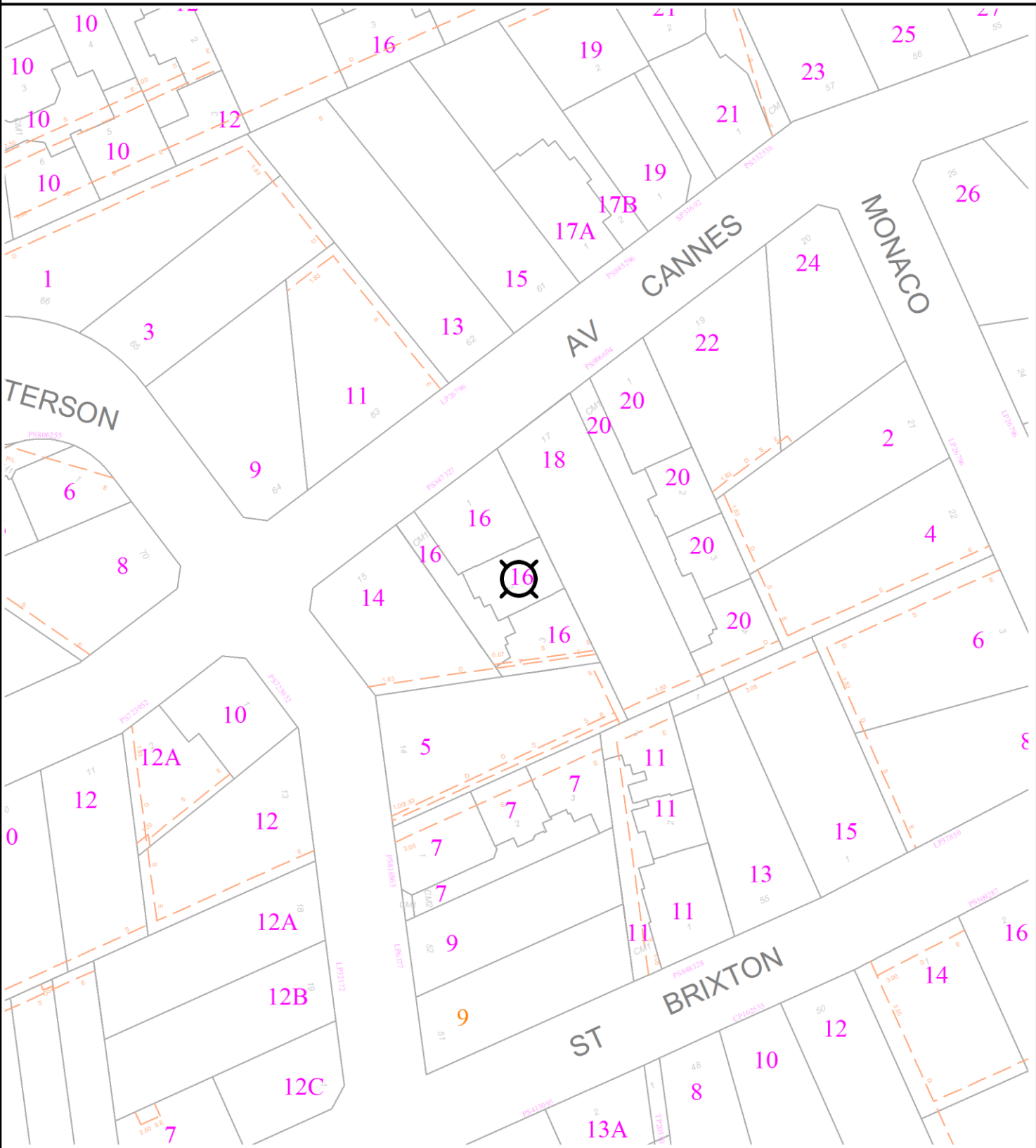
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 2 UNIT 2 16 CANNES AVENUE BONBEACH 3196

Case Number: 52203403



Date: 20MAY2026



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

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

Property Clearance Certificate

Land Tax



INFOTRACK / BOND CONVEYANCING

Your Reference:	36592
Certificate No:	99255076
Issue Date:	20 MAY 2026
Enquiries:	ESYSPROD

Land Address:	UNIT 2, 16 CANNES AVENUE BONBEACH VIC 3196
---------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49493129	2	847327	12436	191	\$0.00

Vendor: SHELLEY TURNER
Purchaser: NOT KNOWN NOT KNOWN

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
SHELLEY LAUREN TURNER	2026	\$350,000	\$0.00	\$0.00

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

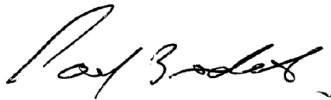
Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,000,000
SITE VALUE (SV):	\$350,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 99255076

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 = \$1,500.00

Taxable Value = \$350,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,000.00

Taxable Value = \$1,000,000

Calculated as \$1,000,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 99255076

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: 99255076

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / BOND CONVEYANCING

Your Reference:	36592
Certificate No:	99255076
Issue Date:	20 MAY 2026
Enquires:	ESYSPROD

Land Address: UNIT 2, 16 CANNES AVENUE BONBEACH VIC 3196					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
49493129	2	847327	12436	191	\$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:	\$1,000,000
SITE VALUE:	\$350,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99255076

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / BOND CONVEYANCING

Your Reference:	36592
Certificate No:	99255076
Issue Date:	20 MAY 2026

Land Address: UNIT 2, 16 CANNES AVENUE BONBEACH VIC 3196

Lot	Plan	Volume	Folio
2	847327	12436	191

Vendor: SHELLEY TURNER
Purchaser: NOT KNOWN NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 99255076

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 99255077 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: 99255077 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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PROPERTY REPORT

Created at 22 May 2026 12:50 PM

PROPERTY DETAILS

Address: **2/16 CANNES AVENUE BONBEACH 3196**

Lot and Plan Number: **Lot 2 PS847327**

Standard Parcel Identifier (SPI): **2\PS847327**

Local Government Area (Council): **KINGSTON**

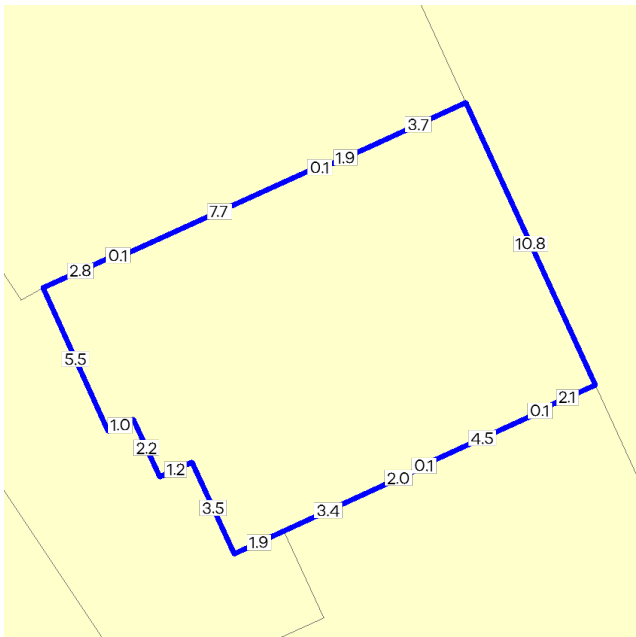
Council Property Number: **533866**

Directory Reference: **Melway 97 C4**

www.kingston.vic.gov.au

SITE DIMENSIONS

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



Area: 167 sq. m

Perimeter: 54 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CARRUM**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 22 May 2026 12:50 PM

PROPERTY DETAILS

Address: **2/16 CANNES AVENUE BONBEACH 3196**

Lot and Plan Number: **Lot 2 PS847327**

Standard Parcel Identifier (SPI): **2\PS847327**

Local Government Area (Council): **KINGSTON**

Council Property Number: **533866**

Planning Scheme: **Kingston**

Directory Reference: **Melway 97 C4**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CARRUM**

OTHER

Registered Aboriginal Party: **Bunurong Land Council**

Aboriginal Corporation

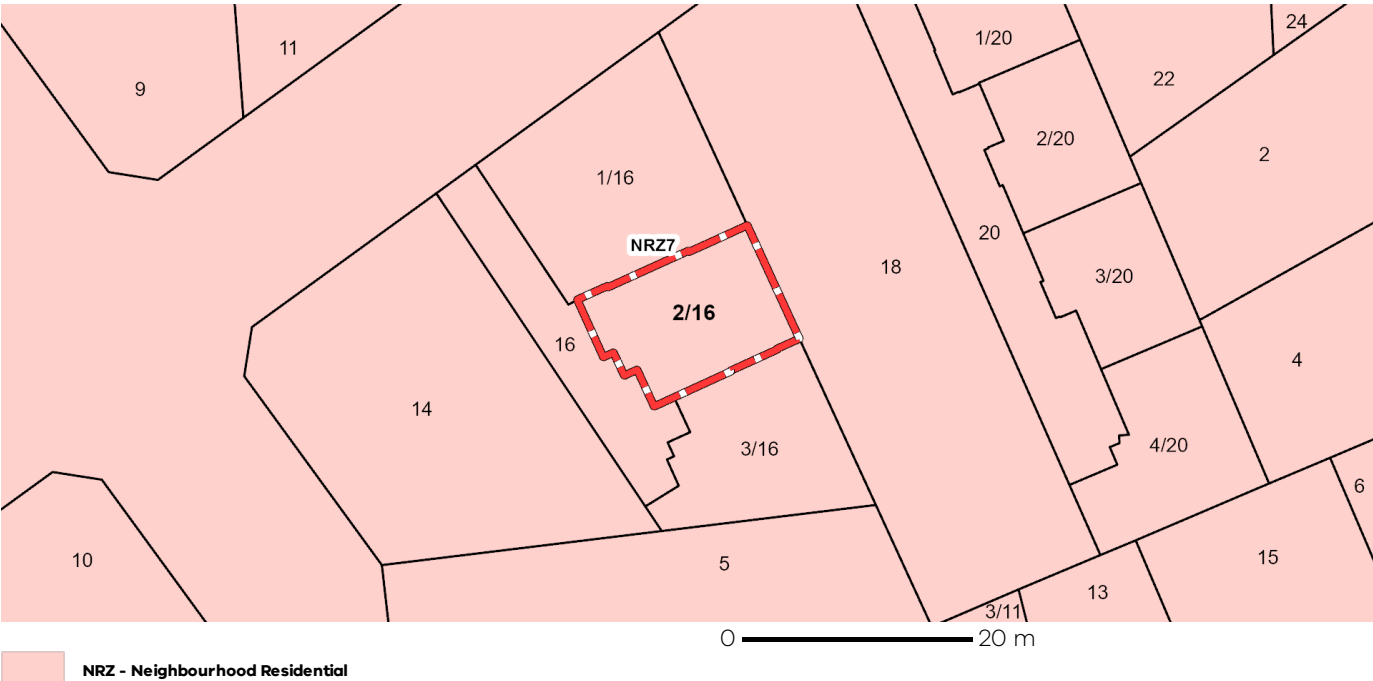
Fire Authority: **Fire Rescue Victoria & Country**

Fire Authority

[View location in VicPlan](#)

Planning Zones

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



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

Planning Overlays

No planning overlay found

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

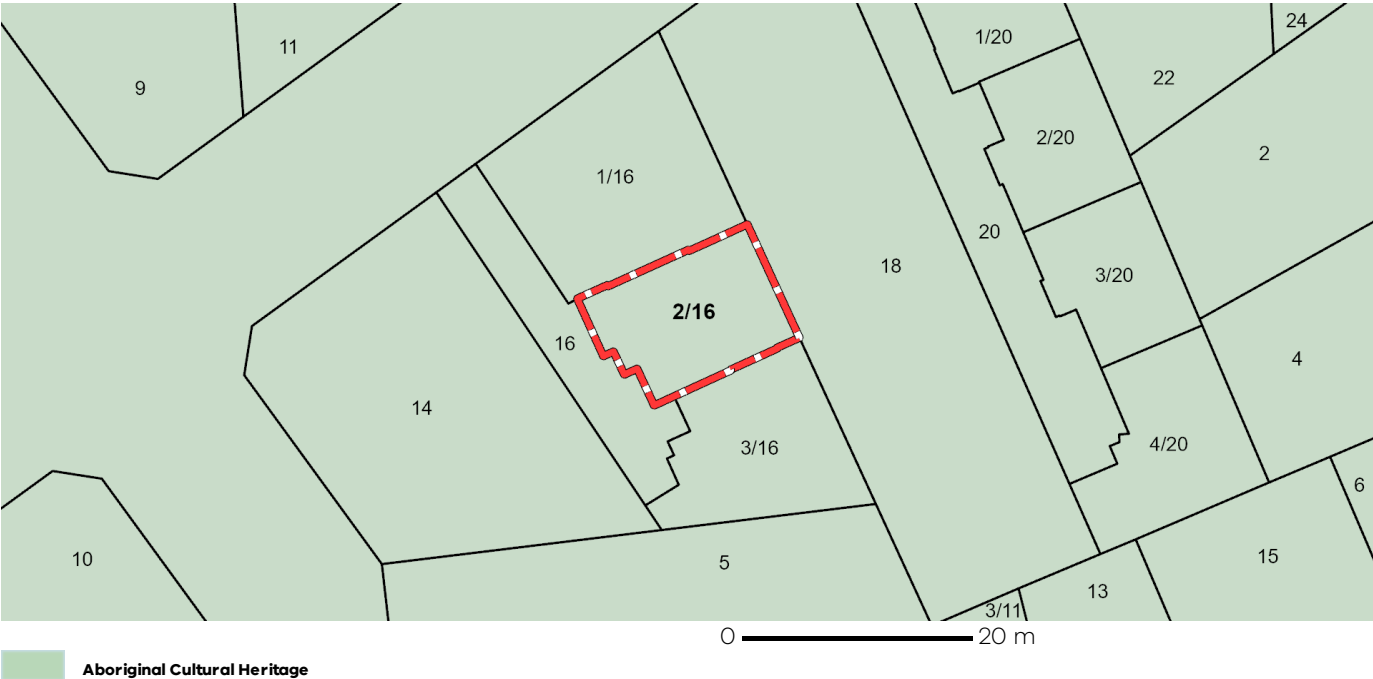
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Further Planning Information

Planning scheme data last updated on 21 May 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

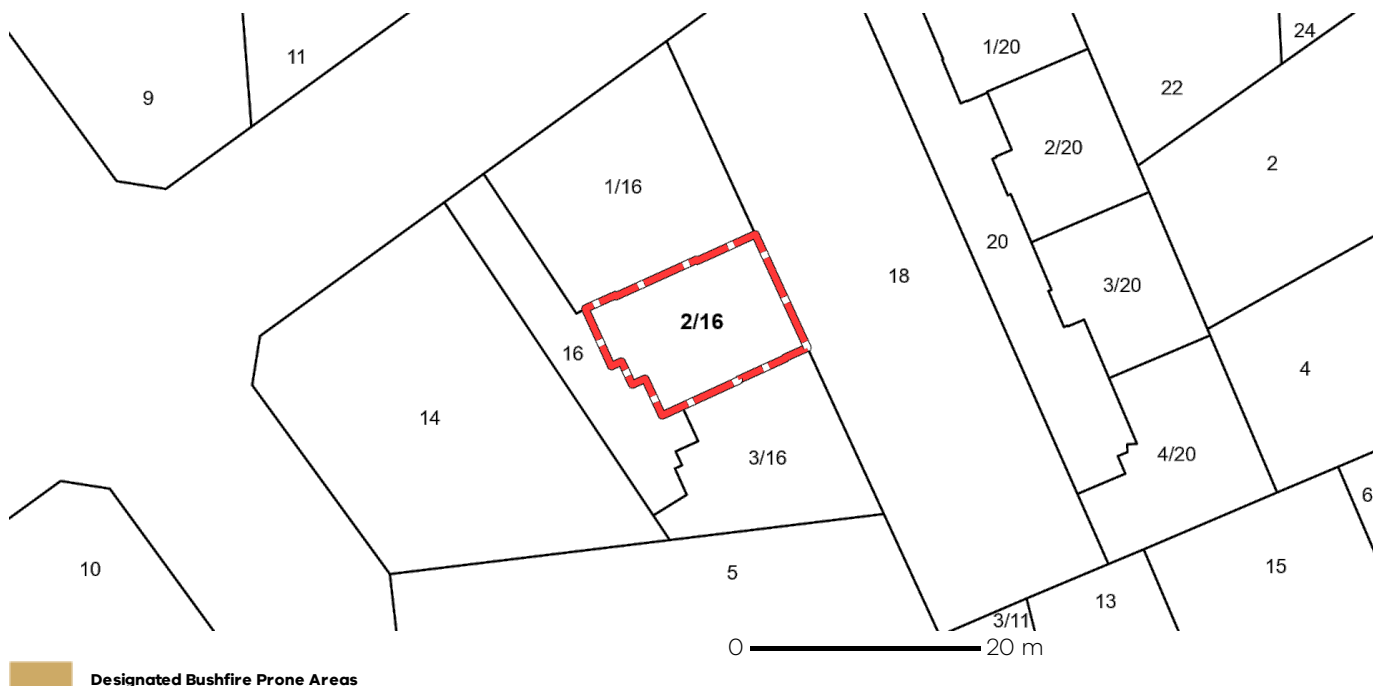
Department
of Transport
and Planning

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

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

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

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

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

Native Vegetation

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

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

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

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

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

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No 1 Plan no PS847327S

Address: UNIT 2, 16 CANNES AVENUE BONBEACH VIC 3196

This certificate is issued for 847327S		Lot 2 on Registered Plan of Strata Subdivision
Postal address is		unit 2, 16 Cannes Avenue Bonbeach Vic 3196
Applicant for the certificate is		Bond Property Lawyers
Address for delivery of certificate is:		Level 10, 369 Royal Parade, Parkville VIC 3052
Date that the application was received:		22 May 2025
IMPORTANT:		
The information in this certificate is issued on: 22 May 2025		
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.		
1.	The Owners Corporation fee is \$1,184.00	
2.	The date to which the fees for the lot have been paid up to is: Owners Corporation Administration Levy fees for the period : November 2025 to April 2026	
3.	The total of any unpaid fees or charges for the lot are: Nil	
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil	
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: N/A	
6.	The owners corporation has the following insurance cover: As attached.	
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution No	
8.	The total funds held by the owners corporation: N/A	
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details N/A	
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details N/A	
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details	

	N/A
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details N/A
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details N/A
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
16.	Documents required to be attached to the owners corporation certificate are:
	• A copy of the rules or the consolidated rules registered at Land Use Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

DATED the June 2026.

This owners corporation certificate was prepared by: _____

SIGNED by Shelley Turner in his capacity as owner of Lot 2

)
)

Signed by:26/5/2026

Shelley Lauren Turner

2E94BC0963CC4D8...

_____)Signature

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 **Damage to common property**

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

5. **Lots**

5.1 **Change of use of lots**

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

Example

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

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

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

6. **Behaviour of persons**

6.1 **Behaviour of owners, occupiers and invitees on common property**

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

6.2 **Noise and other nuisance control**

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

7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

**Minutes of the Annual General Meeting of Owners Corporation 1- 847327S
held at Unit 1/16 Cannes Avenue Bonbeach
on Thursday 7th November 2024 at 10.00am**

Premises: 16 Cannes Avenue Bonbeach

Attendance: J D Adelman

Details of any proxies held:

J D Adelman holding proxies for T Benigno and Braz Super Security PL

1. Determination of quorum and entitlement to vote

Attendance or representation of 50% of Members is necessary to constitute a Quorum. A Meeting however may proceed without a quorum. If there is not a quorum, the meeting may proceed, but all decisions are interim decisions (Regulation 78 Owners Corporations Act 2006).

As all Members of the Owners Corporation were in attendance at this meeting, this meeting has a quorum for ordinary resolutions.

As all Members of the Owners Corporation were in attendance at this meeting, this meeting is able to pass any special resolutions as determined at this meeting.

3. – Appointment of Chairperson

Motion 3.1-That Jake Adelman be appointed as chairperson of this meeting.
This is for both OC1 and OC2
All in favour : Motion Carried

4. That the requirement for 14 days notice before this meeting be waived.

Motion 4.1-The requirement for 14 days notice before this meeting is waived
All in favour: Motion Carried

5. Financial Report- OC1. OC2 does not have a separate bank account and carries no fees.

Opening Balance as at 1 November 2023 was \$1510.34
The following income and expenses were incurred in the financial year 1 November 2023 to 31 October 2024:

Admin Fund Levy	<u>\$6704.00</u>
Total Funds received	<u>\$6704.00</u>
Admin Fund Expenses	
Insurance	\$3655.69
Common water	\$ 183.32
Garden and Grounds	\$ 240.00
Nature Strip	<u>\$ 30.00</u>
Total Expenses	<u>\$4109.01</u>

Cash at Bank at the end of financial year \$2594.99

Motion 5.1 – That the financial report be accepted as detailed
All in favour: Motion carried

Budget for the year ending 31 October 2025

Motion 5.2- Budget: That the following Budget be adopted for the year ending 31 October 2025 and that levy fees be set at \$6704.00 per annum

Budget breakdown as follows:

Income	\$6704.00
Insurance	\$4200.00
Common water	\$200.00
Garden and Grounds	\$400.00
Nature Strip	\$100.00
Total	\$4900.00

This will leave a surplus for contingencies of \$1804.00
All in favour: Motion carried.

The charges schedule for each lot is noted below:

<u>November 24 – April 25</u>	<u>May 25 – October 25</u>	<u>Total Year</u>
Lot 1 \$984.00	Lot 1 \$984.00	\$1,968.00
Lot 2 \$1,184.00	Lot 2 \$1,184.00	\$2,368.00
Lot 3 \$1,184.00	Lot 3 \$1,184.00	\$2,368.00

\$6,704.00

General Business

A discussion had taken place prior to the meeting with respect to the sale of unit 2. It was Agreed that an additional signatory on the bank account was unnecessary at this time however, Jake Adelman who was managing the bank account could request at a later time an additional signatory on the bank account.

There being no further business, the meeting was closed.

Confirmed as a true and correct record of the meeting:

Chairman:.....
J D Adelman

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No 2 Plan no PS847327S**Address: UNIT 2, 16 CANNES AVENUE BONBEACH VIC 3196**

This certificate is issued for 847327S		Lot 2 on Registered Plan of Strata Subdivision
Postal address is		unit 2, 16 Cannes Avenue Bonbeach Vic 3196
Applicant for the certificate is		Bond Property Lawyers
Address for delivery of certificate is:		Level 10, 369 Royal Parade, Parkville VIC 3052
Date that the application was received:		22 May 2025
IMPORTANT:		
The information in this certificate is issued on: 22 May 2025		
You can inspect the owners corporation's register for additional information and you should obtain a new certificate for current information prior to settlement.		
1.	The Owners Corporation NIL	
2.	The date to which the fees for the lot have been paid up to is: NIL	
3.	The total of any unpaid fees or charges for the lot are: Nil	
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: Nil	
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in items 1 to 4 above are: N/A	
6.	The owners corporation has the following insurance cover: As attached.	
7.	Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution No	
8.	The total funds held by the owners corporation: N/A	
9.	Are there any liabilities of the owners corporation that are not covered by items 1 to 4 above? If so, then provide details N/A	
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details N/A	
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details N/A	

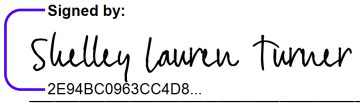
12.	Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details N/A
13.	Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details N/A
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details N/A
15.	Has an administrator has been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?
16.	Documents required to be attached to the owners corporation certificate are:
	• A copy of the rules or the consolidated rules registered at Land Use Victoria • A copy of Schedule 3 of the Owners corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners"

DATED the May 2026.

This owners corporation certificate was prepared by: _____

SIGNED by Shelley Turner in his capacity as owner of Lot 2

)
)

Signed by: **26/5/2026**

 2E94BC0963CC4D8...
 Signature

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. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to -
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

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

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

4.3 **Damage to common property**

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

5. **Lots**

5.1 **Change of use of lots**

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

Example

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

5.2 **External appearance of lots**

1. An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
2. An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 **Requiring notice to the owners corporation of renovations to lots**

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

6. **Behaviour of persons**

6.1 **Behaviour of owners, occupiers and invitees on common property**

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

6.2 **Noise and other nuisance control**

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

7. **Dispute resolution**

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

**Minutes of the First Meeting of Owners Corporation 2- 847327S
held at Unit 1/16 Cannes Avenue Bonbeach
on Thursday 1st September 2022 at 10.30am**

Premises: 16 Cannes Avenue Bonbeach

Present: J D Adelman and T J Benigno in partnership of PS847327S-OC2. It must be noted that J D Adelman and T J Benigno are the only members of the Owners Corporation and are entitled to vote over the 2 lots as defined on the Plan of Subdivision.

1. It was noted that the Plan of Subdivision No: PS847327S for Owners Corporation No.2 has been registered by the Land Titles Office on the 28th August 2022.

2. The Occupancy Certificate has been received.

3. As J D Adleman and T J Benigno are the only members of the Owners Corporation, the requirement for 14 days notice before the Annual General Meeting is hereby waived.

4. Determination of quorum and entitlement to vote

Attendance or representation of 50% of Members is necessary to constitute a Quorum. A Meeting however may proceed without a quorum. If there is not a quorum, the meeting may proceed, but all decisions are interim decisions (Regulation 78 Owners Corporations Act 2006).

As all Members of the Owners Corporation were in attendance at this meeting, this meeting has a quorum for ordinary resolutions.

As all Members of the Owners Corporation were in attendance at this meeting, this meeting is able to pass any special resolutions as determined at this meeting.

Motion 1: That the requirement for 14 days notice before this meeting be waived.

The requirement for 14 days notice before this meeting is waived.

All in favour: Yes: 2, No: 0, Abstain: 0

Motion 2: That T J Benigno be appointed as Chairman of the meeting.

All in favour: Yes: 2, No: 0, Abstain: 0

Motion 3: That the Owners Corporation 847327S will be self managed and will not be appointing an Owners Corporation Manager.

All in favour: Yes: 2, No: 0, Abstain: 0

Motion 4: That the Owners Corporation No. 2 will not require a separate bank account and that all services and repairs will be paid from the Owners Corporation No. 1 bank account.

All in favour: Yes: 2, No: 0, Abstain: 0

Motion 5: that there is no separate budget for Owners Corporation No. 2 for the first year and therefore no further contributions required to be paid for the first year other than those contributions as defined in the minutes of Owners Corporation No. 1

All in favour: Yes: 2, No: 0, Abstain: 0

Motion 6: Appointment of a Chairperson of the Owners Corporation.

Pursuant to Part 4, Division 8, subsection 98, (1) if an owners corporation does not have a committee, the lot owners must elect a member to be the chairperson of the owners corporation.

That T J Benigno be appointed as Chairperson of the Owners Corporation

All in favour: Yes: 2, No: 0, Abstain: 0

Confirmed as a true and correct record of the meeting:

Chairman:.....

T J Benigno



If Undelivered please return to:
PO Box 621
Archerfield BC QLD 4108

Owners Corp Number 847327
SHELLMARTY2@BIGPOND.COM

This is about your Strata Insurance
Policy number HSA140628411



18 August 2025

Dear Owners Corp Number 847327,

This is about your Strata Insurance
Please see below confirmation of your payment

Receipt

Policy Number	Amount	Payment Type	Payment Reference Number	Date Received
HSA140628411	\$4509.33	Policy Payment	15352140628411	18/08/2025

Please call us on 13 22 44 if we can help you with any other insurance matters.

Take care,
The AAMI Team





Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8585 3800 F: 8786 3866

www.buildingstrategies.com.au

BUILDING PERMIT**Building Act 1993****Building Regulations 2018:- Reg 37(1)****Form 2****Permit Number: BS-U 1441 5355209828728/0****Issued to:**

Agent of Owner:	Jake Adelman and Todd Benigno
ACN:	817 483 247
Postal Address:	1/5 Latham Street BENTLEIGH EAST VIC 3165
Email:	toddb@admagroup.com;jakea@admagroup.com
Phone:	0425 930 008

Ownership:

Owner:	Jake Adelman and Todd Benigno
Address:	1/5 Latham Street BENTLEIGH EAST 3165
Telephone:	0425 930 008

Property Details:

Lot:	16
Street Number:	16
Street Name:	Cannes Avenue
Suburb:	BONBEACH
Postcode:	3196
LP/PS:	LP026796
Volume:	08144
Folio:	370
Municipal District:	Kingston City Council

Builder:

Name:	Leon Komm of BuildKomm Pty Ltd
ACN:	143018277
Postal Address:	1/5 Latham Street BENTLEIGH EAST VIC 3165
Email:	shaun@buildkomm.com.au;tom@buildkomm.com.au

Natural Person:

Name:	Leon Komm
Email Address:	shaun@buildkomm.com.au;tom@buildkomm.com.au
Mobile:	0421707551

Practitioners engaged in the building works:

Practitioner:	Reg Number:	Category/Class:
Leon Komm	DB-U 19089	Builder

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

Practitioner:	Reg Number:	Category/Class:
Leon Komm	CDB-U 50148	Builder
Elizabeth Necovski	PE0003881	Civil Engineer



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Details of domestic building work insurance:

Name of Builder:	BuildKomm Pty Ltd
Name of issuer or provider:	CCM Insurance Group Pty
Policy Number:	C625836, C625836 & C625837
Policy cover:	\$1,084,374

Details of relevant Planning Permit (if applicable):

Planning Permit Number:	KP-2020/155
Date of grant of Planning Permit:	08/09/2020

Nature of Building Works:

Storeys contained:	2
Effective height:	7.2m
Version of BCA applicable to permit:	NCC 2019 Volume 2
Cost of building work:	\$1,084,374
Total floor area of new building work in m2:	488m2
Nature of Building Works:	Construction of a Multi-Unit Development (x3)

Building Classification:

Part of Building	BCA Classification
Dwellings (x 3)	1a(b)
Garages (x 3)	10a

Performance Solution

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

Relevant performance requirement	Details of Performance Solution
P2.1.1 Structural stability & resistance	NuCLAD Exterior Insulation and Finishing System was used to determine compliance with the following Performance Requirements of the BCA that relate to this project.
P2.2.2 Weatherproofing	

Prescribed Reporting Authorities

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

Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)

Protection work

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



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INSPECTION REQUIREMENTS

The mandatory notification stages are:

Building	Inspections
Construction of a Multi-Unit Development (x3)	• Pre Slab - Screw Piles • Concrete Slab Reinforcement • Framework • Final completion of works

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

OCCUPATION OR USE OF BUILDING

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

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

Commencement and completion

Building Works must commence by: 21/07/2022

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

This building work must be completed by: 21/07/2023

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

PERMIT CONDITIONS:

Description	Requirements:
General:	• The builder named in the building permit must ensure that a copy of the building permit and one set of the approved plans, specifications and documents relating to that permit are available for inspection of the allotment concerned while the building work is in progress. • The builder named in the building permit issued for the building work must ensure the registration numbers and contact details of the builder and building surveyor and the building permit number and the date of issue are displayed on the allotment in a conspicuous position prior to the commencement of building work and for the duration of the building work. • Building work as detailed on the endorsed building permit plans and associated documentation must not be altered in any way without prior approval from the relevant building surveyor. • All building work shall be carried out in accordance with the Building Act 1993 and Building Regulations 2018. • It is the responsibility of the owner and builder to ensure that where trees are removed from within the zone of influence, the ground is moisturised prior to any building works commencing or the tree roots are to be isolated from the proposed building works. • Any variation to the approved building permit documentation must be



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	submitted to this office for approval prior to the construction of the variation being carried out. • The substitution of the specified fire-rated products, systems and materials is not permitted • All practicable precaution shall be taken to avoid any damage to adjoining allotments or hazardous/dangerous conditions to the general public • No building or building works to be erected or carried out or equipment is to be used on, over, under, or in the air space of the adjoining allotment.
Title Obligations:	• It is the responsibility of the owner and builder of this project to ensure that all buildings or part thereof are constructed within any legal allotment title boundaries. (If doubt exists verification from a licensed land surveyor is recommended prior to commencement of any building works.) • This building permit is not evidence that the design complies with any restrictive covenant or other encumbrance burdening the subject land. It is the owner(s) responsibility to ensure compliance with any encumbrance. The owner may be subject to enforcement proceedings by a Council or legal proceedings from other beneficiaries if they do not comply with any relevant encumbrance.
Owner/Agent Obligations:	• It is the Owners responsibility, or Agent of Owner, to ensure compliance with any Local Council By-Laws and or regulations.
Inspections:	• The person that is named as the builder in the building permit issued for the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage of that work.
Planning / Statutory Authority:	• The owner is responsible for obtaining any planning approvals for building works, complying with obligations under property law, including complying with any covenants, encumbrances, Section 173 Agreements, MCP's as nominated on title. • If a planning permit has been issued for the subject building work, all relevant planning permit conditions must be complied with. • Where a specific finished floor level (FFL) is required by a statutory authority or title encumbrance then it is the responsibility of the owner and builder to ensure compliance prior to construction (eg. Prior to pouring concrete or installation of suspended flooring). A licensed land surveyor is required to be engaged to verify specific finish floor levels and evidence must be provided to the Relevant Building Surveyor prior to the framework commencing.
Frame documentation:	• Truss computations & Layout plan (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes. • Floor joist computations & Layout plan (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes. • Bracing/Lintel computations & Layout plans (if applicable) must be submitted to this office for approval prior to installation. A copy of the approved / endorsed documents must be available for inspection purposes.
Plumbing compliance:	• Where plumbing work which requires the issue of a compliance certificate is carried out in conjunction with the building work included in the permit, a copy of that certificate must be supplied to the relevant building surveyor prior to the issue of any Occupancy Permit or Certificate of Final Inspection. Rainwater tanks and solar hot water systems where required must be installed in accordance with the Plumbing Regulations including a 50m2 catchment area for tanks. Certificates required:



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	• Roof plumbing • Sanitary plumbing • Drainage (below ground sewer) • Drainage (above ground stormwater) • Cold & Hot Water plumbing • Mechanical plumbing (gas heating installation & refrigerated heating & cooling) • Sustainability installation (water tank, solar hot water or recycled water (whichever is applicable)) • During construction temporary downpipes or channelling of the ground to avoid water damage to the adjoining allotments shall be undertaken when necessary.
Electrical compliance:	• Prior to the issue of an Occupancy Permit the builder must provide a certificate of electrical safety - prescribed &/or non-prescribed as applicable.
Waterproofing compliance:	• Prior to the issue of an Occupancy Permit the builder must provide a Waterproofing installation certificate - wet area, balconies, etc (where applicable).
Glazing compliance:	• Prior to the issue of an Occupancy Permit the builder must provide Glazing installation certificate - windows, balustrades, shower screens etc (where applicable).
Special Conditions:	• Builder to verify that the dwelling has been constructed in accordance with 6 star energy provisions and/or part 3.12 of the NCC (as applicable) • Truss Computations and Layout Plan must be submitted to this office for approval prior to installation. A copy of the approved/endorsed Truss Computations and Layout Plan must be available for inspection purposes. • Floor joist design & lay outs to be submitted for approval prior to the frame inspection. A copy of the approved/endorsed Floor joist Computations and Layout Plan must be available for inspection purposes • The building(s) are to be protected from Termites in accordance with AS3660.1 2000. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity. • Provide a copy of the screw pile report for approval by the Relevant Building Surveyor prior to the slab steel / footing inspection (as applicable to the site) being carried out. • Screening is to be installed prior to the occupancy permit being issued - it is the Owners responsibility to ensure this is completed.

Relevant Building Surveyor:

Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	Kingston City Council
Date Permit Issued:	21/07/2021
Permit Number:	5355209828728/0

Signature:



8 September 2020

Luka Mrkonjic Town Planning Services
20A Warrick St
ASCOT VALE VIC 3032

Application No: KP-2020/155
Proposal: Development of three (3) dwellings and associated works in accordance with the endorsed plans
Address: 16 Cannes Avenue, BONBEACH VIC 3196

Please find enclosed your planning permit issued for the above application.

Please note that your planning permit has been issued subject to a number of conditions. This is a **conditional planning permit** and you are therefore required to submit amended plans to Council in accordance with the conditions contained in the planning permit, prior to acting on the planning permit. You cannot act on the planning permit until such time as plans have been endorsed by the Council.

Prior to lodging your plans to Council for endorsement, please ensure all requirements of your planning permit have been met. If plans do not satisfy all requirements, a fee of \$155 may be charged for any subsequent lodgement of plans to Council.

You may also need building or other approvals from Council or other authorities, including the submission of additional plans for approval under this planning permit. Please ensure these matters are attended to prior to acting on this planning permit.

Any variation to the planning permit and/or endorsed plans will require prior written consent from Council.

Please note, the planning permit contains an expiry date. If works have not commenced or are not completed within the required time the permit will expire. The permit holder is responsible for seeking an extension of time from Council.

Requests for an extension of time are not automatically granted, and each application will be considered on its merits against the provisions of the Kingston Planning Scheme at the time of the request. Obtaining endorsed plans or further planning permit approvals does not automatically extend the permit. If a request for an extension to extend the permit is made out of time, the responsible authority **cannot** consider the request and the permit holder **will not be able** to apply to the tribunal.

For more information on what to do next you may find the information on Council's website helpful which can be found at www.kingston.vic.gov.au/planning-next-steps

Should you have any further enquiries, please contact City Development Administration on 9581 4131 or email info@kingston.vic.gov.au

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Jaclyn Murdoch', written in a cursive style.

Jaclyn Murdoch

MANAGER – CITY DEVELOPMENT, CITY OF KINGSTON

**PLANNING
PERMIT**

Permit Number:

KP-2020/155

Planning Scheme

KINGSTON

Responsible Authority:

KINGSTON CITY COUNCIL



ADDRESS OF THE LAND:

16 Cannes Avenue, BONBEACH VIC 3196

THE PERMIT ALLOWS:

Development of three (3) dwellings and associated works in accordance with the endorsed plans

1. Before the development starts amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided.
 - a. Deletion of the notation on the north-east elevation plans referring to '3.2m max ave wall on boundary' to Dwelling 1 Garage.
 - b. An amended Sustainable Design Assessment generally in accordance with Condition 6 of the Planning Permit.
 - c. All relevant commitments identified within the Sustainable Design Assessment Plan, required under condition 6 of this permit, shown on plans
 - d. The provision of a landscape plan in accordance with the submitted development plan, with such plans to be prepared by a suitably qualified landscape professional to the satisfaction of the Responsible Authority and incorporating:
 - i. A planting schedule of all proposed trees and shrubs, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
 - ii. A survey, including, botanical names of all existing trees to be retained or removed on the site including Tree Protection Zones for trees to be retained calculated in accordance with AS4970-2009;
 - iii. A survey including botanical names, of all existing trees on neighbouring properties where the Tree Protection Zones of such trees calculated in accordance with AS4970-2009 fall partially within the subject site;
 - iv. The delineation of all garden beds, paving, grassed area, retaining walls, fences and other landscape works;

Date Issued: 08-Sep-2020

Signature for the Responsible Authority:

A handwritten signature in black ink, appearing to read 'Jennifer Deane'.

PLANNING PERMIT No. KP-2020/155
ADDRESS: 16 Cannes Avenue, BONBEACH VIC 3196

- v. A range of plant types from ground covers to large shrubs and trees, provided at adequate planting densities (e.g. plants 1 metre width at maturity planted 1 metre apart); with the species chosen to comprise of a minimum 80% coastal indigenous species by plant type and total quantities;
- vi. Two (2) canopy trees capable of growing to minimum mature dimensions of 10 metres in height and 6 metres in width to be planted in the front setback of the property;
- vii. One (1) canopy trees capable of growing to minimum mature dimensions of 10 metres in height and 6 metres in width to be planted in the secluded private open space of dwelling 1;
- viii. One (1) canopy tree capable of growing to minimum mature dimensions of 8 metres in height and 5 metres in width to be planted in the secluded private open space of dwelling 2 and dwelling 3;
- ix. All trees provided at a minimum of 2 metres in height at time of planting, medium to large shrubs to be provided at a minimum pot size of 200mm;
- x. Notes regarding site preparation, including the removal of all weeds, proposed mulch, soil types and thickness, subsoil preparation and any specific maintenance requirements;

Endorsed Plans

- 2. The development as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
- 3. The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced

Drainage and Water Sensitive Urban Design

- 4. Unless with the prior written consent of the Responsible Authority, before the development commences, the following Integrated Stormwater Management documents must be prepared, by a suitably qualified person, to the satisfaction of the Responsible Authority.
 - a. Stormwater Management/drainage (drainage) Plan(s) must be prepared, with supporting computations, showing the stormwater (drainage) works to the nominated point of discharge. The plan(s) must show all details of the proposed stormwater (drainage) works including all existing and proposed features that may have impact on the stormwater (drainage) works, including landscaping details.
 - b. The Stormwater Management (drainage) Plan must address the requirements specified within Council's "Civil Design requirements for Developers – Part A: Integrated Stormwater Management".
 - c. A STORM modelling report with results demonstrating water sensitive urban design treatments that achieve Victorian best practice objectives with a minimum 100% rating must be provided as part of the Stormwater Management (drainage) Plan to the satisfaction of the Responsible Authority. These may include the use of an infiltration or bio-retention system, rainwater tanks connected for reuse, or other treatments to the satisfaction of the Responsible Authority.
 - d. The water sensitive urban design treatments as per conditions 4a, 4b & 4c above must be implemented on-site, unless an alternative agreement for stormwater quality in-lieu contribution is reached with the Responsible Authority.

Date Issued: 08-Sep-2020

Signature for the Responsible Authority:



PLANNING PERMIT No. KP-2020/155
ADDRESS: 16 Cannes Avenue, BONBEACH VIC 3196

5. Stormwater/drainage works must be implemented in accordance with the approved stormwater management/drainage plan(s) and to the satisfaction of the Responsible Authority including the following:
- a. All stormwater/drainage works must be provided on the site so as to prevent overflows onto adjacent properties.
 - b. The implementation of stormwater/drainage detention system(s) which restricts stormwater discharge to the maximum allowable flowrate of 7.4L/s.
 - c. All stormwater/drainage works must be maintained to the satisfaction of the Responsible Authority.

Sustainable Design Assessment

6. Prior to the endorsement of the plans required pursuant to Condition 1 of this permit, the provision of a revised Sustainable Design Assessment (SDA) to be prepared by a suitably qualified professional must be submitted to and approved by the Responsible Authority. The SDA must include, but is not limited to, detailing initiatives for stormwater harvesting, insulation, building materials, daylighting, collective rainwater tanks and/or individual rainwater tanks, public and private landscape irrigation and car washing, energy efficient concepts, glazing and internal ventilation and the like.

Infrastructure and Road Works

- 7. Any relocation of pits/power poles or other services affected by this development must be relocated to the satisfaction of the relevant servicing authority and the Responsible Authority, at the cost of the owner/developer.
- 8. Property boundary and footpath levels must not be altered without the prior written consent from the Responsible Authority.
- 9. Any reinstatements and new/modified vehicle crossings must be constructed to the satisfaction of the Responsible Authority.
- 10. The replacement of all footpaths, including offsets, must be constructed to the satisfaction of the Responsible Authority.
- 11. Any redundant vehicle crossings must be removed (including redundant portions of vehicle crossings) to the satisfaction of the Responsible Authority.
- 12. Vehicle crossings must be constructed at a 90 degree alignment with the kerb on Cannes Avenue and all internal driveways must align with the existing / proposed vehicle crossing.
- 13. The internal driveways must be at least 500mm from the side boundary at the front boundary.
- 14. The double vehicle crossing must have a common layback with a triangle of grass between the infill sections of the vehicle crossings to create a pedestrian refuge of no less than 1 metre and must be constructed to the satisfaction of the Responsible Authority.

General Amenity Conditions

Date Issued: 08-Sep-2020

Signature for the Responsible Authority:



PLANNING PERMIT No. KP-2020/155
ADDRESS: 16 Cannes Avenue, BONBEACH VIC 3196

15. All works on or facing the boundaries of adjoining properties must be finished and surface cleaned to a standard that is well presented to neighbouring properties in a manner to the satisfaction of the Responsible Authority.
16. All externally-located heating and cooling units, exhaust fans and the like must not be located adjacent to bedroom windows on adjoining properties and must not be located where they will be highly visible from any public area to the satisfaction of the Responsible Authority.
17. All piping, ducting above the ground floor storey of the development (other than rainwater, guttering and downpipes) must be concealed to the satisfaction of the Responsible Authority.

Completion of Works

18. Prior to the occupation of the development hereby permitted, all buildings and works and the conditions of this permit must be complied with to the satisfaction of the Responsible Authority, unless with the further prior written consent of the Responsible Authority.
19. Prior to the occupation of the development hereby permitted, the landscaping works as shown on the endorsed plans must be completed to the satisfaction of the Responsible Authority. Thereafter, the landscaping shall be maintained to the satisfaction of the Responsible Authority.

Expiry

20. This permit as it relates to development (buildings and works) will expire if one of the following circumstances applies:
 - a. The development is not started within two (2) years of the issue date of this permit.
 2. The development is not completed within four (4) years of the issue date of this permit.

In accordance with Section 69 of the Planning and Environment Act 1987, an application may be submitted to the responsible authority for an extension of the periods referred to in this condition.

Note: Environment Protection Authority (EPA) Victoria set out the requirements pertaining to site construction hours and permissible noise levels.

Note: Prior to the commencement of the development you are required to obtain the necessary Building Permit.

Note: The applicant/owner must provide a copy of this planning permit to any appointed Building Surveyor. It is the responsibility of the applicant/owner and Building Surveyor to ensure that all building development works approved by any building permit is consistent with the planning permit.

Note: The applicant/owner must provide a copy of this planning permit and any endorsed plans to any external contractor to ensure that all trees to be retained on site are protected during any works.

Note: Before removing / pruning any vegetation from the site, the applicant or any contractor engaged to remove any vegetation, should consult Council's Vegetation Management Officer to verify if a Local Laws Permits is required for the removal of such vegetation.

Date Issued: 08-Sep-2020

Signature for the Responsible Authority:



PLANNING PERMIT No. KP-2020/155
ADDRESS: 16 Cannes Avenue, BONBEACH VIC 3196

Note: Any landscape plan prepared in accordance with conditions must comply with Council's Landscape Checklist.

Note: The allocation of street numbering and addressing of properties is vested in Council. Any reference to addressing or dwelling/unit/apartment and street numbers or street names on any endorsed plan is indicative only. The onus is on the Permit Applicant/Land Owner to contact Council's Property Data Department to determine the official dwelling/unit/apartment street numbers, street name details and the like for the approved development.

If the Permit Applicant/Land Owner adopts the street numbering or addressing from the endorsed plans, or where advertising and/or sales transact (off the plan) prior to Council's official allocation of the street numbering and addressing, it will be viewed to be non-compliant with the guideline and standard applied (Australian/New Zealand Standard for Rural & Urban Addressing / AS/NZS 4819:2011).

Note: The owner(s), occupiers and visitors of the development allowed by this permit may not be eligible for Council resident or visitor parking permits.

Date Issued: 08-Sep-2020

Signature for the Responsible Authority:



IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

CAN THE RESPONSIBLE AUTHORITY AMEND THE PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit; or
- If no date is specified from –
 - i. The date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - ii. The date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if –

- The development or any stage of it does not start when the time specified in the permit; or
- The development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit unless the permit contains a different provision; or
- The development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.

2. A permit for the use of land expires if –

- The use does not start within the time specified in the permit, or if no time is specified within two years after the issue of the permit; or
- The use is discontinued for a period of two years.

3. A permit for the development and use of land expires if –

- The development or any stage of it does not start within the time specified in the permit; or
- The development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
- The use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
- The use is discontinued for a period of two years.

4. If a permit for the use of the land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of plan under the Subdivision Act 1988, unless the permit contains a different provision –

- The use or development of any stage is to be taken to have started when the plan is certified; and
- The permit expires if the plan is not certified within two years of the issue of the permit.

The expiry of a permit does not affect the validity of anything done under the permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged within the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal.
- An application for review must state the grounds upon which it is based.
- Any copy of an application for review must also be served on the responsible authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



Domestic Building Insurance

Certificate of Insurance

Todd Benigno, Jake Adelman

**16 Cannes Ave
BONBEACH
VIC 3196**

Policy Number:

C625836

Policy Inception Date:

17/07/2021

Builder Account Number:

026088

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

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Unit 2 16 Cannes Ave BONBEACH VIC 3196 Australia**

Carried out by the builder: **BUILDKOMM PTY LTD**

Builder ACN: **143018277**

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

For the building owner(s): **Todd Benigno, Jake Adelman**

Pursuant to a domestic building contract dated: **06/04/2021**

For the contract price of: **\$ 386,374.00**

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

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

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

PLEASE CHECK

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

IMPORTANT

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

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



Period of Cover

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

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

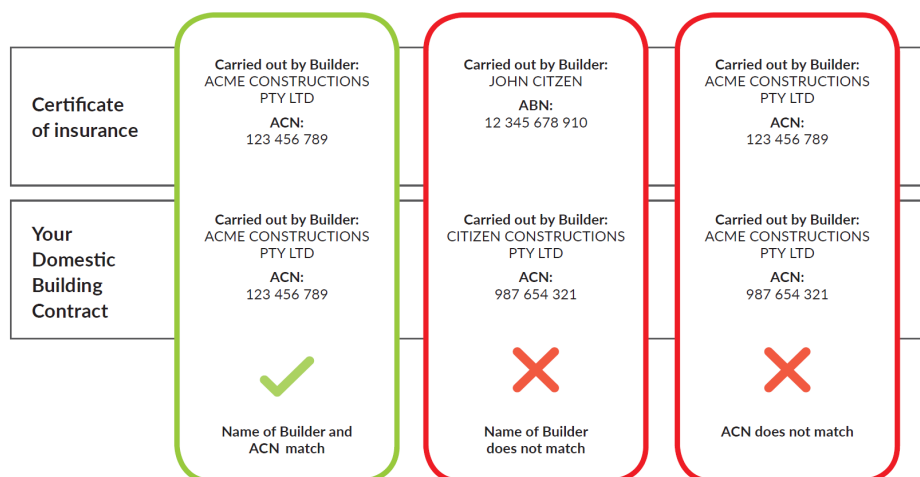
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$2,765.00
GST:	\$276.50
Stamp Duty:	\$304.15
Total:	\$3,345.65

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





Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

T: 8585 3800 F: 8786 3866

www.buildingstrategies.com.au

FORM 16**Regulation 192****Building Act 1993**

Building Regulations 2018

OCCUPANCY PERMIT

Property Details	
Lot:	16
Street Number:	16
Street Name:	Cannes Avenue
Suburb:	BONBEACH
Postcode:	3196
LP/PS:	LP026796
Volume:	08144
Folio:	370
Municipal District:	Kingston City Council

Building Permit details	
Building Permit number:	5355209828728/0
Version of BCA applicable to building permit:	NCC 2019 Volume 2

Building details		
Part of Building	Permitted use	BCA Classification
Dwellings (x 3)	Domestic	1a(b)
Garages (x 3)	Domestic	10a

Nature of Building Work
Construction of a Multi-Unit Development (x3)
THIS OCCUPANCY PERMIT RELATES TO UNIT 2 ONLY

Prescribed Reporting Authorities		
The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:		
Reporting Authority	Matter reported on or consented to	Regulation number
Council	Point of discharge stormwater	Reg 133(2)

CONDITIONS TO WHICH THIS PERMIT IS SUBJECT:	
Description	Requirements:
Service Connections:	This Occupancy Permit is issued subject to the power, gas and water supplies being connected (as applicable).



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

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

Relevant Building Surveyor:	
Name:	Jason Daniels
Building Practitioner Registration Number:	BS-U 1441
Address:	3/55-57 Wangara Road, Cheltenham Vic 3192
Council Name:	Kingston City Council
Occupancy Permit Number:	5355209828728/0
Date Permit Issued:	20 July 2022
Date of final inspection:	18 July 2022

Signature:

A handwritten signature in black ink, appearing to read "Jason Daniels", is written over a light blue horizontal line.



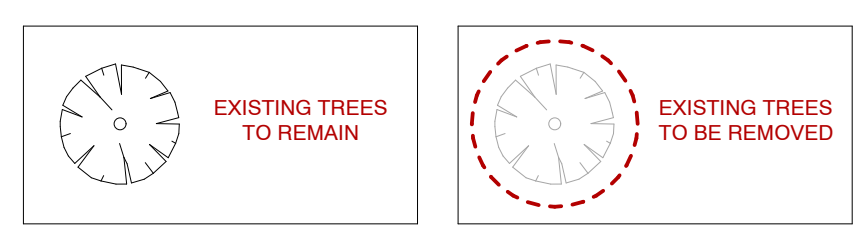
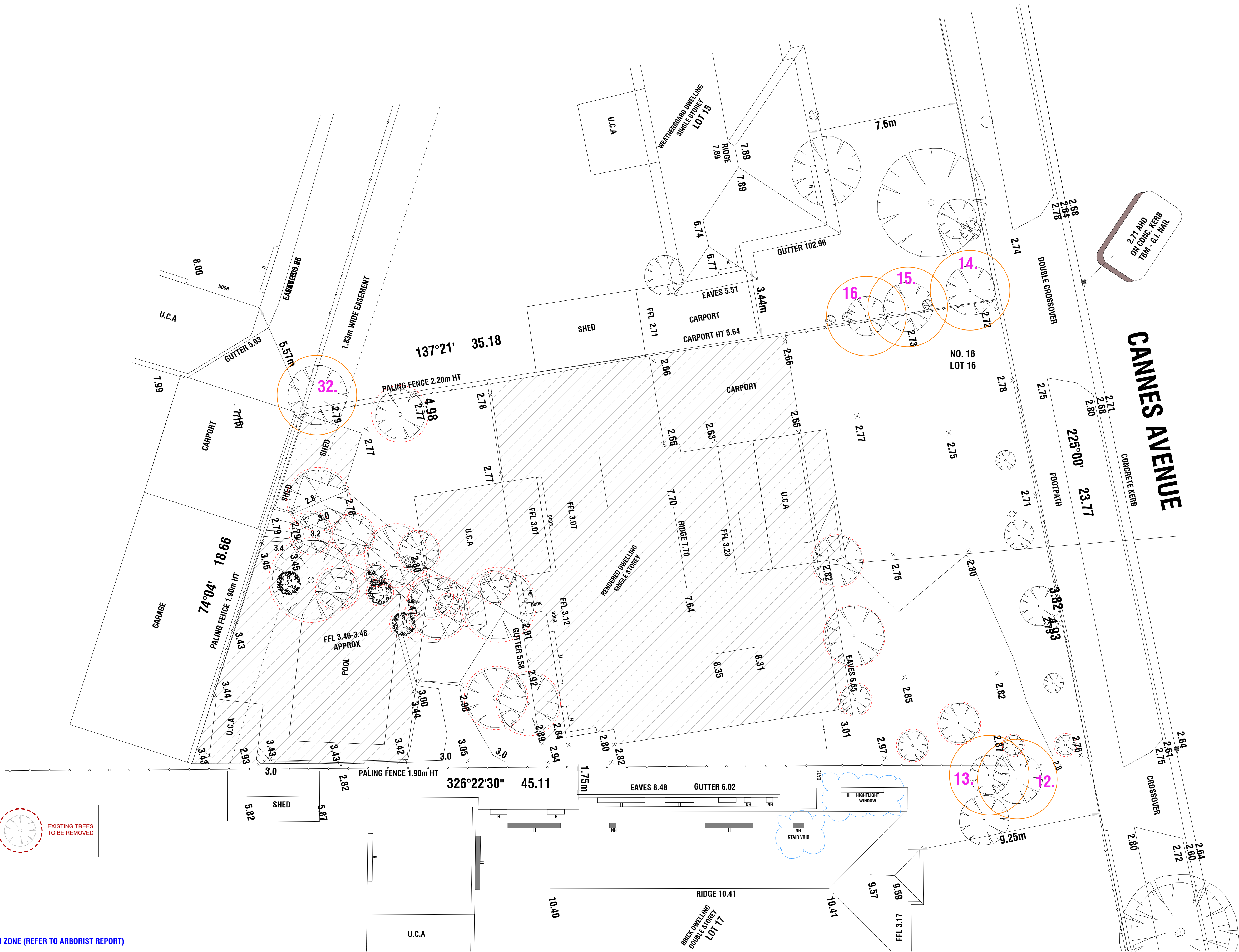
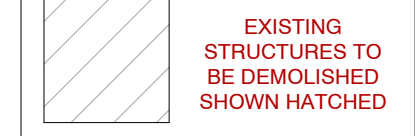
Building Surveyors & Consultants

Suite 3, 55-57 Wangara Road

Cheltenham Victoria 3192

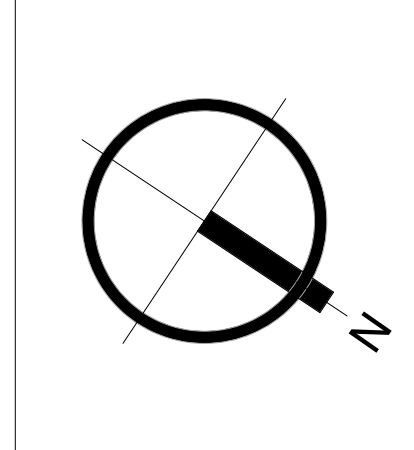
T: 8585 3800 F: 8786 3866

www.buildingstrategies.com.au



1. TREE PROTECTION ZONE (REFER TO ARBORIST REPORT)

SURVEY LEGEND			
	SEWER PIT		STOP VALVE
	INSPECTION SHAFT		FIRE HYDRANT
	JUNCTION PIT		TITLE PEG
	SIDE ENTRY PIT		NAIL / RIVET
	PSM		ELECTRICITY PIT
	SPOT LEVEL		SIGN
	POLE AND LIGHT		TREE
	SHRUB		WATER METER
	PROPERTY INLET		TELECOM PIT



DRAWING TITLE:
EXISTING SITE CONDITIONS

HOUSE:
CUSTOM
FACADE:
CUSTOM

PROPOSED THREE DWELLINGS

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THESE DRAWINGS SHALL NOT BE SCALED.
WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALING
THE BUILDER / SUB-CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, LEVELS AND CONDITIONS PREVAILING ON SITE PRIOR TO THE COMMENCEMENT OF ANY WORKS OR ORDERING OF MATERIALS. THE OWNER'S MUST TAKE FULL RESPONSIBILITY IN ALL DEALINGS WITH SUB-CONTRACTORS/ BUILDERS.



CLIENT: JAKE & TODD	
ADDRESS: No.16 CANNES AVENUE, SUBURB: BONBEACH, VIC 3196.	
SCALE: 1:100	PAGE SCALE: A1
JOB No: 0381	ISSUE:
DRAWN: R.N	CHECKED:
DATE: 25/06/20	SHEET No: 2 OF 7

LANDSCAPE PLAN AS PER
LANDSCAPE ARCHITECTS
DRAWINGS AND SPECIFICATIONS.

1.8M HIGH MINIMUM TIMBER
PALING FENCING TO ALL
INTERNAL BOUNDARIES

NOTE: FOR ALL TREES TO BE
REMOVED REFER TO EXISTING
SITE CONDITION PLANS.

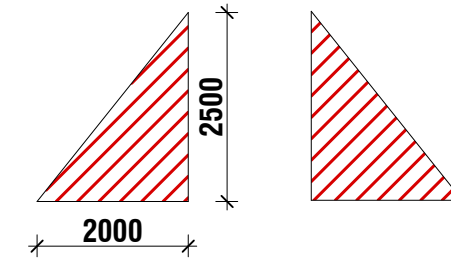
NOTE: MINIMUM 2000 LITRE RAIN WATER
TANKS FOR EACH DWELLING WITH WATER
RE-USED FOR TOILET FLUSHING

KINGSTON CITY COUNCIL
Planning and Environment Act 1987
Kingston Planning Scheme

Plan endorsed as part of
Planning Permit No: KP-2020/155
Council Delegate: James Leonard
Date: 08/10/2020
Page 2 of 8



Accessways must:
- Be at least 3 metres wide.
- Have an internal radius of at least 4 metres at changes of direction or intersection or be at least 4.2 metres wide.
- Allow vehicles parked in the last space of a dead-end accessway in public car parks to exit in a forward direction with one manoeuvre.
25/05/2017
VC133
19/09/2017
VC1332
PARTICULAR PROVISIONS - CLAUSE 52.06
- Provide at least 2.1 metres headroom beneath overhead obstructions, calculated for a vehicle with a wheel base of 2.8 metres.
- If the accessway serves four or more car spaces or connects to a road in a Road Zone, the accessway must be designed so that cars can exit the site in a forward direction.
- Provide a passing area at the entrance at least 6.1 metres wide and 7 metres long if the accessway serves ten or more car parking spaces and is either more than 50 metres long or connects to a road in a Road Zone.
- Have a corner splay or area at least 50 per cent clear of visual obstructions extending at least 2 metres along the frontage road from the edge of an exit lane and 2.5 metres along the exit lane from the frontage, to provide a clear view of pedestrians on the footpath of the frontage road. The area clear of visual obstructions may include an adjacent entry or exit lane where more than one lane is provided, or adjacent landscaped areas, provided the landscaping in those areas is less than 900mm in height.
If an accessway to four or more car parking spaces is from land in a Road Zone, the access to the car spaces must be at least 6 metres from the road carriageway.
If entry to the car space is from a road, the width of the accessway may include the road.



SURVEY LEGEND					
	SEWER PIT		STOP VALVE		PSM
	INSPECTION SHAFT		FIRE HYDRANT		ELECTRICITY PIT
	JUNCTION PIT		SPOT LEVEL		TREE
	SIDE ENTRY PIT		SIGN		WATER METER
			NAIL / RIVET		PROPERTY INLET
					POLE AND LIGHT
					TELECOM PIT
					SHRUB

LEGEND:	
	- CONCRETE AREA
	- PERMEABLE SURFACE
	- LAWN AREA
	- PROPOSED CANOPY TREE
	- GARDEN BED

RAINWATER TANKS TO BE
CONNECTED TO TOILETS
AND IRRIGATIONS SYSTEMS
AS REQUIRED.

USE OF NATIVE OR
DROUGHT TOLERANT
SPECIES WHEREVER
POSSIBLE. IF IRRIGATION
REQUIRED, INCLUDE DRIP
IRRIGATION AND MULCH.

COMMITMENT TO PAY THE
KINGSTON STORMWATER
CONTRIBUTION SCHEME

LEGEND	
	HWS HOT WATER SYSTEM
	METER BOX
	GAS METER
	LETTER BOX
	BINS
	SOLAR HWS PANEL
	W/T WATER TANK PROVISION ONLY
	W/M WATER METER

WELS RATING FOR WATER
FITTINGS/ FIXTURES (REFER
TO REPORT) - FIXTURES
PROVIDED AS PART OF
BASE BUILDING WORKS
HAVE TO BE CHOSEN
WITHIN ONE WELS STAR OF
BEST AVAILABLE AT THE
TIME OF PURCHASE.

4W/m2 LIGHTING DESITY IN
THE DWELLINGS.

LIGHTING SENSORS FOR ALL
EXTERNAL LIGHTIN (MOTION
DETECTORS, TIMERS ETC.).

PRIVATE OPEN
SPACE

PRIVATE OPEN
SPACE

PROVISION OF ELECTRICAL
CONNECTION POINTS IN
GARAGES TO ALLOW FOR
FUTURE EV CHARGING
INFRASTRUCTURE.

CANNES AVENUE

PROPOSED CROSSOVER
(REFER TO COUNCIL
REQUIREMENTS)

PROPOSED CROSSOVER DETAILS

AREA ANALYSIS:	
SITE AREA:	819.00sqm
BUILT UP AREA:	307.80sqm
SITE COVERAGE:	37.58%
PERMEABLE AREA:	312.94sqm 38.21%
GARDEN AREA:	296.25sqm 36.17%
SITE PARKING:	6
DWELLING 1 AREA:	
GROUND FLOOR AREA:	80.11sqm
FIRST FLOOR AREA:	55.74sqm
GARAGE FLOOR AREA:	24.28sqm
PORCH AREA:	3.86sqm
TOTAL AREA:	163.99sqm/17.65sq
PRIVATE OPEN SPACE:	43.18sqm
DWELLING 2 AREA:	
GROUND FLOOR AREA:	73.65sqm
FIRST FLOOR AREA:	73.71sqm
GARAGE FLOOR AREA:	23.67sqm
PORCH AREA:	2.62sqm
TOTAL AREA:	173.65sqm/18.69sq
PRIVATE OPEN SPACE:	45.87sqm
DWELLING 3 AREA:	
GROUND FLOOR AREA:	74.22sqmsq
FIRST FLOOR AREA:	51.64sqm
GARAGE FLOOR AREA:	23.85sqm
PORCH AREA:	1.55sqm
TOTAL AREA:	151.26sqm/16.28sq
PRIVATE OPEN SPACE:	81.05sqm

PRIVATE OPEN
SPACE

RETRACTABLE EXTRNL
CLOTHES DRYING LINE.

DOUBLE GLAZING ON ALL
HABITABLE ROOMS.

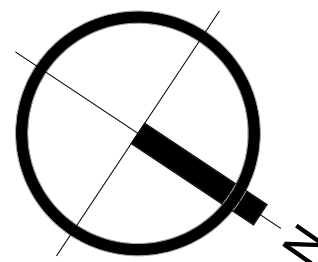
GENERAL NOTE:

- NOTE: ALL STAIRS AND BALCONIES HANDRAILING
1000MM MIN. HIGH FROM FFL - 1250MM MAX. BALUSTER SPACING
- DOORS TO WC, POWDER ROOM & ENSUITE WC TO BE FITTED WITH LIFT OFF HINGES IN ACCORDANCE WITH B.C.A 3.8.3
- ALL GLAZING TO COMPLY WITH AS 1288-2006
- ✓ - PROVIDE MECHANICAL VENTILATION DUCTED TO THE OUTSIDE OR TILED ROOF SPACE
S - PROVIDE SMOKE DETECTORS WIRED TO MAIN POWER WITH BATTERY BACK UP IN ACCORDANCE WITH AUST. STANDARDS.
- ALL EXTERNAL EXITS ABOVE 100mm FROM GROUND LEVEL TO HAVE STEPS WITH 100mm MAX. RISERS AND 250mm MIN.
- ALL PLUMBING TO BE CONCEALED AS PER STANDARDS.
- 20MM GAP TO BOTTOM OF TOILET DOOR

NOTE:
ALL TAPS LOCATED AT THE FRONT OF
THE HOUSE MUST BE FIXED TO A
WALL FACE OR FENCE.

NOTE:
NO EXPOSED PLUMBING

NOTE:
ALL EXTERNAL EQUIPMENT AND
FIXTURES TO BE SCREENED FROM
PUBLIC VIEW



LEGEND:



AREA ≥ 25SQM
WITH A MINIMUM
DIMENSION OF 3M

DRAWING TITLE:
PROPOSED SITE/GROUND FLOOR PLAN
HOUSE:
CUSTOM
FACADE:
CUSTOM

PROPOSED THREE DWELLINGS

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PRECEDENCE OVER SCALING
THE BUILDER / SUB-CONTRACTOR
IS RESPONSIBLE FOR
VERIFICATION OF ALL DIMENSIONS,
LEVELS AND CONDITIONS
PREVAILING ON SITE PRIOR TO THE
COMMENCEMENT OF ANY WORKS
OR ORDERING OF MATERIALS. THE
OWNER'S MUST TAKE FULL
RESPONSIBILITY IN ALL DEALINGS
WITH SUB-CONTRACTORS/
BUILDERS.

MEMBER



Building Designers
Association Victoria

ARCHITECTURAL DRAFTING AND DESIGN
m 0432 254 815 e robert@najiconsulting.com.au

CLIENT:
JAKE & TODD

ADDRESS:
No.16 CANNES AVENUE,
SUBURB: BONBEACH, VIC 3196.

SCALE: 1:100	PAGE SCALE: A1
JOB No: 0381	ISSUE:
DRAWN: R.N	CHECKED:
DATE: 25/06/20	SHEET No: 3 OF 7

NOTE: SOLAR HWS PANELS
GENERALLY FACING NORTH

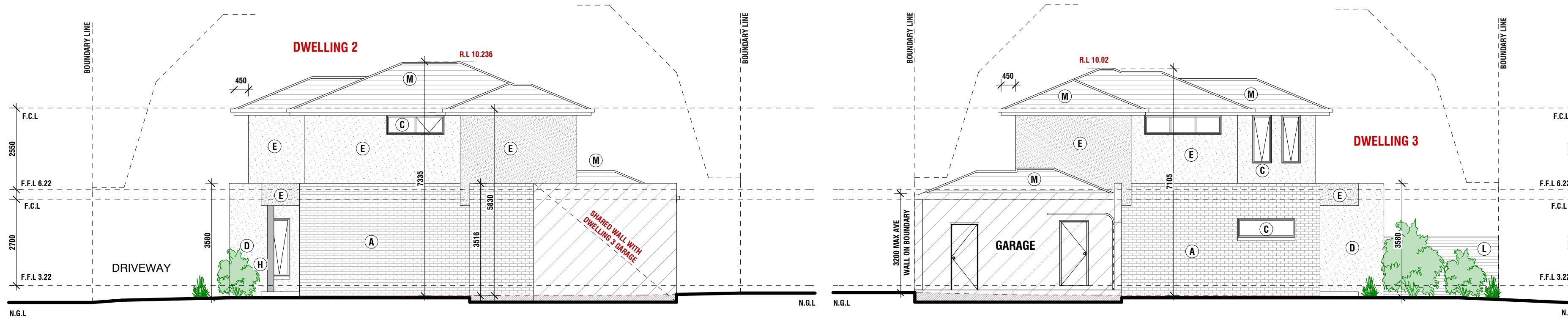
1.8M HIGH MINIMUM TIMBER PALING FENCING TO ALL INTERNAL BOUNDARIES

KINGSTON CITY COUNCIL
Planning and Environment Act 1987
Kingston Planning Scheme



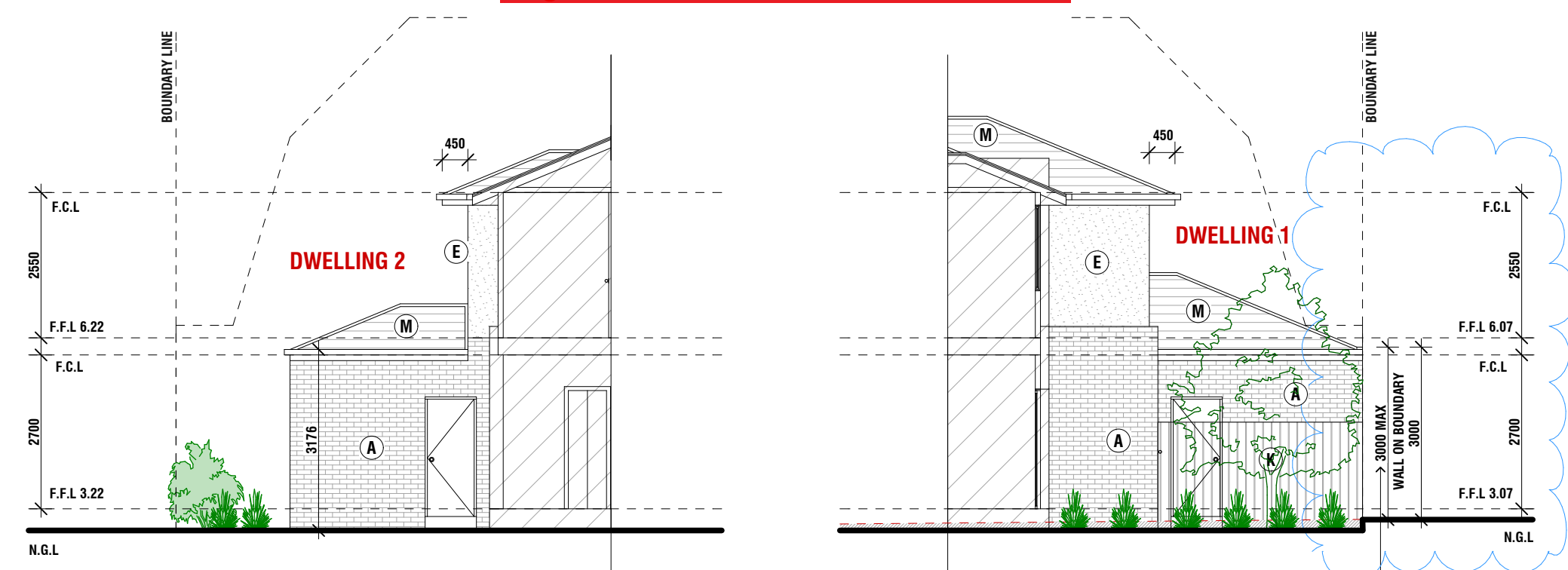
Plan endorsed as part of
Planning Permit No: KP-2020/155
Council Delegate: James Leonard
Date: 08/10/2020
Page 4 of 8

F&O FIXED & OBSCURED
GLAZING SHOWN HATCHED



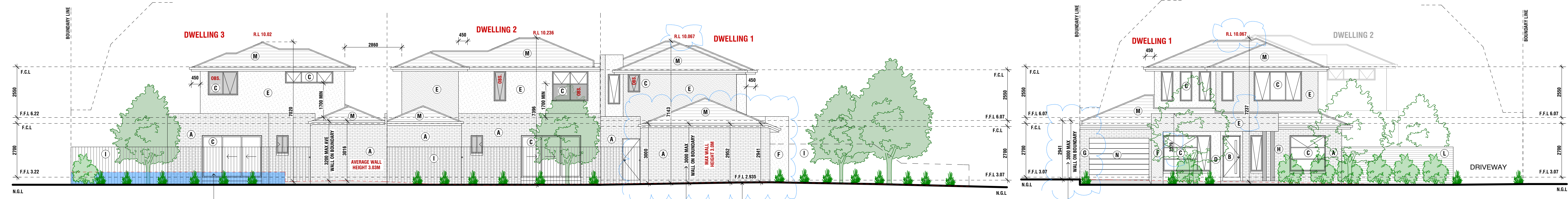
SOUTH-EAST ELEVATION

NORTH-WEST ELEVATION



NORTH-WEST ELEVATION

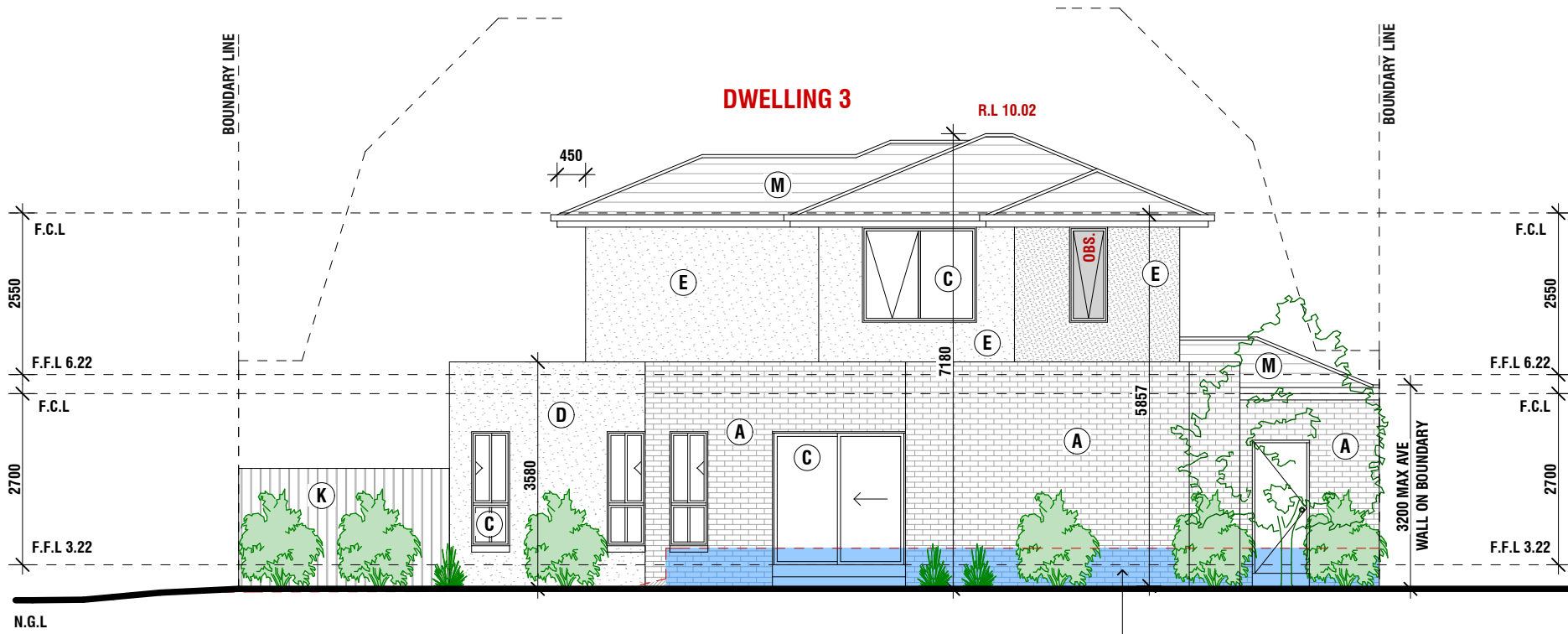
SOUTH-EAST ELEVATION



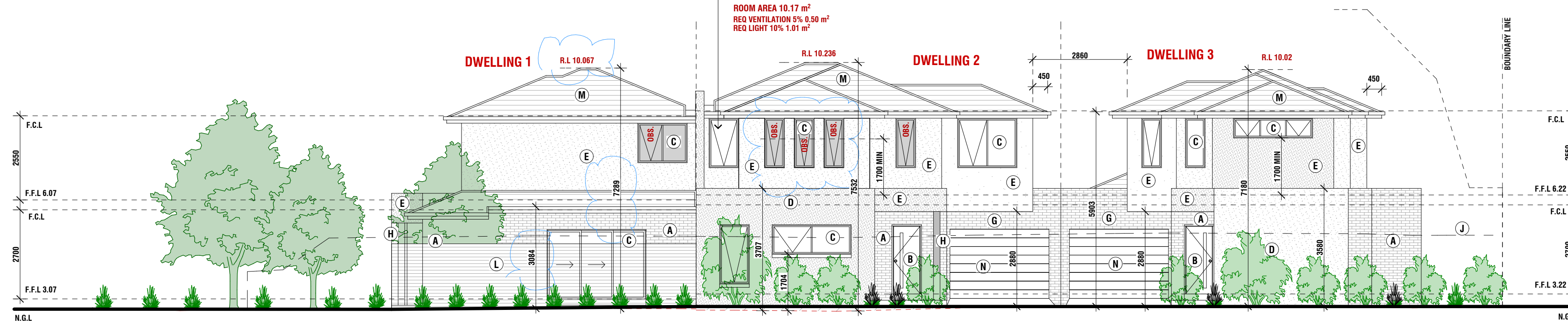
NORTH-EAST ELEVATION

NORTH-WEST ELEVATION

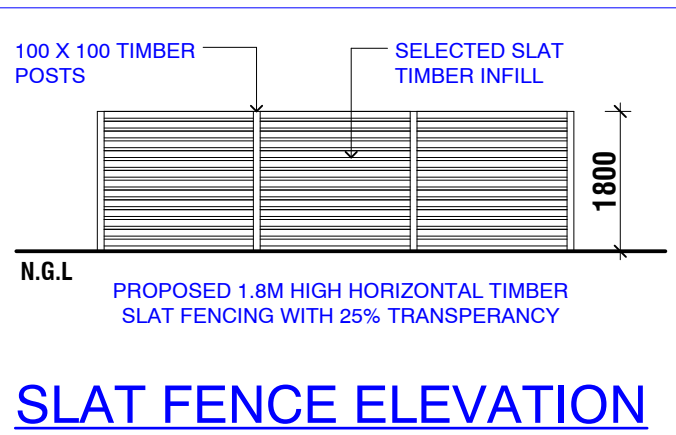
LEGEND	
(A)	FACE BRICK VENEER WALL
(B)	SELECTED FRONT DOOR
(C)	ALUMINIUM WINDOWS AND SLIDING/ BI-FOLD DOORS
(D)	BRICKWORK WITH RENDER FINISH
(E)	SELECTED CLADDING WITH RENDER FINISH
(F)	BRICK PIER WITH RENDER FINISH
(G)	FACE BRICKWORK
(H)	SELECTED FEATURE STEEL COLUMN
(I)	EXISTING 1.90M HIGH PALING FENCE
(J)	EXISTING 2.20M HIGH PALING FENCE
(K)	PROPOSED 1.8M HIGH TIMBER PALING FENCE
(L)	PROPOSED 1.8M HIGH TIMBER SLAT FENCE
(M)	SELECTED CONCRETE ROOF TILES @ 22.5° PITCH
(N)	3000W x 2100H PANEL LIFT DOOR
(O)	SELECTED SHEET ROOFING @ 2° PITCH
(P)	
(Q)	



SOUTH-EAST ELEVATION



SOUTH-WEST ELEVATION



SLAT FENCE ELEVATION

ALL PRIVACY SCREENING / OBSCURED GLASS IS NO MORE THAN 25% TRANSPARENT IN ACCORDANCE WITH THE OVERLOOKING REQUIREMENTS OF CLAUSE 55.04-6

ALL BATHROOM/ ENSUITE/ POWDER ROOM WINDOWS ARE TO BE OBSCURED GLASS



RAINWATER TANKS TO BE CONNECTED TO TOILETS AND IRRIGATIONS SYSTEMS AS REQUIRED.

USE OF NATIVE OR DROUGHT TOLERANT SPECIES WHEREVER POSSIBLE. IF IRRIGATION REQUIRED, INCLUDE DRIP IRRIGATION AND MULCH.

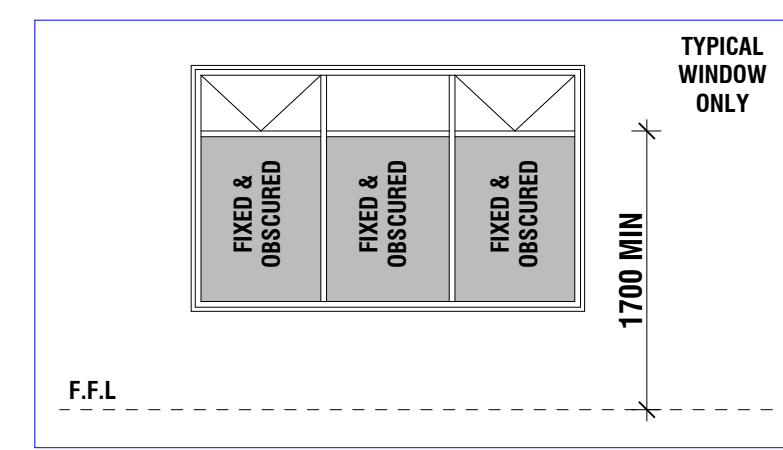
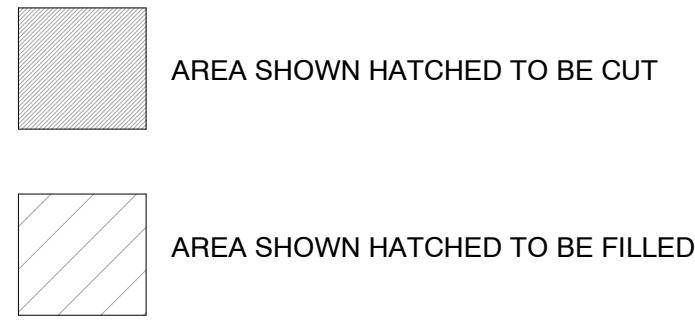
DOUBLE GLAZING ON ALL HABITABLE ROOMS.

PROVISION OF ELECTRICAL CONNECTION POINTS IN GARAGES TO ALLOW FOR FUTURE EV CHARGING INFRASTRUCTURE.

BRISTLE ROOF TILE - RADIUM (SMOOTH)	PORCH CANOPY RENDER - DULUX MONUMENT	FIRST FLOOR RENDER - HAYMES PARCHMENT GREY	GROUND FLOOR RENDER - HAYMES SOFT ASH	PANEL LIFT DOOR - MONUMENT
WINDOW FRAMES - MONUMENT	FASCIA/ GUTTERS AND DOWNPIPES - MONUMENT	ENTRY DOORS - MONUMENT	BRICK - LA PALOMA ROMERO	

GENERAL NOTE:
NOTE: ALL STAIRS AND BALCONIES HANDRAILING 1000MM MIN. HIGH FROM F.F.L. - 1250MM MAX. BALUSTER SPACING
- DOORS TO WC, POWDER ROOM & ENSUITE WC TO BE FITTED WITH LIFT OFF HINGES IN ACCORDANCE WITH B.C.A 3.8.3
- ALL GLAZING TO COMPLY WITH AS. 1288-2006
V - PROVIDE MECHANICAL VENTILATION DUCTED TO THE OUTSIDE OR TILED ROOF SPACE
S - PROVIDE SMOKE DETECTORS WIRED TO MAIN POWER WITH BATTERY BACK UP IN ACCORDANCE WITH AUST. STANDARDS.
- ALL EXTERNAL EXITS ABOVE 100mm FROM GROUND LEVEL TO HAVE STEPS WITH 100mm MAX. RISERS AND 250mm MIN.
- ALL PLUMBING TO BE CONCEALED AS PER STANDARDS.
- 20MM GAP TO BOTTOM OF TOILET DOOR

NOTE:
ALL TAPS LOCATED AT THE FRONT OF THE HOUSE MUST BE FIXED TO A WALL FACE OR FENCE.
NOTE:
NO EXPOSED PLUMBING
NOTE:
ALL EXTERNAL EQUIPMENT AND FIXTURES TO BE SCREENED FROM PUBLIC VIEW



DRAWING TITLE:
PROPOSED ELEVATIONS
HOUSE:
CUSTOM
FACADE:
CUSTOM
PROPOSED THREE DWELLINGS
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MEMBER
bda
Building Designers Association Victoria

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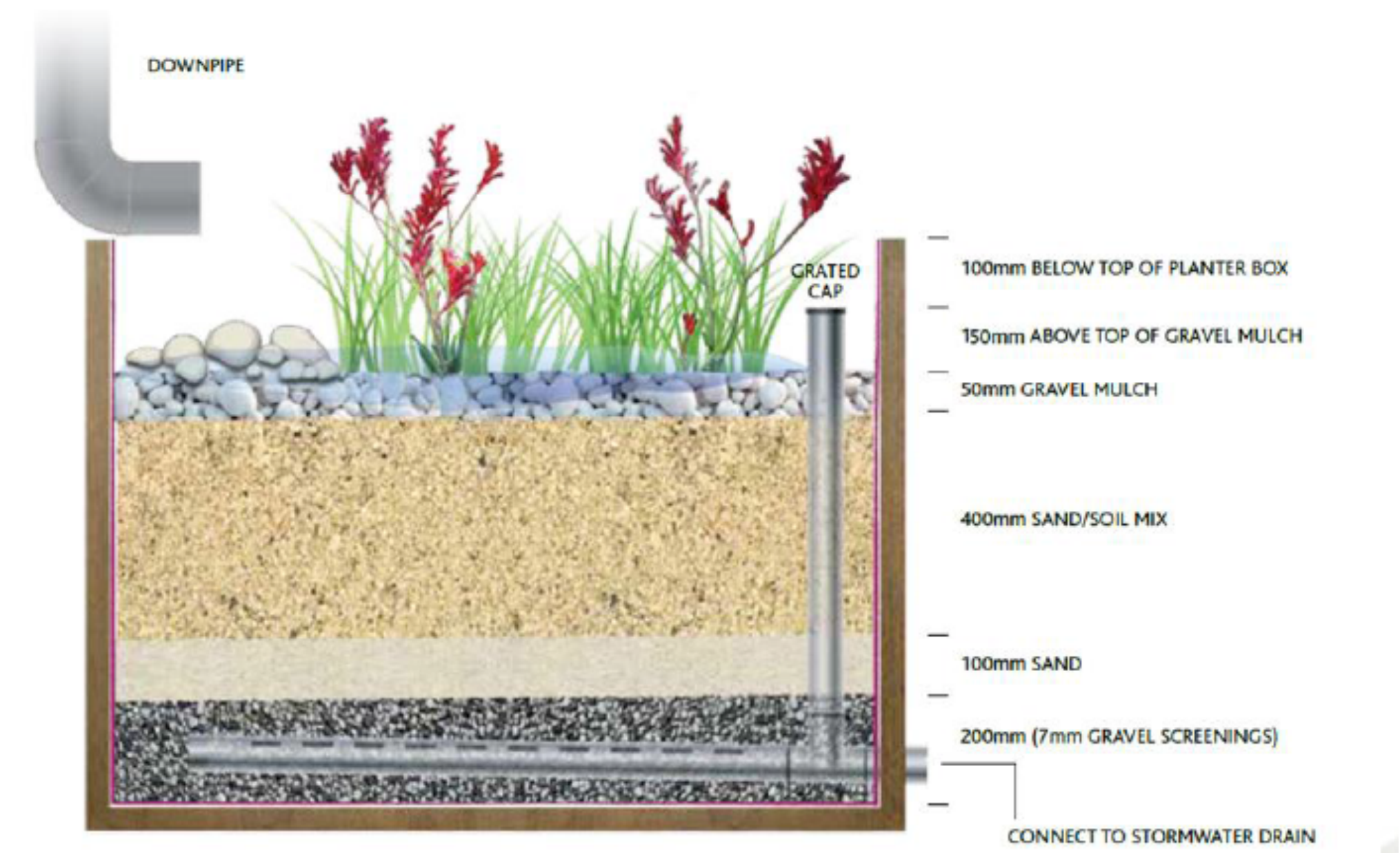


Figure 5: Typical cross-section of raingarden.

THREE BIN SYSTEM INCLUDING RUBBISH, RECYLING AND ORGANIC/ GARDEN WASTE.

PROVISION OF ELECTRICAL CONNECTION POINTS IN GARAGES TO ALLOW FOR FUTURE EV CHARGING INFRASTRUCTURE.

RAINWATER TANKS TO BE CONNECTED TO TOILETS AND IRRIGATIONS SYSTEMS AS REQUIRED.

USE OF NATIVE OR DROUGHT TOLERANT SPECIES WHEREVER POSSIBLE. IF IRRIGATION REQUIRED, INCLUDE DRIP IRRIGATION AND MULCH.

COMMITMENT TO PAY THE KINGSTON STORMWATER CONTRIBUTION SCHEME

WELS RATING FOR WATER FITTINGS/ FIXTURES (REFER TO REPORT) - FIXTURES PROVIDED AS PART OF BASE BUILDING WORKS HAVE TO BE CHOSEN WITHIN ONE WELS STAR OF BEST AVAILABLE AT THE TIME OF PURCHASE.

4W/m2 LIGHTING DESITY IN THE DWELLINGS.

LIGHTING SENSORS FOR ALL EXTERNAL LIGHTIN (MOTION DETECTORS, TIMERS ETC.).

RETRACTABLE EXTRNAL CLOTHES DRYING LINE.

DOUBLE GLAZING ON ALL HABITABLE ROOMS.

Stormwater initiatives

Rainwater Tank

(2,000L Rainwater tank for toilet flushing for each dwelling)

The roof catchment area of each townhouse (as described above) will be diverted to 2,000L rainwater tanks for each townhouse. The rainwater collected will be used for toilet flushing and irrigation (as required) in all townhouses.

If required, a charged pipe system will be installed to collect water from the roof of each dwelling.

In the case of a charged pipe system, the charged pipes will not be running underneath the slab and the stakeholders (builder/developer/architect) will be required to explicitly acknowledge this solution and have the capacity to install it.

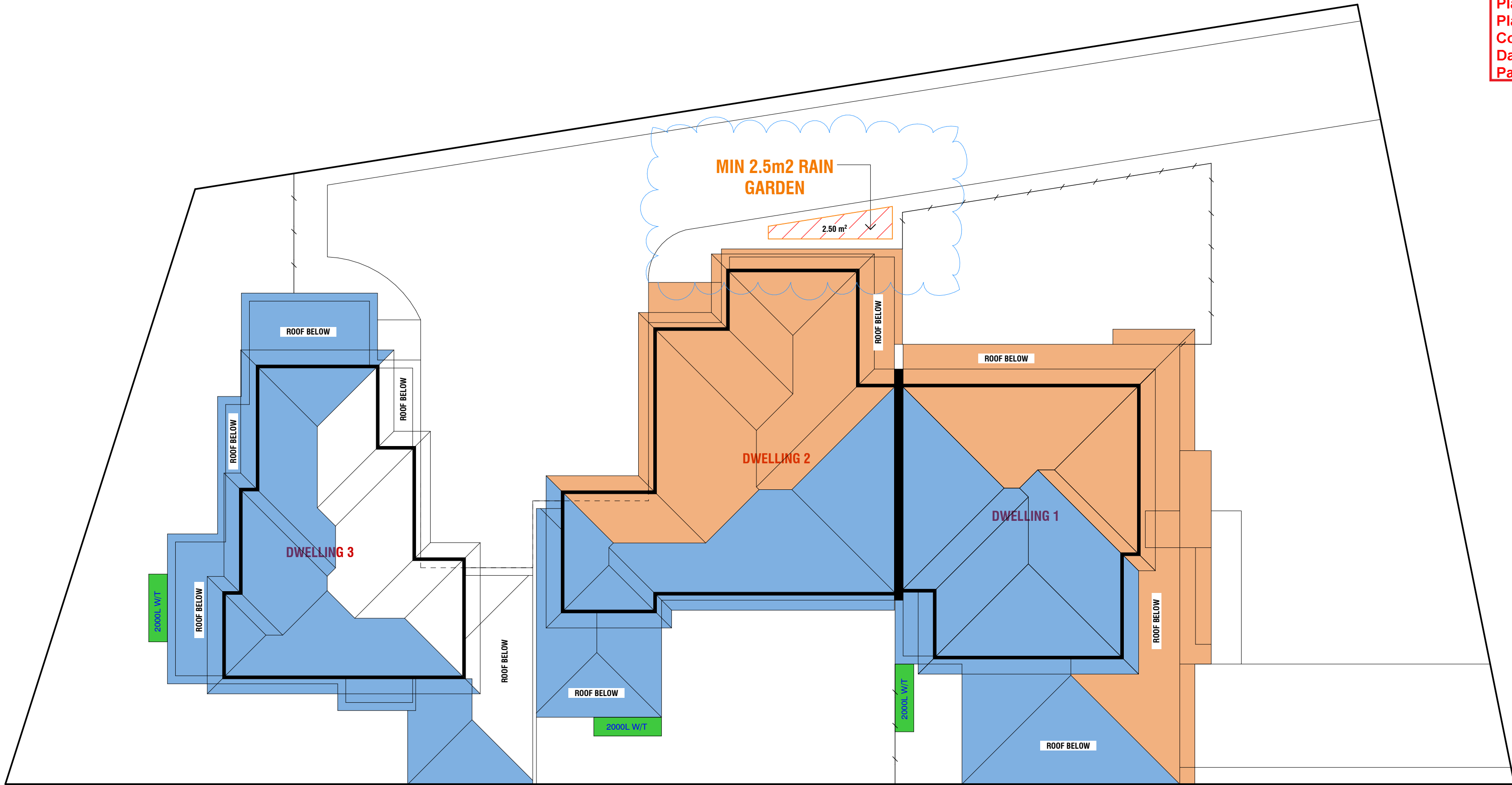
Planter Box Raingarden

Part of the roof of dwelling 1 and 2 will be diverted to a minimum of 2.5m² of planter box raingarden located in the landscaped areas.

This will reduce coarse and fine sediment level. The raingarden will be installed in a planter box to ensure that connection to the LPOD will be possible. The raingardens will be implemented within the landscaped areas adjacent to the roof downpipe and will be installed at least 300mm away from boundary or structural footings.

The following minimum requirements are required to be met:

- The filter media footprint shall be located a distance away from a pipe discharging water (e.g a downpipe) to minimise the risk of scouring. The minimum distance shall be 10 x the pipe diameter (e.g 1m for a 100mm dia pipe) and shall typically consist of the rock lined swale.
- The invert of a pipe discharging water (e.g a downpipe) shall be set at a minimum of 150mm above the top of the finished mulch layer.
- The filter media shall be covered with a suitable aesthetic mulch layer that does not float. E.g 75mm depth of crushed sandstone with 20mm nominal size.
- Slope batters within 3m of trafficable or pedestrian areas shall not exceed 1 in 5 or alternatively shall be terraced with landscaped steps not exceeding 200mm in height.
- In some cases it may be necessary to install an impervious liner to contain the raingarden to prevent infiltration into the surrounding soil.



Mark-up showing roof catchment area to be diverted to the Rainwater tank for each dwelling – If required, the use of charged pipe system will be explicitly acknowledged on the drawings and charged pipes will not be running underneath the building footprint

□ Location of the proposed 2.5m² of planter box raingarden treating part of the D1 and D2 roof - The raingarden can be separated and location should be chosen in accordance with civil/drainage engineer and landscape consultant (minimum 300mm away from boundary or structural footings and LPOD location consideration)

Site Delineation

For the purpose of the assessment, the development has been delineated into the following surface types:

- Site area of 819m²;
- Roof area runoff of dwelling 1 of 57.6m² which will be diverted into rainwater tank(s);
- Roof area runoff of dwelling 2 of 50.4m² which will be diverted into rainwater tank(s);
- Roof area runoff of dwelling 3 of 64.2m² which will be diverted into rainwater tank(s);
- Roof area runoff of dwelling 1 and 2 of 113m² which will be diverted into rainwater tank(s);
- Permeable area of 307.3m² comprised of landscaped area and other pervious surfaces in the backyards;
- Remainder of impervious areas of 226.5m² comprised of untreated roof areas, driveways and other impervious areas around the site.

WATER TANK LOCATIONS

ROOF TO RWT

ROOF TO RGD

GENERAL NOTE: NOTE: ALL STAIRS AND BALCONIES HANDRAILING 1000MM MIN. HIGH FROM FFL - 1250MM MAX. BALUSTER SPACING - DOORS TO WC, POWDER ROOM & ENSUITE WC TO BE FITTED WITH LIFT OFF HINGES IN ACCORDANCE WITH B.C.A 3.8.3 - ALL GLAZING TO COMPLY WITH AS. 1288-2006	NOTE: ALL TAPS LOCATED AT THE FRONT OF THE HOUSE MUST BE FIXED TO A WALL FACE OR FENCE. NOTE: NO EXPOSED PLUMBING NOTE: ALL EXTERNAL EQUIPMENT AND FIXTURES TO BE SCREENED FROM PUBLIC VIEW	
Ⓥ - PROVIDE MECHANICAL VENTILATION DUCTED TO THE OUTSIDE OR TILED ROOF SPACE Ⓢ - PROVIDE SMOKE DETECTORS WIRED TO MAIN POWER WITH BATTERY BACK UP IN ACCORDANCE WITH AUST. STANDARDS. - ALL EXTERNAL EXITS ABOVE 100mm FROM GROUND LEVEL TO HAVE STEPS WITH 100mm MAX. RISERS AND 250mm MIN. - ALL PLUMBING TO BE CONCEALED AS PER STANDARDS. - 20MM GAP TO BOTTOM OF TOILET DOOR		

DRAWING TITLE: SITE/ WSUD/STORM ASS. PLAN HOUSE: CUSTOM FACADE: CUSTOM PROPOSED THREE DWELLINGS © copyright 2020 These drawings are not to be copied in part or in whole without the written consent of the author.	MEMBER bda [®] Building Designers Association Victoria	ARCHITECTURAL DRAFTING AND DESIGN m 0432 254 815 e robert@najiconsulting.com.au	CLIENT: JAKE & TODD ADDRESS: No.16 CANNES AVENUE, SUBURB: BONBEACH, VIC 3196. SCALE: 1:100 JOB No: 0381 DRAWN: R.N DATE: 25/06/20	PAGE SCALE: A1 ISSUE: CHECKED: SHEET No: 1 OF 1
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27th April 2020

CODE	BOTANICAL NAME	H x W (m)	STATUS
T01	Cordyline australis	2 x 1	REMOVE
T02	Cordyline australis	3 x 2	RETAIN
T03	Cordyline australis	3 x 2	RETAIN
T04	Cordyline australis	2 x 1	REMOVE
T05	Cordyline australis	2 x 1	REMOVE
T06	Cordyline australis	2 x 1	REMOVE
T07	Cordyline australis	3 x 2	REMOVE
T08	Cordyline australis	3 x 2	REMOVE
T09	Cordyline australis	2 x 2	REMOVE
T10	Cordyline australis	3 x 4	REMOVE
T11	Cordyline australis	3 x 2	REMOVE
T12	Acer palmatum	2 x 2	RETAIN
T13	Acer palmatum	2 x 2	RETAIN
T14	Hibiscus rosa-sinensis	2 x 1	RETAIN
T15	Hibiscus rosa-sinensis	2 x 1	RETAIN
T16	Hibiscus rosa-sinensis	2 x 1	RETAIN
T17	Strelitzia nicolai	4 x 2	REMOVE
T18	Cordyline australis	3 x 3	REMOVE
T19	Syagrus romanzoffiana	5 x 4	REMOVE
T20	Strelitzia nicolai	2 x 2	REMOVE
T21	Syagrus romanzoffiana	5 x 4	REMOVE
T22	Cordyline australis	3 x 1	REMOVE
T23	Strelitzia nicolai	2 x 1	REMOVE
T24	Cordyline australis	3 x 1	REMOVE
T25	Cordyline australis	3 x 1	REMOVE
T26	Cordyline australis	2 x 2	REMOVE
T27	Cordyline australis	2 x 1	REMOVE
T28	Cordyline australis	3 x 1	REMOVE
T29	Cordyline australis	3 x 1	REMOVE
T30	Strelitzia nicolai	3 x 3	REMOVE
T31	Cordyline australis	4 x 3	REMOVE
T32	Olea europaea	3 x 4	RETAIN

PROVIDE TREE PROTECTION ZONE(S) (TPZ's) AS INDICATED ON LANDSCAPE DRAWINGS IN ACCORDANCE WITH AS4970-2009 & ARBORIST'S REPORT: GHTrees 6th May 2020.

BEFORE DEMOLITION WORKS COMMENCE, THE TPZ'S MUST BE ENCLOSED WITH MIN 1.8m HIGH TEMPORARY CYCLONE FENCES OR SIMILAR APPROVED FENCING, WHICH MUST REMAIN IN PLACE THROUGHOUT ALL STAGES OF THE DEVELOPMENT. THIS FENCE MUST NOT ENCLOSE THE FOOTPATH WHICH MUST BE KEPT CLEAR FOR PEDESTRIAN ACCESS. WHERE APPLICABLE TO A TREE ON A NEIGHBOURING LOT, TPZ ONLY APPLIES WHERE WITHIN THE SUBJECT SITE. SIGNS COMPLYING WITH AS 1319 MUST BE ERECTED ON THE FENCES INFORMING THAT THE FENCE IS A "TREE PROTECTION ZONE".

THE AREA WITHIN THE TREE PROTECTION ZONE MUST NOT BE DISTURBED BY ANY MEANS (INCLUDING PARKING OF VEHICLES OR STORAGE OF PLANT AND EQUIPMENT, MATERIALS, SOIL OR WASTE). TREE PROTECTION FENCING MUST BE MAINTAINED AT ALL TIMES AND MAY ONLY BE MOVED THE MINIMUM AMOUNT NECESSARY FOR APPROVED BUILDINGS AND WORKS TO OCCUR WITHIN TPZ's AFTER WHICH TIME THE FULL EXTENT OF THE FENCING MUST BE REINSTATE. IF TEMPORARY ACCESS IS REQUIRED ACROSS SURFACE OF TPZ's, GROUND PROTECTION IS REQUIRED TO LIMIT COMPACTION BY WAY OF STRAPPED RUBBLE BOARDS AS PER AS4970-2009 SECTION 4.5.3

NO EXCAVATION IS ALLOWED WITHIN THE TREE PROTECTION ZONE EXCEPT WITH THE CONSENT OF COUNCIL'S TOWN PLANNING DEPARTMENT AND UNDER THE SUPERVISION OF A QUALIFIED ARBORIST. HAND EXCAVATE ANY AREA WITHIN 1.5m OF TPZ'S.

IF ROOTS ARE FOUND OUTSIDE THE TPZ THAT ARE GREATER THAN 40mm, PARKS SERVICES ARE TO BE NOTIFIED SO THAT THEY CAN BE CORRECTLY PRUNED TO AUSTRALIAN STANDARDS. ANY EXCAVATION THAT ENROACHES INTO THE TPZ'S REQUIRES HYDRO-EXCAVATION TO BE CARRIED OUT TO IDENTIFY THE ROOT DISTRIBUTION WITHIN THE EXCAVATION ZONE.

REMOVE WEEDS FROM TPZ's
APPLY 100mm DEPTH MULCH WITHIN TPZ's
IRRIGATE TPZ's MONTHLY IN SUMMER: 10L OF WATER/1cm TRUNK GIRTH
ANY PRUNING WORKS MUST BE CARRIED OUT IN ACCORDANCE WITH AUSTRALIAN
STANDARD AS4373-2007: PRUNING OF AMENITY TREES, AND UNDERTAKEN BY A
SUITABLY QUALIFIED ARBORIST.

A	19 Aug 2020	Architect Client
Rev	Date	Amendment

LANDSCAPE PLAN



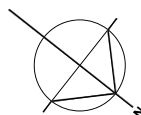
INFINITY
LANDSCAPE
ARCHITECTS

8 Bluechip Court
Point Cook Victoria 3030
T (03) 9395 3650 **M** 0447 813 930
office@infinityla.com.au

PROPOSED DEVELOPMENT
16 Cannes Avenue, Bonbeach

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Stage	Town Planning Approval
Date	19.08.2020
Project No.	075.2020
Drawn	SM
Checked	SM
Scale	1:100@A1/1:200@A3
Drawing No.	L01A





Certificate of Insurance

Date of Issue 14 August 2025

Policy Number HSA140628411

Page 1 of 2



Strata Insurance

Thank you for being an AAMI Strata Insurance customer.

Please have a read through the Certificate of Insurance to check all your policy details are correct and that the amount of cover meets your needs.

We do rely on you to honestly disclose all the correct details in regards to your policy.

If you'd like help with something, give us a call on 13 22 44.

Take care,

The AAMI Team

Insured Address

UNITS 1,2 & 3
16 CANNES AVE,
BONBEACH VIC 3196

The Insured

Owners Corp Number 847327

Period of Insurance

18 August 2025 to 11:59pm 18 August 2026

Policy Type

Strata Building

Strata Cover

Building Sum Insured: \$2,183,000

Legal Liability: \$20 million

Excess Details

You may be able to reduce your premium if you choose a higher Flexi-Premium excess.

Building Flexi-Premium® Excess: \$1,000

Unoccupied Excess: \$1,000

Water Damage Excess: \$200

Theft or burglary by tenants or their guests excess: \$500

Malicious acts or vandalism by tenants or their guests excess: \$500

What You Have Told Us

This document sets out the information that we have relied on to decide if we can insure you and on what terms. We may give you a copy of the information you have previously told us. If any of this information has changed, or is incorrect, please contact us.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.

The Building

Occupied As:	Owner/Tenanted
Dwelling Type:	Townhouse
Wall Construction:	Brick Veneer
Roof Construction:	Tile
Year Built:	Approx. 2022
Levels:	2
Floors:	Timber
Lifts:	No
Balconies:	No
Pool/SPA:	No
Recreational Facilities:	No
Well Maintained and in Good Condition:	Yes
This includes, but is not limited to, there are: no leaks, holes, damage, rust, or wood rot in the roof, gutters, windows, walls, floors, fences, or anywhere else; no damage to foundations, walls, steps, flooring, ceilings, gates, and fences and is structurally sound; no damage from or infestation of termites, ants, vermin, or other creatures; no broken, missing glass or boarded-up windows. Refer to the PDS for further details.	
Under Renovation/Construction:	No
Used for Business:	No
Unoccupied:	No
Financed:	No
Up to 40% of units are used for Holiday /Weekend/Shared Schemes:	No

Security Features

You have told us the following about the security at the building:

Smoke Detectors:	No
Restricted Access:	Yes

Insurance History

You have told us that in the past **three** years:

- You or anyone to be insured under this policy have NOT had an insurer decline or cancel a policy, impose specific conditions on a policy, or refuse a claim.
- You or anyone to be insured under this policy have had NO insurance claims for loss or damage relating to strata insurance (excluding any claims made on this policy).

When you must contact us

It is important that you check the information provided on your Certificate of Insurance. If any details are incorrect or have changed, you should contact us to update your details.

Also, when you hold a policy with us, there are other circumstances you need to tell us about during the period of insurance. These circumstances are set out in the 'When you must contact us' section of your PDS. If you don't contact us when you should, we may either refuse or reduce payment of a claim. It may also lead us to cancel your policy.

For complaints concerning AAMI products or services, you can phone us on 1300 240 437; write to us at: AAMI Customer Relations Team, PO Box 14180, Melbourne City Mail Centre VIC 8001; or email us on idr@aami.com.au. You may have spoken about your policy with a Distributor providing financial services appointed under AFSL 230859 and representing AAI Limited ABN 48 005 297 807 trading as AAMI (AAI). Distributors include EXL Service Philippines Inc. and/or WNS Global Services Philippines Inc. and their staff. AAI remunerates corporate distributors on a fee for service basis while their staff receive a salary comprising commission where they meet sales, risk, quality and behavioural targets.

AAI Limited ABN 48 005 297 807 trading as AAMI.



Policy Renewal

OWNERS CORP NUMBER 847327
UNIT 2
16 CANNES AVE
BONBEACH VIC 3196

Date of Issue	14 August 2025
Policy Number	HSA140628411
Period of Insurance	18 August 2025 to 11:59pm 18 August 2026
Total Amount Payable	\$4,509.33
Due Date	18 August 2025

Page 1 of 2

IMPORTANT: A new Product Disclosure Statement (PDS) applies to your policy on renewal. There are new and changed benefits, features, terms, conditions and exclusions. Please read the PDS for full details.

For more information about the new PDS please visit www.aami.com.au/pds-update

Strata Insurance

Dear Policy Holder,

Thank you for insuring your Strata Building with AAMI. Your current policy expires at 11.59pm on 18 August 2025 and we would like to invite you to renew with us for a further 12 months.

Please find enclosed your Certificate of Insurance showing policy details for the new period of insurance.

It is important to review the information in your Certificate of Insurance carefully. If any details shown are incorrect, or there is other information you need to tell us, please call **13 22 44**.

Please pay the amount payable by the due date to ensure you remain covered. If you have any questions about your insurance please call **13 22 44**.

For more information on choosing insurance and to better understand insurance visit the Australian Government website: www.moneysmart.gov.au

Take care,
The AAMI Team

Insured Address

UNITS 1,2 & 3 16 CANNES AVE, BONBEACH VIC 3196

Policy Type

Strata Building

Building Base Premium	\$3,726.72
Stamp Duty	\$409.94
GST	\$372.67
Total Amount Payable for Building	\$4,509.33

Payment Options



Internet: Visit aami.com.au



Phone: To pay via our automated card payment system call 1300 764 135. We accept VISA, Mastercard and American Express.



By Mail: Send this payment slip with your cheque made payable to: AAMI GPO Box 5356, Sydney NSW 1176



In Person: At any Post Office in Australia.



Direct Debit:
Call **13 22 44** to arrange payment by monthly instalments.



Bill Code: 655902
Ref: 15352140628411

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: www.bpay.com.au

Total Amount Payable **\$4,509.33**

Due Date **18 August 2025**

Reference Number **15352140628411**



*4060 18082025 HSA140628411

Once payment is made this document is a Tax Invoice for GST, enabling you to claim input tax credits if applicable to your business.



Here's how we look after you

We give you value

Flood, storm and lightning cover

With AAMI Strata insurance your building is covered in the event of a flood or storm. This includes any loss or damage caused by strong winds, rain, hail, snow and dust - as well as damage from a power surge caused by lightning.

AAMI Flexi-Premiums®

With AAMI Flexi-Premiums® you have the option to vary your excess, so you can choose how much you pay. By choosing a higher excess you'll be able to lower your insurance premium.

Legal liability

We cover up to \$20 million for your legal liability to pay compensation for death, illness, or bodily injury that happens at the insured address.

Flexible payment options

Choose to pay your premium annually or monthly (annually is cheaper) - whichever is more convenient for you.



Did you know that you can manage your AAMI online?

Simply visit aami.com.au/login to view, update your policy and make payments.

Owners corporation fee notice

Owners Corporations Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Date of notice 15th March 2026

TAX INVOICE No.15

From:

Name	Self Managed Owners Corporation
Owners corporation plan number	847327S
ABN	
Contact details (name of manager if applicable or contact person)	Shelley Turner
Address	16 Cannes Avenue Bonbeach
Telephone number	0400 582 464
Fax number (if applicable)	

To the lot owner/s:

Name/s	Shelley Turner
Lot number	2
Lot address	2/16 Cannes Avenue
Suburb	Bonbeach
State	Vic
Postcode	3196
Postal address of lot owner(s)/occupier(s)/manager (if different from above)	As above

The following fees/charges are due

All amounts listed include GST unless otherwise specified

Payment is due within 28 days of the date of this notice or by the due date specified below

Date due	Description of fee/charge/interest/arrears	Amount
16 April 2026	Owners Corporation Administration Levy fees for the period : November 2025 to April 2026	\$1,184.00
Total amount payable		\$1,184.00

Interest

Interest will be charged on any overdue fees/charges at: not applicable

Annual interest rate

0.00%

The rate of interest has been calculated in accordance with the current rate under the *Penalty Interest Rates Act 1983 (Vic)*. This rate is subject to change.

Payment details

Payment methods (how and where to pay)

Please make payment by EFT to

Owners Corporation No.847327S

BSB- 083-337

Account – 352102334

REF: 16CANNESLOT3

Please retain these details for future payments

Important information on fees and charges

This section is part of the fee notice

Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

- the owners corporation internal dispute resolution process
- conciliation through Consumer Affairs Victoria
- applications to the Victorian Civil and Administrative Tribunal (VCAT).

Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the owners corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the [Consumer Affairs Victoria website](http://consumer.vic.gov.au/contact) (consumer.vic.gov.au/contact).

Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the [Victorian Civil and Administrative Tribunal website](http://vcat.vic.gov.au) (vcat.vic.gov.au). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

Fee notice and final fee notice information for owners corporations

This page is for information only and does not need to be included as part of fee notices sent to lot owners.

What type of fees can fee notices be used for?

The fee notice and final fee notice can only be used to charge for fees in accordance with *Owners Corporations Act 2006* (the Act) and Owners Corporations Regulations 2018 (the Regulations). This includes:

- Annual fees (general administration, maintenance and repairs, insurance and other recurrent obligations of the Owners Corporation) (section 23).
- Extraordinary fees (for unexpected expenditure) (section 24).
- Recovery of a debt for maintenance/repairs (section 49).

Can owners corporations change, add or delete information in fee notices?

The layout of the forms can be varied to suit computer generated systems, mailing and payment processes but must contain all information specified in the approved forms.

The main title of the notice must be 'Owners corporation fee notice' or 'Owners corporation final fee notice'.

Payment methods can be inserted into the space provided or incorporated into a tear off remittance slip. If space is limited, payment methods can be provided on a separate page).

The form can also include details such as:

- other reference numbers and information needed as part of an internal administration system (e.g. owner reference number)
- the manager's name, ABN, registration number and contact details
- website and email details.

Otherwise no other information can be changed, added or deleted. Fee notices are approved forms under the Act. Any notice that contains information which differs from the approved form may be invalid.

Penalty interest rate

There is no requirement under the Act to charge interest if the fees are not paid on time, however owners corporations are entitled to charge interest on unpaid fees. The maximum rate of interest an owners corporation can charge on unpaid fees is determined by the *Penalty Interest Rates Act 1983* (Vic). The penalty interest rate is fixed by the Attorney-General and reviewed regularly.

Before sending out Fee notices, owners corporations should view the current penalty interest rates on the [Penalties and values page on the Department of Justice and Regulation website](http://justice.vic.gov.au) (justice.vic.gov.au).

If no interest will be charged write 0 in the boxes on the notice form. The rate of interest charged must not exceed the maximum rate of interest payable under the *Penalty Interest Rates Act 1983* (Vic).

Due dates on notices

If there is only one due date, this date must be at least 28 days after the date of the first notice. If there is more than one due date, the first due date listed for payment must be at least 28 days after the date of the first notice. All fees with respect to final fee notices must be paid immediately.

How can notices be given?

Notices can be delivered electronically, by post or in person. When giving by post it can be sent to the lot address, another address specified by the lot owner to receive notices or can be left in a letterbox allocated to the lot. When delivering in person you can give the notice to the lot owner or leave it with an occupier who is over 16 years of age.

Keeping records

The owners corporation must keep records including fee notices for a period of 7 years.

For more information

More information is available in the [Owners corporations section of the Consumer Affairs Victoria website](http://consumer.vic.gov.au/ownerscorp) (consumer.vic.gov.au/ownerscorp).

TAX INVOICE

Shelley Turner
Unit 2, 16 Cannes Avenue,
Bonbeach, VIC, 3196
0400 582 464

Invoice Date 15 March 2026	Owners Corporation Plan No. PS 847327 Bonbeach VIC 3196
Invoice Number INV-0015	AUSTRALIA 0425 930 008

Description	Quantity	Unit Price	GST	Amount AUD
Fee Notice – Unit 2, 16 Cannes Avenue, Bonbeach November 2025 – April 2026 Owners Corporation Plan No. PS 847327	1.00	1,184.00	0%	1,184.00
Subtotal				1,184.00
TOTAL GST 0%				0.00
TOTAL AUD				1,184.00

Due Date: 16 April 2026

PAYMENT DETAILS
EFT Transfer:
Owners Corporation
BSB: 083-337
Account No: 35-210-2334

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PAYMENT ADVICE

To: OWNERS CORPORATION
PLAN NO. PS 847327
BONBEACH VIC 3196
AUSTRALIA
0400 582 464

Customer	Shelley Turner
Invoice Number	INV-0015
Amount Due	1,184.00
Due Date	16 April 2026