Contract of Sale of Land

Property:

Unit 3, 51 McCormicks Road, Carrum Downs VIC 3201

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: TG:20261612

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../…..……/2026

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: **Glenn Steven Costas and Ema-lee Georgia Costas (formerly Maggio)**

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

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea

Address: 463 Nepean Highway, Chelsea VIC 3196

Email: ashley.patane@obre.com.au

Tel: 9772 7077 Mob: 0417 686 519 Fax: 9772 7022 Ref: Ashley Patane

Vendor

Name: Glenn Steven Costas and Ema-lee Georgia Costas (formerly Maggio)

Address: Unit 3, 51 McCormicks Road, Carrum Downs VIC 3201

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd

Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805

Email: info@victorianstatewide.com.au

Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20261612

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11263	Folio	652	3	PS 600257R

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 3, 51 McCormicks Road, Carrum Dows VIC 3201

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

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

Payment

Price $

Deposit $ By (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

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

SPECIAL CONDITION 1 – Christmas Closure Period

1. Where a settlement date is chosen during the Christmas/New Year period of Wednesday 23rd December 2026 to Monday 4th January 2027 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Monday 4th January 2027 without penalty to either the Vendor or Purchaser.

2. The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 1.1.

3. Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 1.1 and 1.2.

4. Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2026, settlement will be delayed until 4th January 2027. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:
   • Penalty interest pursuant to General Condition 33
   • Payment in full of the vendors 2027 land tax liability.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

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

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

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

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

6 VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor:

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

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

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

13.6 The contract will be at an end if:

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

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

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

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

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

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

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

However, unless otherwise agreed:

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement:

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must:

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

(b) ensure that the representative does so.

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

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

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

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

despite:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

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

(d) by email.

27.4 Any document properly sent by:

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

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

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

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

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

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

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

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

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

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

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

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, ...of .....…….....

and .....of …….....

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

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ...…….... day of ..……..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....……)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SECTION 32 STATEMENT

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

Vendor:	Glenn Steven Costas and Ema-lee Georgia Costas (formerly Maggio)
Property:	Unit 3, 51 McCormicks Road, Carrum Downs VIC 3201



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

Email: info@victorianstatewide.com.au

Ref: TG:20261612

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge

Their total does not exceed $6100.00 per annum

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

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

Not Applicable

Commercial and Industrial Property Tax

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

   Yes ☐ No ☒ X

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

32B INSURANCE

(a) if the contract for the sale of the land does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;-

Not Applicable

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

Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Casey City Council Planning Scheme
Responsible Authority: Casey City Council
Zoning: General Residential Zone
Planning Overlay/s: N/A

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- Apart from any matters disclosed in the attached certificates, none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 11263 Folio 652
2. Plan of Subdivision 600257R
3. Owners Corporation Basic Report

DATE OF THIS STATEMENT 03/08/2026

Name of the Vendor

Glenn Steven Costas and Ema-lee Georgia Costas (formerly Maggio)

Signature/s of the Vendor

x Glenn Costas

03/08/2026

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

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962.*

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

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

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

VOLUME 11263 FOLIO 652 Security no : 124137130212A
Produced 30/07/2026 03:33 PM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 600257R.
PARENT TITLE Volume 10736 Folio 361
Created by instrument PS600257R 08/04/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
EMA-LEE GEORGIA MAGGIO
GLENN STEVEN COSTAS both of UNIT 3 51 MCCORMICKS ROAD CARRUM DOWNS VIC 3201
AS073765B 08/04/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU401645V 31/05/2021
AFSH NOMINEES PTY LTD

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 PS600257R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 3 51 MCCORMICKS ROAD CARRUM DOWNS VIC 3201

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 31/05/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS600257R

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS600257R**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**30/07/2026 15:35**

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

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PLAN OF SUBDIVISION

STAGE No. /

LRS USE ONLY EDITION 1

PLAN No. PS

PS600257R

31/03/2011 $1409.60 PS

LOCATION OF LAND

PARISH: LYNDHURST

TOWNSHIP: LYNDHURST

SECTION: 1

CROWN ALLOTMENT: 5

CROWN PORTION: ———

TITLE REFERENCE/S:
VOL 10736 FOL 361

LAST PLAN REFERENCE /S: TP 791815X

POSTAL ADDRESS: 51 McCORMICKS ROAD, CARRUM DOWNS, 3201.
(at time of subdivision)

MGA Co-ordinates (of approx centre of land in plan) E 341,750 N 5,780,300 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: FRANKSTON CITY REF: 52 / 2008 / S / bm

1. This plan is certified under Section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under Section 11 (7) of the Subdivision Act 1988.~~
   ~~Date of original certification under Section 6.~~ / /
3. ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE:

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has ~~/has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage No. . . .~~ . . . . . .

Council Delegate Lynne Robins

~~Council Seal~~

Date 19 / 10 / 2010

Re-certified under Section 11 (7) of the Subdivision Act 1988.

Council Delegate

Council Seal

Date / /

VESTING OF ROADS AND/ OR RESERVES

Identifier	Council/Body /Person
Nil	Nil

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNER'S CORPORATIONS. (SEE OWNER'S CORPORATION SEARCH REPORT(S) FOR DETAILS).

NOTATIONS

STAGING: This is not a staged subdivision.
PLANNING PERMIT No. 165 / 2008 / P

DEPTH LIMITATION: DOES NOT APPLY

Boundaries shown by thick continuous lines are defined by buildings.

Location of boundaries defined by buildings –
Exterioir Face: All boundaries

SURVEY: This plan is based on survey.

This survey has been connected to Permanent Marks No.(s) 980 & 1364
in Proclaimed Survey Area No.52

EASEMENT INFORMATION

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
A – Appurtenant Easement R – Encumbering Easement (Road)

Easements and Rights pursuant to Section 12 (2) of the Subdivision Act 1988 applies to all the land on this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited /In Favour of
E-1	SEWERAGE	3.30	THIS PLAN	SOUTH EAST WATER LIMITED

LRS USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED ☑

DATE 31/03/2011

LRS USE ONLY

PLAN REGISTERED

TIME 10:50

DATE 8/4/11

Randall McDonald
Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

PENINSULA SURVEY GROUP P/L
LAND DESIGN & DEVELOPMENT
CONSULTING SURVEYORS & PLANNERS
LEVEL 1, 3/18 RANELAGH DRIVE, MOUNT ELIZA 3930
PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 ACN 067 077 614

LICENSED SURVEYOR (PRINT) ALAN L. RUNTING

SIGNATURE ..... DATE 5 / 10 / 2010

REF : 5269/PS VERSION 4

Lynne Robins

DATE 19 / 10 / 2010

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

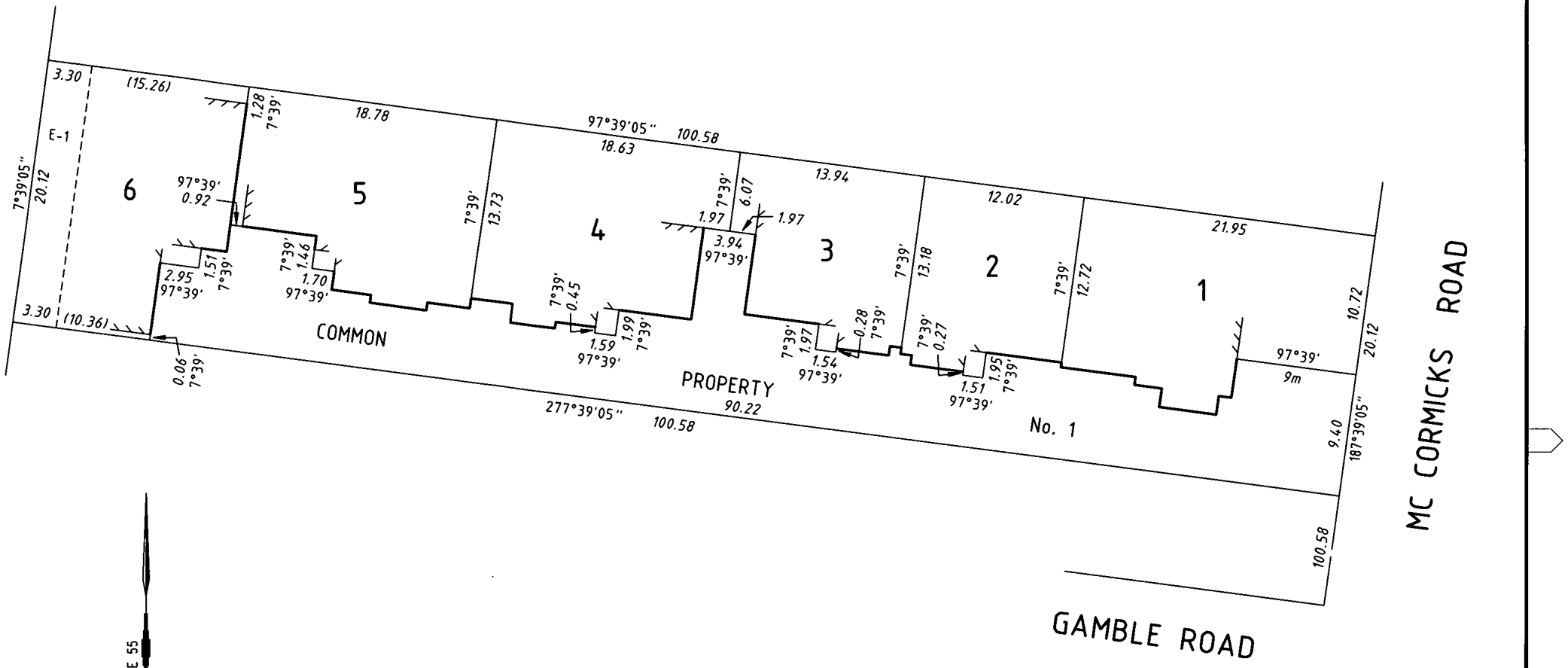
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PSF.DGN

PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER **PS 600257R**



PENINSULA SURVEY GROUP P/L

LAND DESIGN & DEVELOPMENT
CONSULTING SURVEYORS & PLANNERS
LEVEL 1, 3/18 RANELAGH DRIVE, MOUNT ELIZA 3930
PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 ACN 067 077 614

SCALE
3 0 6 12
LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:300	A3

LICENSED SURVEYOR (PRINT) ALAN L. RUNTING
SIGNATURE ..... DATE 5/10/2010
REF : 5269/PS VERSION 4

SHEET 2

Lynne Robards
DATE 19/10/2010
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

PSH.DGN

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Department of Transport and Planning

Owners Corporation Search Report

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Produced: 30/07/2026 03:35:13 PM

OWNERS CORPORATION 1
PLAN NO. PS600257R

The land in PS600257R is affected by 1 Owners Corporation(s)

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

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
CAMPBELL CORPORATE SERVICES 4 596 NORTH ROAD ORMOND VIC 3204

AL567730E 17/12/2014

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:
OC010428D 08/04/2011

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	210	210
Lot 2	170	170
Lot 3	170	170
Lot 4	150	150
Lot 5	150	150
Lot 6	150	150

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

Department of Transport and Planning

Owners Corporation Search Report

Produced: 30/07/2026 03:35:13 PM

OWNERS CORPORATION 1
PLAN NO. PS600257R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	**1000.00**	**1000.00**

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

Statement End.

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

Statement for property:
UNIT 3 LOT 3 51 MCCORMICKS ROAD CARRUM DOWNS 3201
3 PS 600257

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53M//14120/00200		30 JULY 2026	52753485

1. Statement of Fees Imposed

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

(a) By Other Authorities

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

(b) By South East Water

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

- The meter at the property was last read on 25/05/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$1.94 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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. 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.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

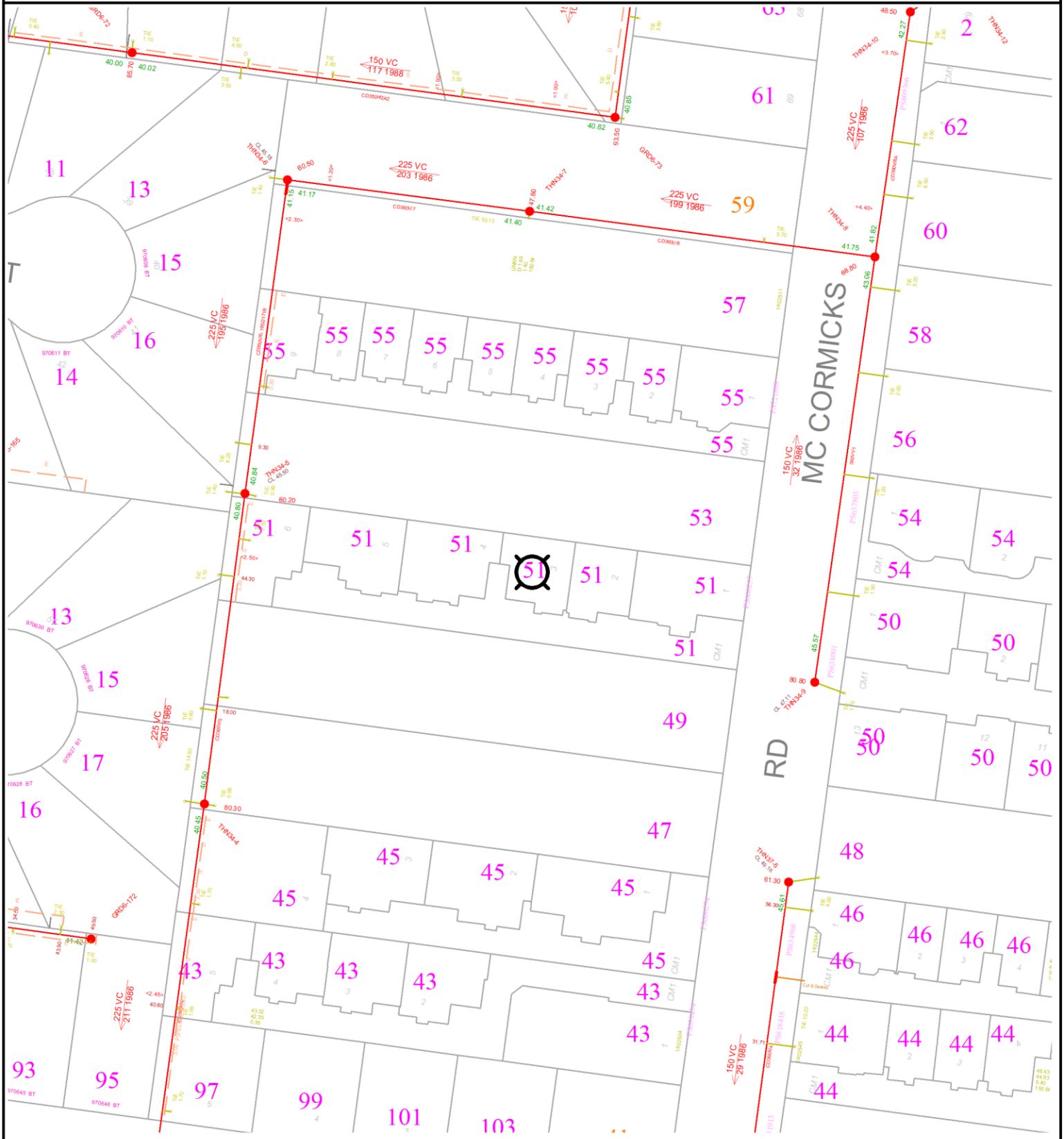
South East Water

Property: Lot 3 UNIT 3 51 MCCORMICKS ROAD CARRUM DOWNS 3201

Case Number: 52753485

20 0 20 40
Scale in Metres

Date: 30JULY2026



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

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

Melbourne Water Assets

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

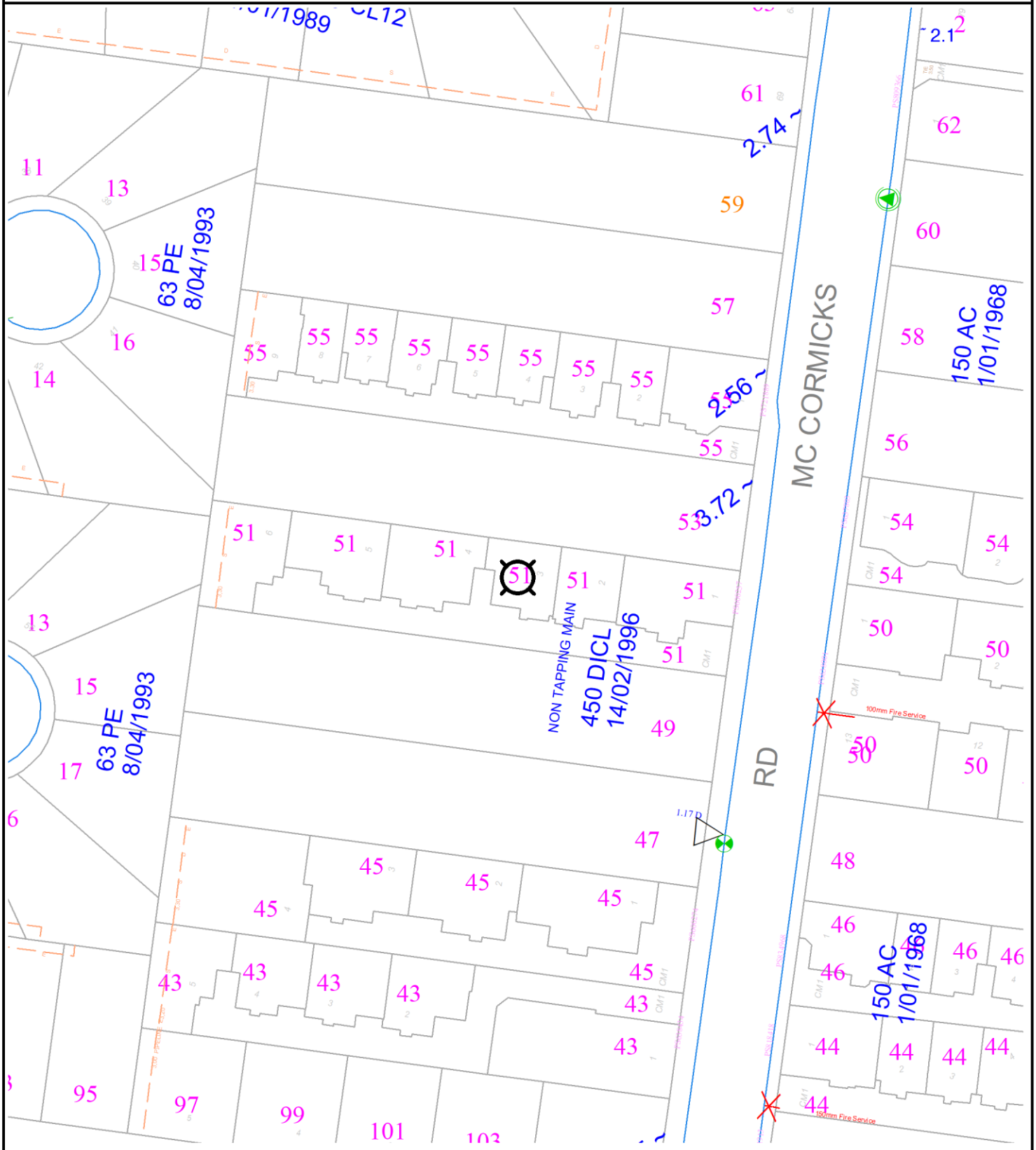
ASSET INFORMATION - WATER

Property: Lot 3 UNIT 3 51 MCCORMICKS ROAD CARRUM DOWNS 3201

Case Number: 52753485

Scale in Metres: 20 0 20 40

Date: 30JULY2026



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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

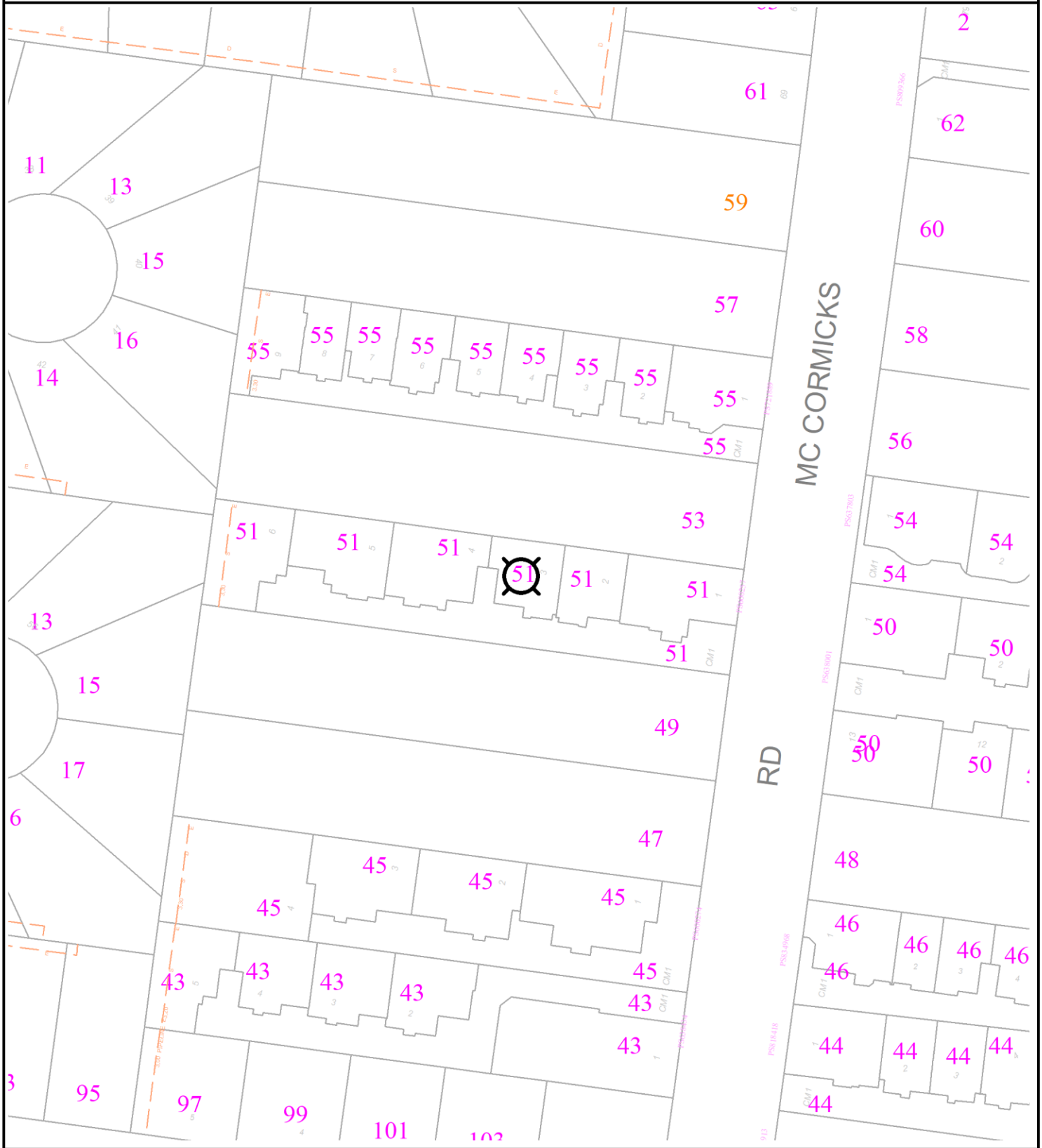
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 3 UNIT 3 51 MCCORMICKS ROAD CARRUM DOWNS 3201

Case Number: 52753485

20 0 20 40
Scale in Metres

Date: 30JULY2026



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
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Owners Corporation Certificate

s.151(4)(a) Owners Corporations Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No:	PS 600257R
Address:	51 McCormicks Road CARRUM DOWNS VIC 3201
This certificate is issued for:	Lot 3
Postal address is:	3/51 MCCORMICK ROAD CARRUM DOWNS VIC 3201
Applicant for the certificate is:	Victorian Statewide Conveyancing
Address for delivery of certificate:	tania@victorianstatewide.com.au
Date that the application was received:	31/07/2026

IMPORTANT:

The information in this certificate is issued on 31/07/2026. You should obtain a new certificate for current information prior to settlement.

(a) The current fees for the lot for the financial year 01 June 2026 are paid quarterly and set out below. The annual contribution fee is subject to change depending on the budget set for the year.

The annual Administrative Fund contributions for Lot 3 are $2,322.26 **per annum** commencing on 01/06/2026. Contributions for this plan are raised over 4 **periods** as shown in the table below:

Period	Amount	Due Date	Status
01/06/2026 to 31/08/2026	$570.65	01/06/2026	Paid
01/09/2026 to 30/11/2026	$583.87	01/09/2026	Not yet issued
01/12/2026 to 28/02/2027	$583.87	01/12/2026	Not yet issued
01/03/2027 to 31/05/2027	$583.87	01/03/2027	Not yet issued
TOTAL AMOUNT OVERDUE AS AT 31/07/2026: $0.00			

Penalty if unpaid	10.00% per annum
Current Levy Year	01/06/2026 to 31/05/2027

The annual Maintenance Fund contributions for Lot 3 are $339.99 **per annum** commencing on

01/06/2026. Contributions for this plan are raised over 4 **periods** as shown in the table below:

Period	Amount	Due date	Status
01/06/2026 to 31/08/2026	$0.00	-	Not set
01/09/2026 to 30/11/2026	$113.33	01/09/2026	Not yet issued
01/12/2026 to 28/02/2027	$113.33	01/12/2026	Not yet issued
01/03/2027 to 31/05/2027	$113.33	01/03/2027	Not yet issued
TOTAL AMOUNT OVERDUE AS AT 31/07/2026: $0.00			

Penalty if unpaid	10.00% per annum
Current Levy Year	01/06/2026 to 31/05/2027

(b) The date to which the fees for the lot have been paid up to is: **31/08/2026**

The total of any unpaid fees or charges for the lot is:
Total Amount Owing: (c) + (d) = $0.00

Outstanding amounts are payable by BPAY:
BPAY Biller Code: 96503

Payment Reference No: 26231510400060025739

(c) *Administrative Fund*

Amount owing	$0.00
Interest owing	$0.00
Owner invoices owing	$0.00
Total amount owing	$0.00

Unallocated Fund

Amount owing	$0.00
Interest owing	$0.00
Owner invoices owing	$0.00
Total amount owing	$0.00

Maintenance Fund

Amount owing	$0.00
Interest owing	$0.00
Owner invoices owing	$0.00

Total amount owing $0.00

A SALES ADMINISTRATION CHARGE OF $120.00 WILL BE APPLIED TO THE LOT.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are: There are currently no special charges payable by Lot 3 that relate to work performed by the Owners Corporation or some other act that incurs special charge. **Refer to the Minutes of the 28/07/2026 AGM.**

(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above. **Refer to the Minutes of the 28/07/2026 AGM.**

(f) Are there any rules or regulations owners, occupiers or the public are required to adhere to. **Yes, refer to attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporations Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**

(g) Are there any current non-compliance to the rules or regulations affecting this lot If so, please provide details: **None, to the best of my knowledge.**

(h) The Owners Corporation has the following insurance cover:

Policy No:	P-010221
Type:	Strata
Broker:	Coverforce Aughtersons Pty Ltd PO Box 427 RINGWOOD VIC 3134
Insurer:	Axis Underwriting Services Pty Ltd Level 5, 90 Collins Street MELBOURNE VIC 3000
Premium:	$8,160.00
Paid on:	21/11/2025
Policy start date:	17/11/2025
Next due:	17/11/2026

Coverage	Insured Amount	Excess	Notes
Buildings Insurance	$4,122,201.00	$2,000.00	Each & Every Claim
Loss of Rent and Temp. Accommodation	$618,330.00		

Common Area Contents	$41,222.00		
Public & Owners Legal Liability	$20,000,000.00		
Fidelity Guarantee	$100,000.00		
Legal Defence Expenses	$50,000.00		
Appeal Expenses	$100,000.00		
Government Audit Costs	$25,000.00		
Personal Accident	$200,000.00		7 day Waiting Period

(i) 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: **N/A**

(j) The total funds held by the Owners Corporation are set out in the Financial Statement of Position attached to this Certificate. **Please be advised this report at the time issued to the applicant may reflect unbalanced figures subject to future account roll overs. Please contact our office should you have any further enquiries.**

(k) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above If so, then provide details: **Refer to the Minutes of the 28/07/2026**

(l) Are there any current contracts, leases, licences or agreements affecting the common property If so, then provide details: **None, to the best of my knowledge.**

(m) Are there any current agreements to provide services to lot owners, occupiers or the public If so, then provide details: **A contract of appointment to provide Owners Corporation Management Services is currently held with Campbells Corporate Services**

(n) 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: **None, to the best of my knowledge.**

(o) 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: **None, to the best of my knowledge.**

(p) Has the Owners Corporation appointed, or resolved to appoint, a manager If so, then provide details:

Campbell Corporate Services
Suite 4, 596 North Road
Ormond, VIC 3204
Telephone: (03) 9575 8000

(q) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator. **None, to the best of my knowledge.**

(r) Documents required to be attached to the Owners Corporation certificate are:

- A copy of the minutes of the last annual general meeting of the Owners Corporation
- A copy of the consolidated rules registered at Land Victoria
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled *"Statement of Advice and Information for Prospective Purchasers and Lot Owners"*

IMPORTANT: This certificate is issued on the following basis:

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

2. Information provided within this Owners Corporation certificate is valid for a period of 60 days. Applicants who have purchased the OC Certificate may obtain an update free of charge within 60 days from the date of issue by written request to viraaf@campbellcs.com.au . Third parties who have made an application for certificates via another organisation are not eligible to request updated OC Certificate/s and must liaise with the organisation they have lodged their application with. A new application will need to be submitted after the 60 day period has lapsed.

3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.

4. The information is subject to change without notice.

5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

Campbell Corporate Services
Suite 4, 596 North Road
Ormond, VIC 3204

Requests for Certificate/s must be accompanied by a cheque payable to: **Campbell Corporate Services**
Schedule of rates is available on application to: viraaf@campbellcs.com.au.

Phone: **(03) 9575 8000**
Date of Issue: 31/07/2026
This Owners Corporation certificate was prepared by:

Viraaf Mehta
Manager
As the Delegate of the Owners Corporation

Rules for Owners Corporation

1. Health, safety, and security

1.1 Health, safety and security of Lot owners, occupiers of Lots and others

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a Lot must not use or store on the Lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

Lot owner or occupier an opportunity to claim it and the Lot owner or occupier has not done so by the payment date set by the relevant supplier; or

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

4. Use of common property

4.1 Use of common property

1. An owner or occupier of a Lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a Lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a Lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
7. The owners corporation may impose reasonable conditions on a Lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

1. to be parked or left in parking spaces situated on common property and allocated for other Lots; or
2. on the common property so as to obstruct a driveway, pathway, entrance or exit to a Lot; or
3. in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

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

5. Lots

5.1 Change of use of Lots

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

Example

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

5.2 External appearance of Lots

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

5.3 Requiring notice to the owners corporation of renovations to Lots

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

6. Behaviour of persons

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

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

6.2 Noise and other nuisance control

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

7. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a Lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

   (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

6. A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

   (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

   (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

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 Victoria.

If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to

identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

campbell corporate services
owners corporation specialists

Campbell Corporate Services
Suite 4, 578-598 North Road,
Ormond, VIC 3204
ABN 15 173 987 449

T (03) 9575 8000
F (03) 9578 2246
E info@campbellcs.com.au
W campbellcorporateservices.com.au

Ref: MCGR1

NOTICE TO WHOM IT MAY CONCERN – PARKING & GATE

Dear Sir/Madam

RE: 51 McCormicks Road CARRUM DOWNS

We act as owners corporation managers for the above property.

Parking

Occupants and owners are reminded that parking on common property is not allowed. Parking must be restricted to within your lots in carports and garages designed for that purpose. Visitor car spaces are provided for short term use only, i.e. for a few hours duration, but certainly not overnight, to allow all residents to share this amenity.

Could occupants please be mindful that parking on site is limited and if there are insufficient parks provided for your vehicles then other arrangements such as on-street parking will need to be considered.

Gate

Occupants are asked to make every effort to ensure that the front gate is closed at all times. For the added security of property we appreciate your co-operation with this.

If you have any further queries, please do not hesitate to contact this office.

DocuSign Envelope ID: 6CF75BB4-F397-4994-9B65-AA45F5473D78

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.

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.

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO: PS 600257R

PROPERTY ADDRESS: 51 McCormicks Road CARRUM DOWNS VIC 3201

Meeting Date:	Tuesday 28 July 2026		
Meeting Location:	Remote attendance via Zoom Video Conference		
Time:	Scheduled Time: 04:00 PM	Opened: 04:00 PM	Closed: 04:48 PM

Lots Represented :

Lot	Member Name	Participation
Lot : 3 (F)	Ms Ema-Lee Georgia Maggio & Mr Glenn Steven Costas	Via Zoom
Lot : 5 (F) (via Proxy)	Shirley May Thorne as proxy of Ms Anne Louisa Gillam	Via Zoom
Lot : 6 (F)	Steven John Kinder & Pamela Jane Kinder	Via Zoom

Chairperson :	Viraaf Mehta of Campbells Corporate Services
Additional Attendees :	
Apologies :	**Lot** **Member Name**
Other Apologies :	
Quorum :	Upon presentation of all proxies and noting all attendances, it was confirmed that as 50% or over of occupiable lots represented, a quorum was declared and therefore, the decisions made in the Annual General Meeting are decisions of the Owners Corporation in accordance with Section 77 of the Owners Corporation Act 2006

1. Motion 1

MINUTES OF PREVIOUS MEETING	**Ordinary Resolution**		
The Owners Corporation members resolve that the minutes of the previous Annual General Meeting, dated 10 July 2025 be confirmed as a true and correct record of the proceedings of that meeting.			
Additional Details			
Motion passed by simple majority			
VOTES	Yes : 3	No : 0	Abstain : 0

2. Motion 2

MANAGER'S REPORT	**Ordinary Resolution**
That the Owners Corporation Members resolve to acknowledge and accept the manager's report as prepared and presented by the Manager.	
Strata Manager's Report for **51 McCormicks Road, CARRUM DOWNS - OCPS 600257R**	

Pursuant to Part 6 Section 126 of the Owners Corporations Act 2006, the Manager of the Owners Corporation must submit a report of the Manager's activities to each Annual General Meeting of the Owners Corporation. The report must include details of professional indemnity insurance held by the Manager in compliance with Section 119 (5).

Please refer to the managers report in the attached documents.

Additional Details

Motion passed by simple majority			
VOTES	Yes : 3	No : 0	Abstain : 0

3. Motion 3

COMMITTEE REPORT	**Ordinary Resolution**

Option (A)

It was resolved by Members present that **no report** was received from the Chairperson of the Committee.

Option (B)

The Owners Corporation Members resolve to acknowledge and accept the **written report** as prepared and presented by the Chairperson of the Committee.

Option (C)

The Owners Corporation Members resolve to acknowledge and accept the **verbal report** as presented by the Chairperson of the Committee at the meeting.

The Owners Corporation Members and Management conveyed their thanks to the Committee and or Chairperson for their service throughout the year.

Additional Details

Motion passed by simple majority			
VOTES	Option A : 3	Option B : 0	Option C : 0

4. Motion 4

ELECTION OF COMMITTEE / CHAIRPERSON	**Ordinary Resolution**

Under Part 5 of the Owners Corporation Act 2006:

. An Owners Corporation with 10 or more lots, must elect a Committee at each Annual General Meeting.

. An Owners Corporation with less than 10 lots, may elect a committee, however a chairperson must be elected.

A Committee of an Owners Corporation must consist of a minimum of 3 members and a maximum of 7 members, unless resolved by the Owners Corporation to increase the committee members to a maximum of 12.

In accordance with Section 100 of the Owners Corporation Act 2006, The Owners Corporation Members resolve that the following members have been elected to form the committee of the Owners Corporation:

- Mr. B Boyle - Lot 1 = Member
- Ms. Ema-Lee Georgia Maggio & Mr Glenn Steven Costas - Lot 3 = Member
- Shirley May Thorne as proxy of Ms. Anne Louisa Gillam - Lot 5 = Chairperson
- Steven John Kinder & Pamela Jane Kinder - Lot 6 = Member

Members of committees and sub-committees also have new duties to:

- act honestly and in good faith
- exercise due care and diligence
- act in the interests of the owners corporations when performing their function
- not make improper use of their position to gain a direct or indirect advantage for themselves or anyone else.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

5. Motion 5

DELEGATION OF DUTIES	**Ordinary Resolution**

On the appointment of the Owners Corporation Manager and the election of the Committee or Chairperson of the Owners Corporation, the Owners Corporation members resolve to delegate all powers and functions of the Owners Corporation to the Manager and Committee / Chairperson of the Owners Corporation, except for:

1. The power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting.

2. The power to remove a committee or officer of the Owners Corporation.

3. The power to set the annual fees or levies (except in terms of the Act).

The Owners Corporation members resolve to appoint Paul Campbell as the Public Officer.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

6. Motion 6

ANNUAL ESSENTIAL SAFETY MEASURES REPORT	**Ordinary Resolution**

An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.

As per the National Construction Code (NCC), this Owners Corporation is a Class 1A residential building and does not require regular inspections of the buildings' ESMs and therefore is not required to meet these obligations. However, members are advised of the following;

It is the responsibility of lot owners and or their appointed representative to ensure:

- That, all Essential Services contained within each private lot (including, smoke alarms, fire blankets, egress paths of travel, air conditioning units, etc.) are maintained.
- That, no penetrations have occurred in fire walls, doors, or the common areas.
- That, stairwells, hallways and any pathways are kept clear of obstructions and trip hazards, at all times.

Lot owners are also responsible to report any issues affecting common property and the Owners Corporation, to the office of Campbell Corporate Services immediately when identified, so to ensure building compliance.

- Note: For properties with a Fire Alarm System, Fire Rescue Victoria have advised that charging for false alarm of fire calls will recommence as of 1st July 2025.

Additional Details			
Motion passed by simple majority			
VOTES	Yes : 3	No : 0	Abstain : 0

7. Motion 7

OCCUPATIONAL HEALTH & SAFETY REPORT	**Ordinary Resolution**

The Owners Corporation Members resolve to continue to meet their statutory obligations as outlined within the Occupational Health and Safety Act 2004 (Vic), by continuing to audit and identity hazards affecting common property, and to undertake necessary measures, so far as is reasonably practicable, to mitigate the associated risks.

It is recommended that the Owners Corporation ensures that either a professional OH&S Report is completed every 3 years and/or that the Chairperson/Committee complete a property risk profile report identifying any breaches or risks at the property.

The last professional Occupational Health and Safety (OH&S) Audit was completed on 19 January 2015.

The Owners Corporation Members resolve to delegate the Committee or Chairperson the authority to prioritize with the Manager items identified requiring remedial action and to raise special levies to meet the costs where necessary.

Please note that if any risk be identified, the risk should be reported to Campbell Corporate Services immediately so the risk can be addressed.

Additional Details			
Motion DEFEATED			
VOTES	Yes : 0	No : 3	Abstain : 0

8. Discussion Item 8

ASBESTOS	**Ordinary Resolution**

In accordance with Section 226 of the Occupational Health and Safety Regulations 2007, an Owners Corporation is required to identify all asbestos containing materials on-site, via the completion of an audit of the Common Property and to record the findings in an asbestos register.

It is recommended that buildings constructed prior to 2004 complete an Asbestos Audit, which must also be updated every 5 years and upon any works being carried out on common property.

The date of this Strata Plan is **17 July 2008.**

The Owners Corporation Members note that as the building was constructed after 2004, an Asbestos Audit is **NOT** required.

9. Motion 9

INSURANCE - INSURANCE POLICY INFORMATION	**Ordinary Resolution**

In accordance with Section 59 of the Owners Corporation Act 2006, An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property. It is the responsibility of all Lot Owners to ensure that their property has sufficient insurance to provide protection for items that are not covered under the policy held by the Owners Corporation, including:

. Carpet

. Floating Flooring

. Window Furnishing

. Contents / Landlord Cover

. Public Liability (within apartment)

The details of the current policy held by the Owners Corporation have been provided below:

Policy No:	P-010221
Type:	Strata
Broker:	Coverforce Aughtersons Pty Ltd PO Box 427 RINGWOOD VIC 3134
Insurer:	Axis Underwriting Services Pty Ltd Level 5, 90 Collins Street MELBOURNE VIC 3000
Premium:	$8,160.00
Paid on:	21/11/2025
Policy start date:	17/11/2025
Next due:	17/11/2026

Coverage	Insured Amount	Excess	Notes
Buildings Insurance	$4,122,201.00	$2,000.00	Each & Every Claim
Loss of Rent and Temp. Accommodation	$618,330.00		
Common Area Contents	$41,222.00		
Public & Owners Legal Liability	$20,000,000.00		
Fidelity Guarantee	$100,000.00		
Legal Defence Expenses	$50,000.00		
Appeal Expenses	$100,000.00		
Government Audit Costs	$25,000.00		
Personal Accident	$200,000.00		7 day Waiting Period

As disclosed within the Management Agreement, Campbell Corporate Services is paid a fee for placing the insurance cover for your property. The fee renumerates Campbell Corporate Services for processing claims on behalf of the Owners Corporation and enables the Manager to deal directly with your insurer.

Owners are to acknowledge that Campbell Corporate Services are authorised under their insurance authority to provide factual advice only and that members are to satisfy themselves that the products being proposed by the insurer/underwriter suit their needs.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

10. Motion 10

INSURANCE - INSURANCE EXCESS	**Ordinary Resolution**

The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

11. Motion 11

INSURANCE - OFFICE BEARERS LIABILITY INSURANCE	**Ordinary Resolution**

Office Bearer's liability provides financial protection to the Office Bearers, Committee and Representatives of an Owners Corporation for claims made against them for wrongful acts e.g.: 'for doing something they ought not to have done' or conversely 'for not doing something they should have done.' Defence costs (e.g. Solicitors fees, other charges and expenses) are included within the limit of the sum insured.

It was noted that the current Office Bearer's Liability sum insured is insured at $0.00

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

12. Motion 12

INSURANCE - INSURANCE VALUATION RENEWAL	**Ordinary Resolution**

The Owners Corporation is required under Section 59(2) the Owners Corporation Act 2006, to insure for the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new; and the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

In accordance with Section 65 of the Owners Corporation Act 2006, an Owners Corporation must obtain a valuation every 5 years or earlier, for all buildings that it is liable to insure. It is the recommendation to have 3 years.

That the last insurance valuation for the Owners Corporation was completed on **27 October 2021**, and it was determined that the amount in which the building sum insured should be $4,122,201.00 to be increased by 5% year on, this is in line with the chip index which is the current index rate of the increase in building materials and labor costs.

The Owners Corporation Members resolve to obtain a valuation for insurance purposes in alignment with the next policy period. It was further resolved that the building sum insured be adjusted to the recommended value as defined within the valuation report.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

13. Motion 13

INSURANCE - RENEWAL INSTRUCTIONS	**Ordinary Resolution**

[OPTION A]

The Owners Corporation Members resolve to arrange insurance cover for the forthcoming period of insurance, with the broker and/or insurer of their choosing.

[OPTION B]

The Owners Corporation Members resolve that Campbell Corporate Services is to obtain quotations for the forthcoming period of insurance which are to be sent to the Committee / Chairperson for review and placement instructions.

It was further resolved that if no placement instructions are received from the Committee / Chairperson prior to policy expiry, Campbell Corporate Services will proceed with the placement of cover with the incumbent insurer to ensure no lapse in cover for the Owners Corporation.

It was also resolved that a special levy be struck for the insurance if there is not enough money in the Owners Corporation account at the time of the insurance - It was also resolved that a loan be undertaken to cover any short fall in the account.

Additional Details

Motion passed by simple majority

VOTES	Option A : 0	Option B : 3

14. Motion 14

FINANCIAL STATEMENTS	**Ordinary Resolution**

The Owners Corporation Members note that pursuant to Section 7 of the Owners Corporation Act 2006, this Owners Corporation defined as a Tier 4 Owners Corporation (3 to 9 occupiable lots) and is not required to, but may resolve that its financial statements, be audited or reviewed, after the end of the financial year.

The Owners Corporation resolve NOT to audit or review of the financial statements, as it is not required under the Owners Corporation Act 2006.

OR

The Owners Corporation resolve to audit or review the financial statements and agree that all cost associated with audits / reviews completed by an external party will be at the cost of the Owners Corporation.

That the Financial Statements for the period 01 June 2025 - 31 May 2026 , as prepared and presented, be accepted with the closing balances, as follows:

- Members Administration Fund Closing Balance : $8,716.56
  Member Maintenance Fund Closing Balance : $0.00

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

15. Motion 15

BUDGET - ADMINISTRATION FUND BUDGET	**Ordinary Resolution**

The Owners Corporation Members resolve that the Administrative Fund Budget for the period 01 June 2026 - 31 May 2027 , be confirmed at **$13,660.41**.

Additional Details			
Motion passed by simple majority			
VOTES	Yes : 3	No : 0	Abstain : 0

16. Motion 16

BUDGET - MAINTENANCE / SINKING FUND BUDGET	**Ordinary Resolution**

(Option A)

The Owners Corporation Resolves by Ordinary resolution that a maintenance fund is to be established in the name of the Owners Corporation, in accordance with Section 40 of the Owners Corporation Act 2006

The Owners Corporation members resolve to set the maintenance fund budget for the period 01 June 2026 - 31 May 2027, be confirmed at $2,000.00

(Option B)

The Owners Corporation members resolve **NOT** to establish a maintenance fund in the name of the Owners Corporation.

Additional Details		
Motion passed by simple majority		
VOTES	Option A : 3	Option B : 0

17. Motion 17

BUDGET - LEVY CONTRIBUTIONS	**Ordinary Resolution**

The Owners Corporation Members resolve that the levy statements be issued in line with the below table in accordance with lot liability.

Administrative Fund

Levy Period	Amount Per Unit Liability	Amount for the period(GST incl or exc)	Due and payable By	Status
Instalment 1 [01/06/2026-31/08/2026]	$3.36	$3,356.75	01/06/2026	Issued
Instalment 2 [01/09/2026-30/11/2026]	$0.00	$3,434.55	01/09/2026	To be issued
Instalment 3 [01/12/2026-28/02/2027]	$0.00	$3,434.55	01/12/2026	To be issued
Instalment 4 [01/03/2027-31/05/2027]	$0.00	$3,434.56	01/03/2027	To be issued
Financial Year Total $13,660.41				
Next Pre Issue 1		$3,434.56	1/06/2027	

Maintenance Fund

Levy Period	Amount Per Unit Liability	Amount for the period(GST incl or exc)	Due and payable By	Status
Instalment 1 [01/06/2026-31/08/2026]	$0.00	$0	01/06/2026	Issued
Instalment 2 [01/09/2026-30/11/2026]	$0.00	$666.66	01/09/2026	To be issued
Instalment 3 [01/12/2026-28/02/2027]	$0.00	$666.67	01/12/2026	To be issued
Instalment 4 [01/03/2027-31/05/2027]	$0.00	$666.67	01/03/2027	To be issued
Pre-Issue		$500	1/06/2027	To be issued

Financial Year Total $2,000

The Owners Corporation Members resolve that the levy statements be issued **a quarterly** in advance and in accordance with lot liability.

Please note: if your levy frequency is set as quarterly, the first quarter has been issued and collected based on the previous year's budget. The increase/decrease applicable for the new budget will be applied from the second quarter levy notice, onwards

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

18. Motion 18

DEBT RECOVERY	**Ordinary Resolution**

The Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

It was further resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.

The Owners Corporation Members resolve that the debt recovery procedure is confirmed as per the below table;

Stage	Days in Arrears	Action Taken	Debt Recovery Fee
1	7	Owner Statement	No Fee
2	21	Reminder Notice	No Fee
3	30	Final Fee Notice	$66

4	60	Debt Collection Notice	$66
5	70	Legal Letter of Demand ($275)	$66
6	100	Application to VCAT	$66

It was noted that the debt recovery procedure is in accordance with the Owners Corporation Act 2006, and all debt recovery fees are as per the Contact of Appointment.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

19. Motion 19

PENALTY INTEREST	**Ordinary Resolution**

That the Owners Corporation Members to charge interest on outstanding monies owed to the Owners Corporation by a Member 28 days after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983.

It was noted that all interested collected is to be credited to the Owners Corporation bank account.

It was further resolved to delegate the Manager authority to allow the remission of interest where it considers it appropriate to do so, without the need to consult the committee and report such remissions to the Annual General Meeting.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

20. Motion 20

SALES ADMINISTRATION CHARGE	**Ordinary Resolution**

The Owners Corporation Members present resolved by simple majority to have the Sales Administration Levy (currently $120) charged to the vendor of the lot for sale.

The $120 sale charge covers our office's administration relating to the sale of a Lot under our management. It includes the following:

- Correspondence with sales agents and the Owners Corporation Committee regarding the erecting and removal of FOR SALE signs.
- Receipt and processing of Notice of Disposition.
- Receipt and processing of Notice of Acquisition.
- Recording the transfer of ownership and updating our records with the new Lot Owner's details.
- Issuing the Welcome Pack to the new owner, which includes information on Local Regulations, OC rules, Permissions Granted for the Building, Move In/Out Information, etc.

This is separate to an Owners Corporation Certificate and associated fee which relates to the provision of OC information to the applicant.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

21. Motion 21

UTILITY BROKERING	**Ordinary Resolution**

That the Owners Corporation authorize Management to review the common electricity account (where applicable) to source and apply the best available pricing for the Owners Corporation.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

22. Motion 22

PROPERTY MAINTENANCE

1. Reminder - Parking in Front of Unit 1 Garage

As a friendly reminder, owners and residents are kindly asked to please avoid parking or leaving vehicles in front of Unit 1's garage for a prolonged period of time, as this may restrict access to the garage.

We appreciate everyone's cooperation in keeping the garage access clear and ensuring residents can safely access their property.

2. Use of Visitors' Car Park

Concerns were raised regarding residents using the visitors' car park for extended periods, including overnight parking. It was noted that the visitors' car park is intended for the use of visitors. The owner has requested that residents be reminded of the applicable parking rules and conditions to ensure the spaces remain available for visitors.

3. Painting of Mailbox

A request was made for consideration to be given to painting the communal mailbox to match the colour of the existing fence. The Owners Corporation is to discuss whether this work is required and, if supported, determine the appropriate next steps and obtain a quotation if necessary.

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

23. Motion 23

MANAGEMENT CONTRACT	**Ordinary Resolution**

The Owners Corporation Members resolve to appoint Campbell Corporate Services for a fee of $0.00 (Including GST) per annum for a 1 year/s term.

Please note the contract will be sent via DocuSign to Lot 5

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

24. Motion 24

GENERAL BUSINESS	**Ordinary Resolution**

The General Business agenda item is a forum for discussion only and no resolution of the Owners Corporation will be facilitated within this item.

Where there is an elected Committee, all general business will be forwarded to the Chairperson / Committee for consideration and direction. In all other cases the information will be forwarded to the Chairperson of the Owners Corporation for a decision on behalf of the members.

A maintenance fund of $2,000 annually has been raised for future maintenance work as a surplus.

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

25. Motion 25

NEXT ANNUAL GENERAL MEETING	**Ordinary Resolution**

The Owners Corporation Members resolve that the next Annual General Meeting will be held:

Date	July 2027
Time	4 PM
Venue	Zoom

The date, time and/or location may be changed in the event of unforeseen circumstances. Management reserves the right to alter the meeting schedule without consultation of the Owners Corporation.

Note: additional fees will occur for meeting outside business hours

Additional Details

Motion passed by simple majority

VOTES	Yes : 3	No : 0	Abstain : 0

26. Discussion Item 26

Continuous Improvement

We are excited to share some important news regarding your Owners Corporation management at the property. As part of our ongoing commitment to continuous improvement, we have upgraded the software we use to manage your Owners Corporation. This new platform will significantly enhance our communication and provide greater transparency regarding your Owners Corporation's finances and activities.

Key Features of the Online Portal:

. Financial Transparency: Access detailed insights into your Owners Corporation's financials, including helpful graphs illustrating how your fees are allocated

. Documentation Management: Copies of all correspondence including levies, AGM Minutes, and notices stored in one place for quick reference anytime.

. Streamlined Invoice Approval: Committee members will benefit from a more efficient invoice approval process.

. Maintenance Requests: Log maintenance requests conveniently through the portal.

. Job Tracking: Easily track maintenance items and their status.

What This Means for You:

. All correspondence will still come from the same emails you're used to such as info@campbellcs.com.au.

. I will continue to be your Owners Corporation Manager and your primary contact for all things OC related.

. Your OC levies and payment details will remain unchanged, though you will have more payment options available in the portal.

. You can expect a fresh look in our communications, featuring a new font and layout.

Visit https://help.campbellcs.com.au/ccs-portal to learn more or request an invitation!

Further, if you need to make an application for anything you can lodge a request using one of our forms on our website. Examples include:

- Solar panel installations,
- Advertising boards,
- Insurance claim lodgments,
- Payment plan requests, and
- The ability to update your communication preferences.

By using these forms, we can streamline the approval process to ensure no delay in getting your request reviewed by the committee!

Visit https://help.campbellcs.com.au/client-forms to see what forms we have available.

Additional Details

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot 3 PS600257

LOCAL GOVERNMENT (COUNCIL)
Frankston

LEGAL DESCRIPTION
3\PS600257

COUNCIL PROPERTY NUMBER
244116

LAND SIZE
173m² Approx

ORIENTATION
West

FRONTAGE
Unavailable

ZONES
GRZ - General Residential Zone

OVERLAYS
N/A

State Electorates

LEGISLATIVE COUNCIL
South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Carrum District

Schools

CLOSEST PRIVATE SCHOOLS
Lighthouse Christian College - Australis Campus (509 m)
Flinders Christian Community College - Carrum Downs Campus (1281 m)
St Joachim's School (1715 m)

CLOSEST SECONDARY SCHOOLS
Carrum Downs Secondary College (2023 m)

CLOSEST PRIMARY SCHOOLS
Skye Primary School (834 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 96 Homes

COUNCIL AVERAGE
1 in 82 Homes

STATE AVERAGE
1 in 76 Homes

Council Information - Frankston

PHONE
1300 322 322 (Frankston)

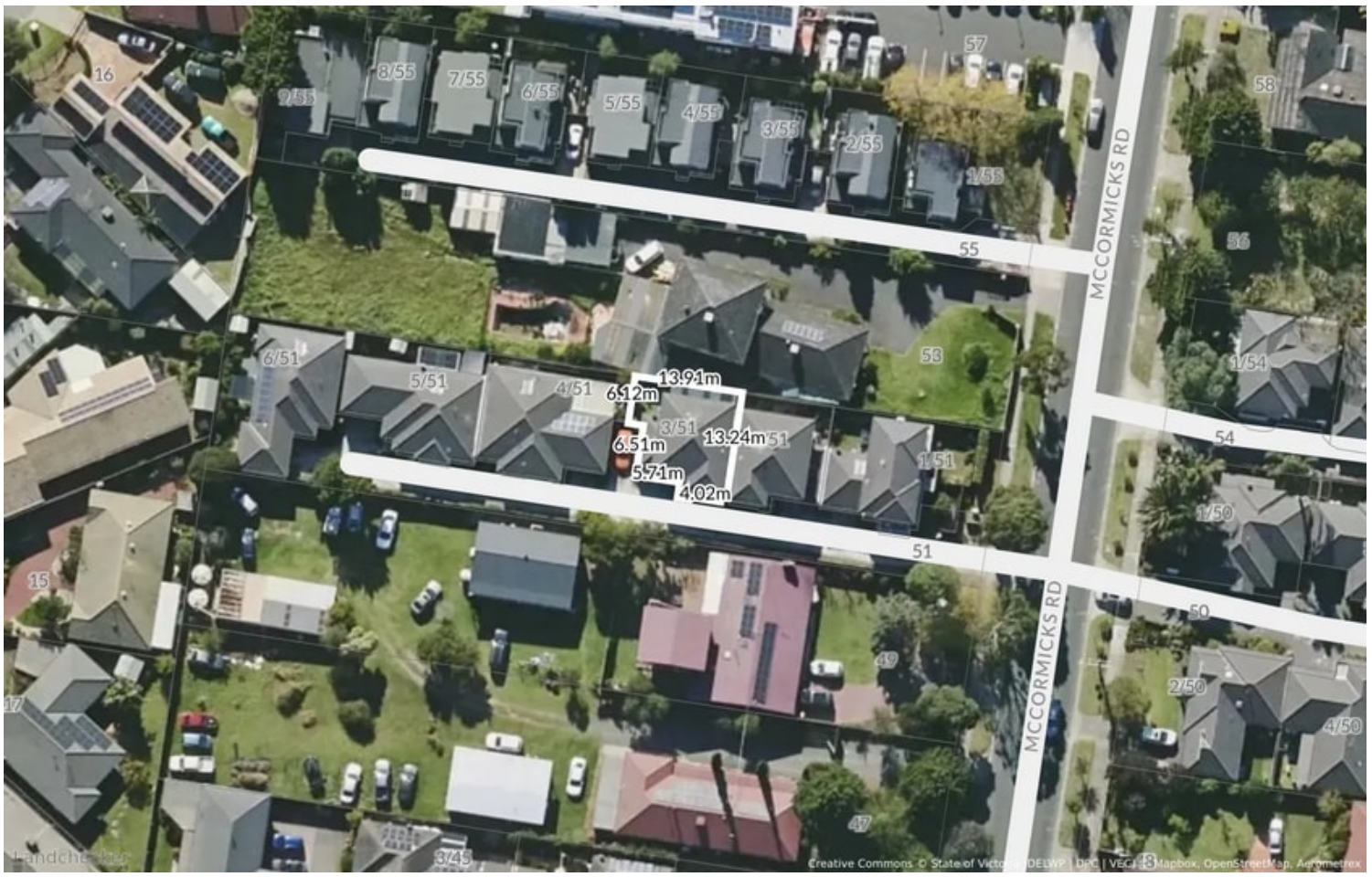
WEBSITE
http://www.frankston.vic.gov.au/

EMAIL
correspondence@frankston.vic.gov.au

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SITE DIMENSIONS





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RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC312	15/06/2026	Corrections and updates to the Victoria Planning Provisions and planning schemes to ensure they are current and accurate.
APPROVED	VC311	08/06/2026	Amendment VC311 amends clause 45.09 (Parking Overlay) to align with the changes made to clause 52.06 (Car parking) by Amendment VC277 in December 2025 as part of the car parking reforms. The amendment also makes consequential changes to clause 52.06.
APPROVED	C148fran	04/06/2026	The amendment implements the land use and development directions of the Frankston City Industrial Strategy (Charter Keck Cramer and Tract, 2025) and Frankston City Industrial Design Guidelines (Tract, 2025).
APPROVED	GC269	04/06/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.
APPROVED	VC271	13/05/2026	The amendment supports the provision of energy-related infrastructure by facilitating the creation of new smaller lots for utility installations that transmit, distribute or store electricity in the Farming Zone and Rural Activity Zone.
APPROVED	VC245	13/05/2026	Amendment VC245 makes changes to give effect to the Surf Coast Statement of Planning Policy (SPP) and Bellarine Peninsula SPP. The amendment improves the clarity of the VPP and Macedon Ranges Planning Scheme by removing the particular provision at Clause 51.07 (Macedon Ranges SPP). The amendment also makes administrative changes to the Greater Geelong Planning Scheme.
APPROVED	VC309	11/05/2026	The amendment clarifies that hemp brick production is included as a rural industry and requires a planning permit to produce hemp bricks in rural zones.
APPROVED	VC248	04/05/2026	The amendment improves bushfire planning by updating terminology and measures, increasing and clarifying planning permit exemptions for dwellings and other buildings, and updating decision guidelines that apply to the Bushfire Management Overlay. The amendment also inserts decision guidelines for specified development within the bushfire prone area at clause 53.02 Bushfire Planning.

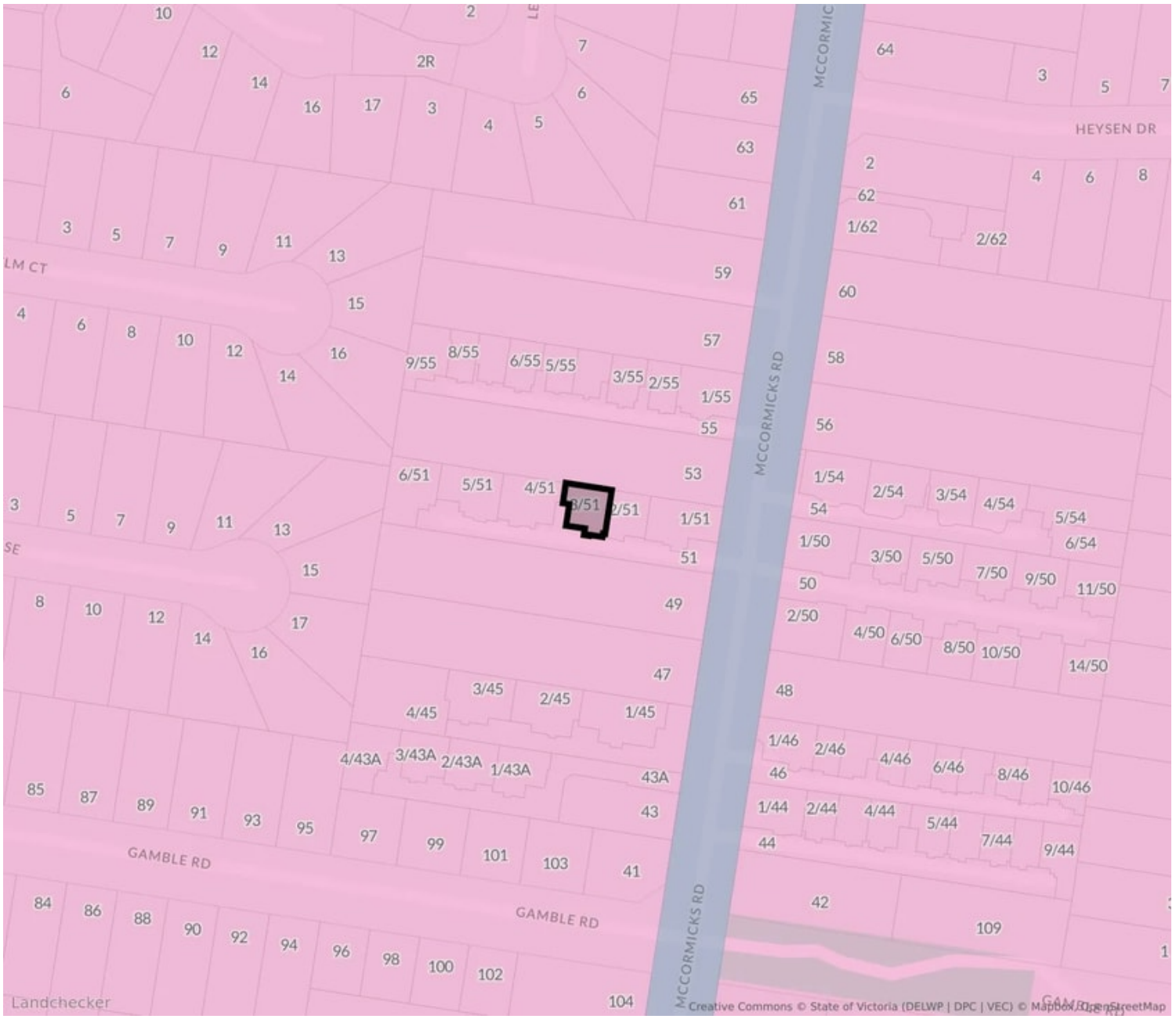
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PROPOSED PLANNING SCHEME AMENDMENTS

Status	Code	Date	Description
PROPOSED	C167fran	22/07/2026	proposes to correct mapping and text errors in the Frankston Planning Scheme to ensure zones, overlays, and schedules accurately reflect existing land use and conditions. It updates schedules to improve clarity and corrects minor spelling and formatting issues.

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ZONES



R1Z - General Residential Zone

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To encourage development that is responsive to the neighbourhood character of the area.
To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.08 General Residential Zone

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

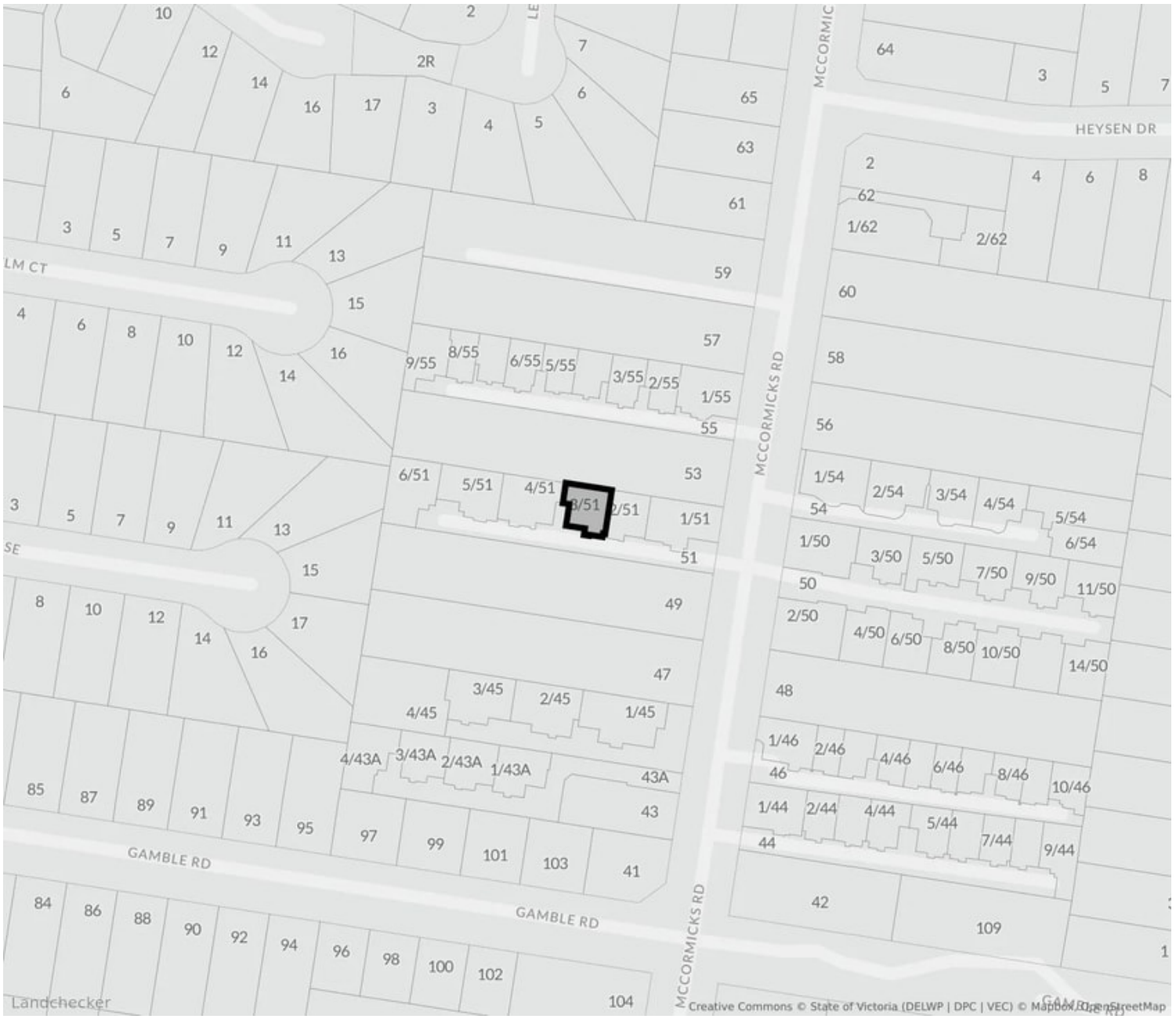
Other nearby planning zones

GRZ - General Residential Zone

TRZ3 - Transport Zone

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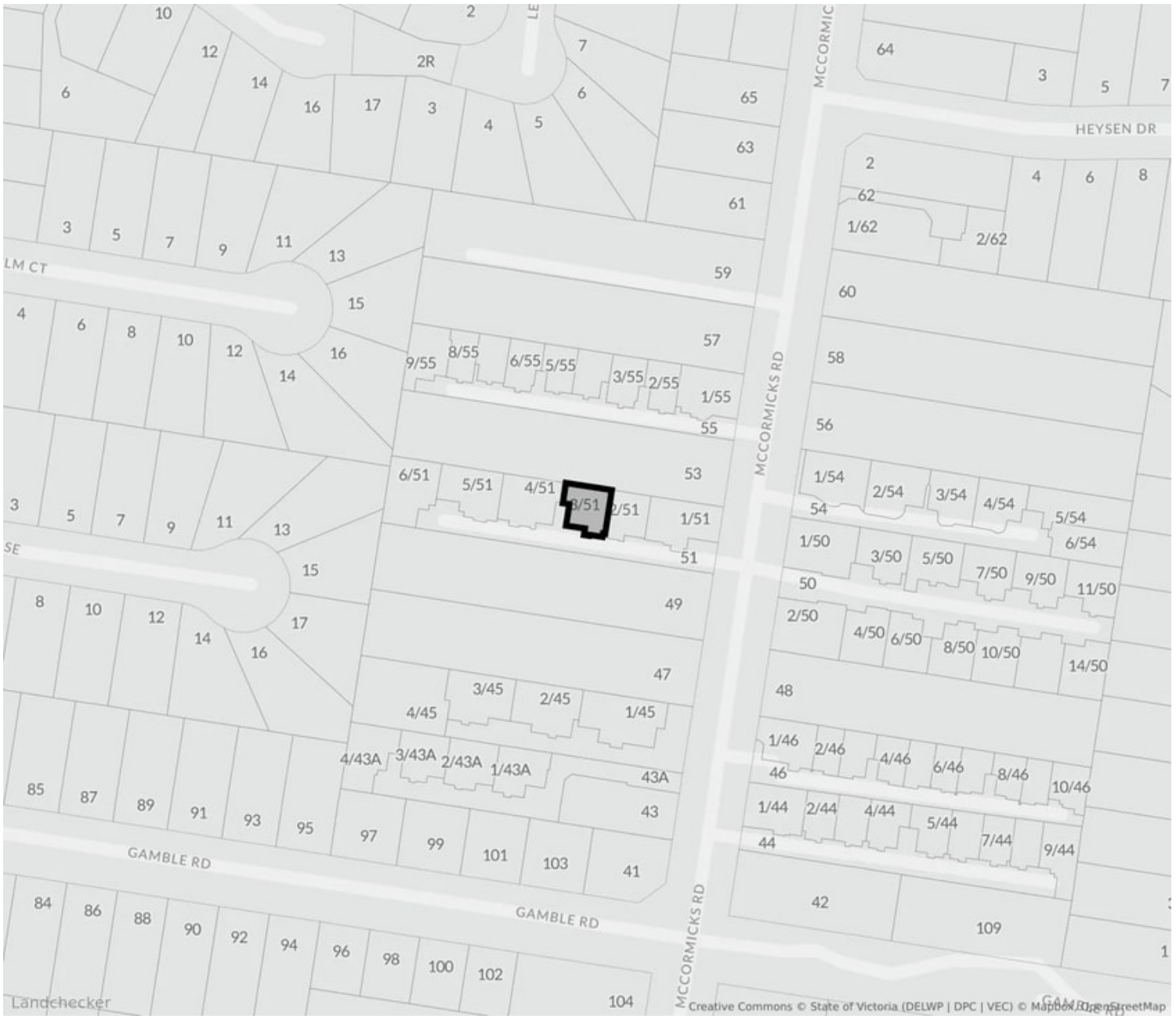
OVERLAYS



There are no overlays for this property

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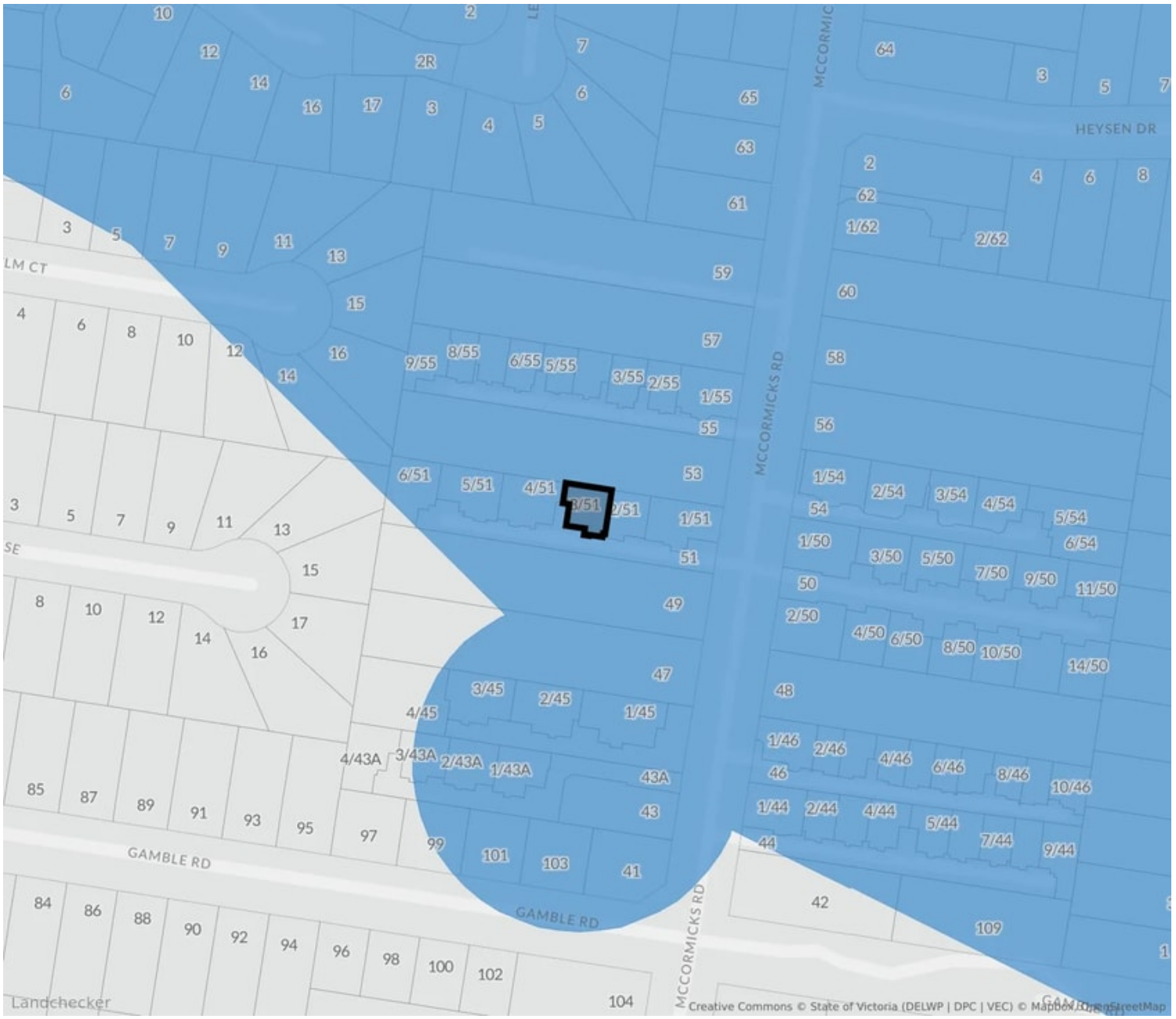
NEARBY OVERLAYS



There are no overlays in the vicinity

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CULTURAL HERITAGE SENSITIVITY



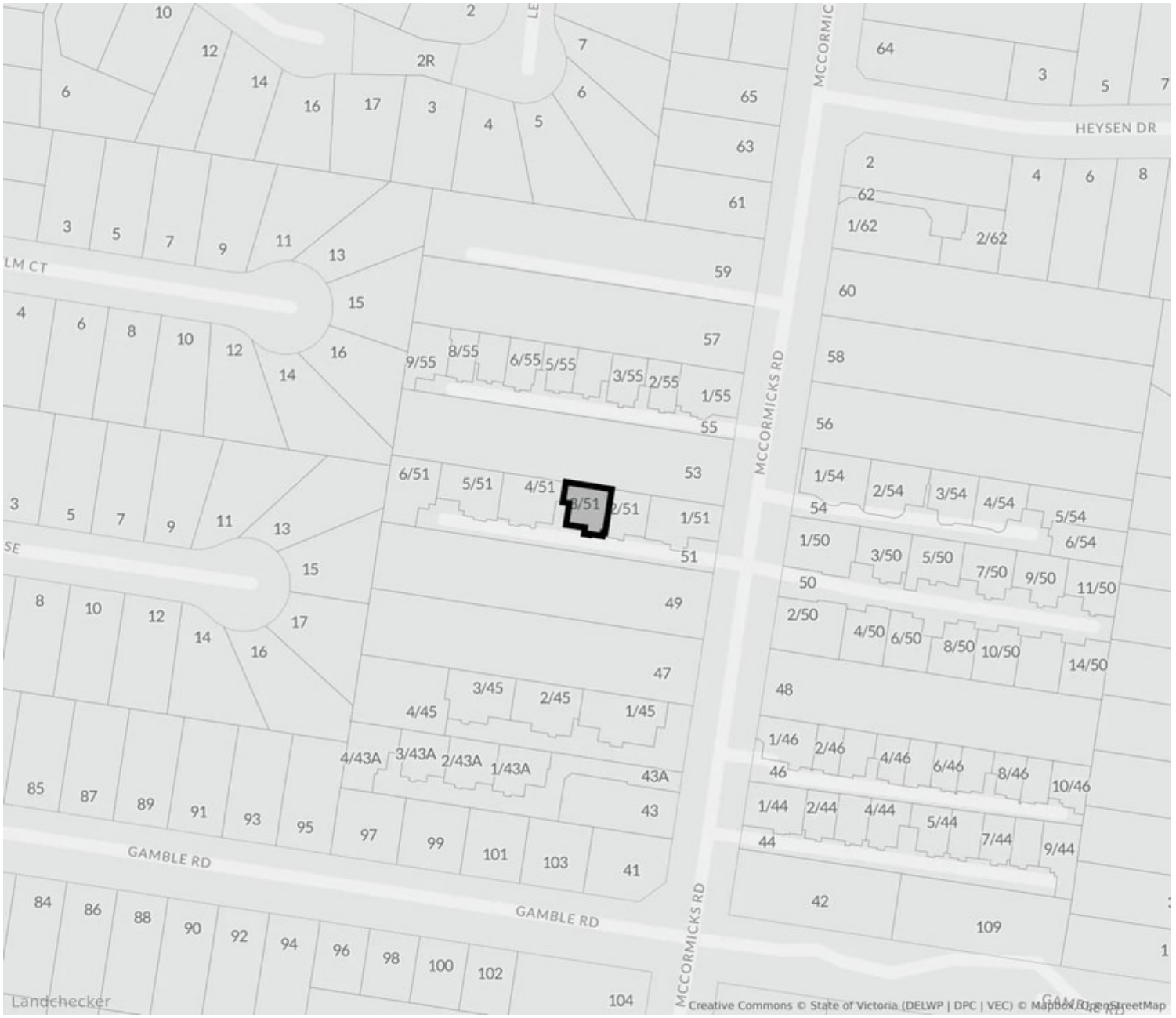
Aboriginal Cultural Heritage Sensitivity

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

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

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FLOOD



Flood

This property has not been specified as being affected by flooding according to Landchecker flood sources.

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

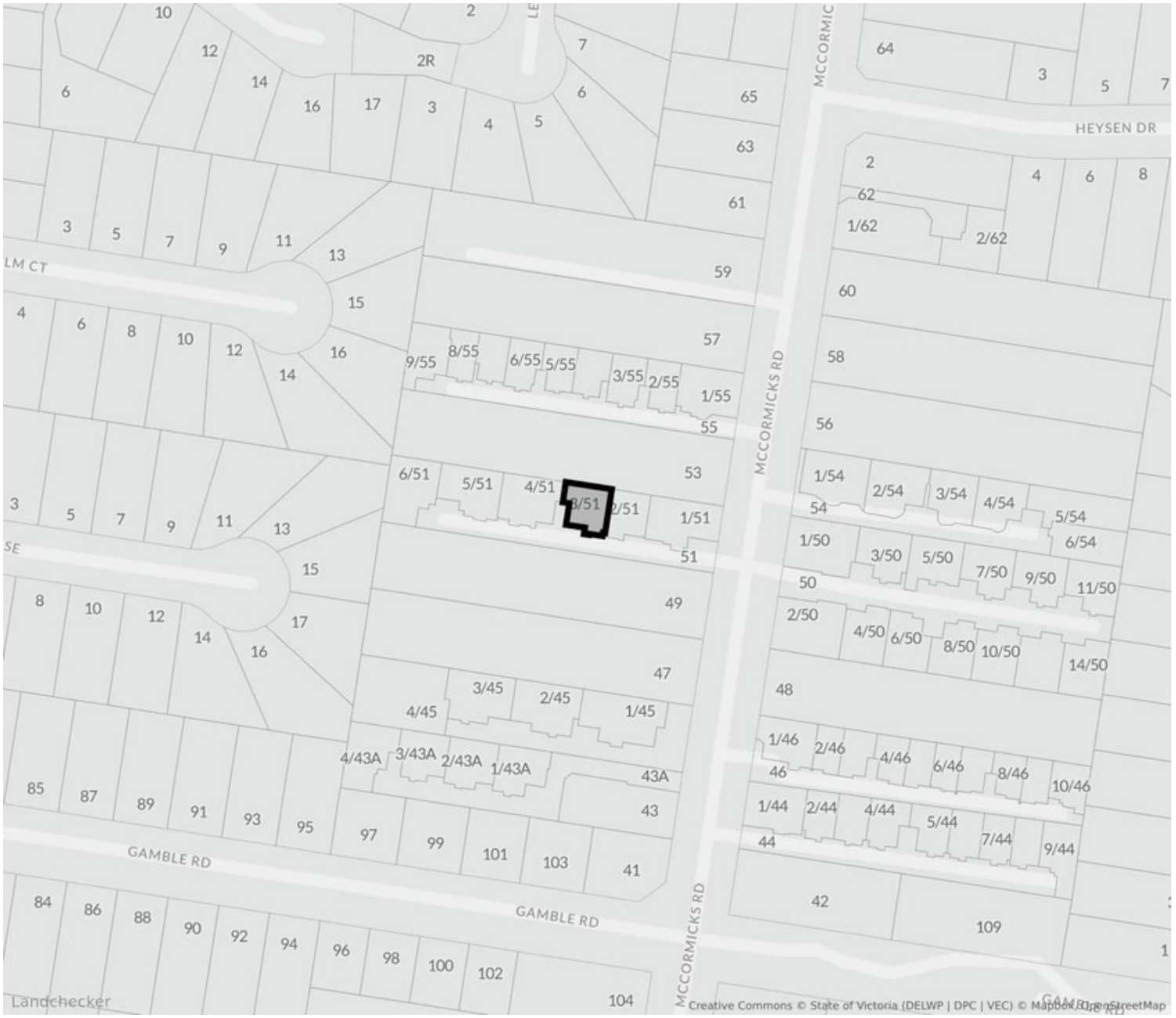
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	23/02/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	23/02/2026

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

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BUSHFIRE PRONE AREA



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.
For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

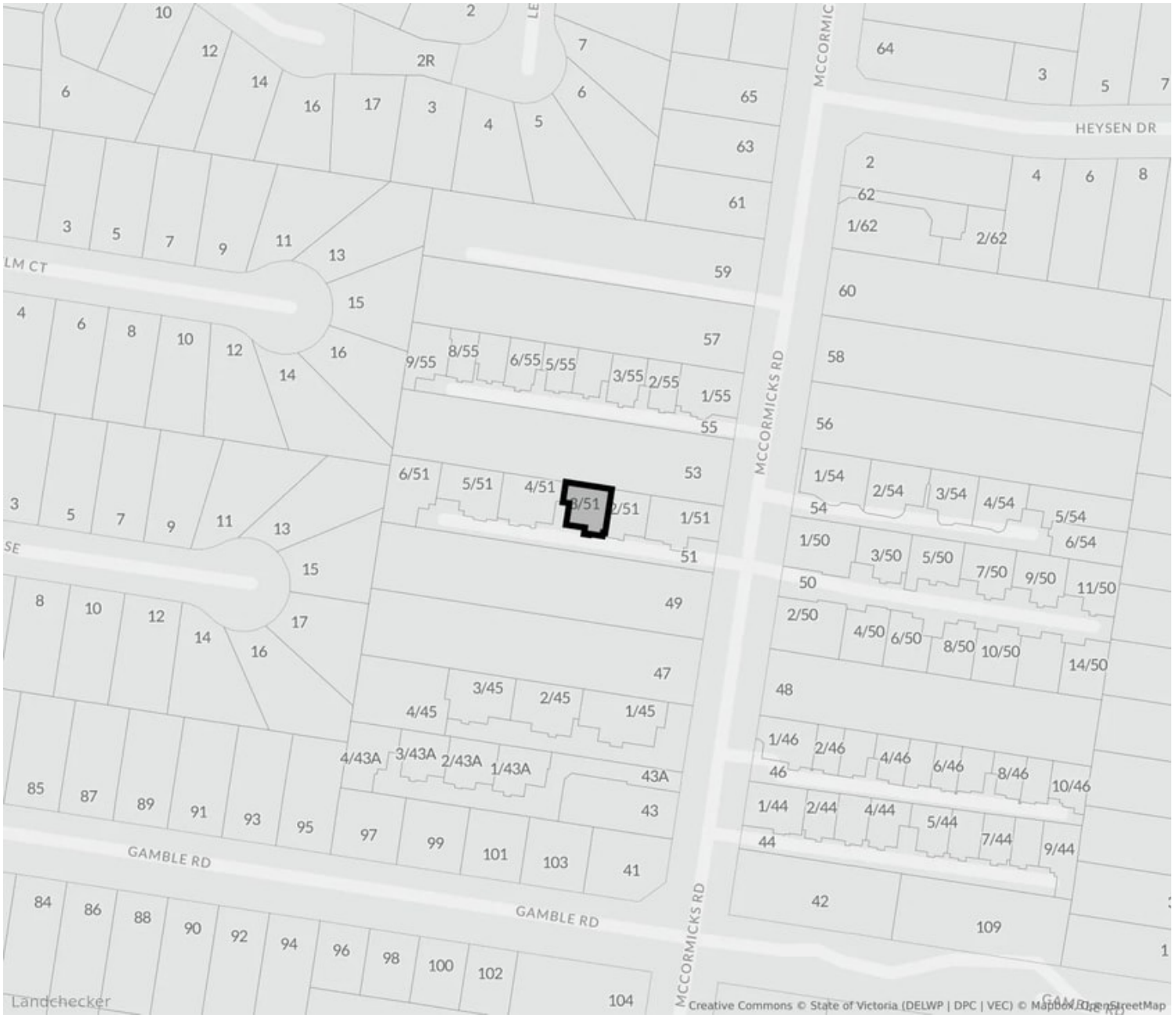
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	09/03/2026
Department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

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

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LANDSLIDE



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

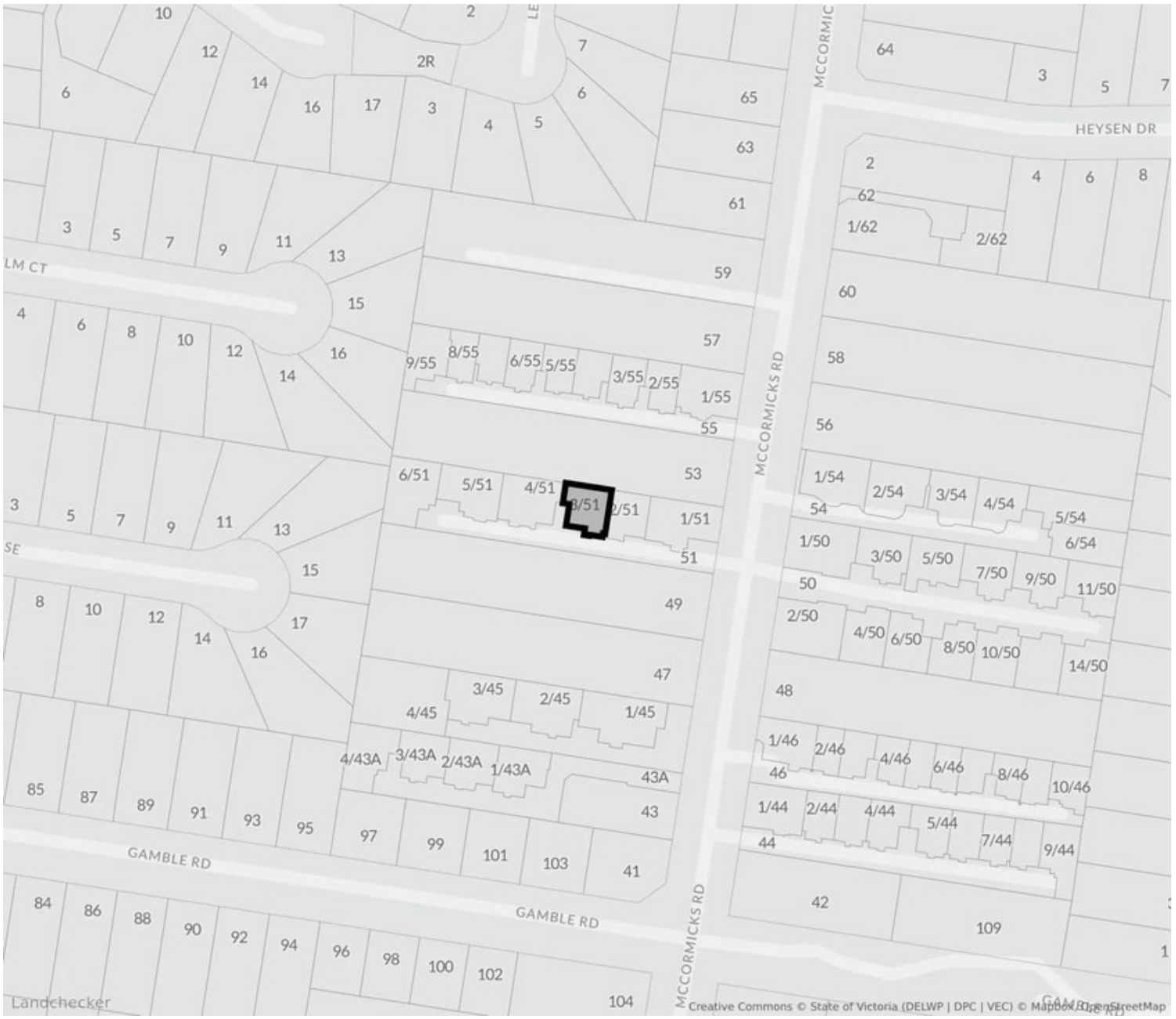
Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	09/03/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	09/03/2026
Department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

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

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PLANNING PERMIT HISTORY



No planning permit data available for this property.

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NEARBY PLANNING PERMITS



Status	Code	Address	Description
PENDING 14/03/2026 (received)	214/2026/P	53 Mccormicks Road, Carrum Downs	To construct nine (9) double storey dwellings
APPROVED 22/04/2026	411-2026-PBS-S30	96 Gamble Road, Carrum Downs	Construction of Deck
APPROVED 07/05/2025	411-2025-PBS-S30	8 Sash Close, Carrum Downs	Construction of a Swimming Pool & Safety Barrier
APPROVED 04/03/2025	190-2025-PBS-S30	13 Sash Close, Carrum Downs	Construction of a Carport
APPROVED 28/01/2025	136-2025-PBS-S30	37 Mccormicks Road, Carrum Downs	Demolition of an Existing Dwelling & Sheds
APPROVED 16/12/2024	1119-2024-PBS-S30	98 Gamble Road, Carrum Downs	Construction of Deck Attached to Existing Dwelling
APPROVED	1101-2024-PBS-S30	14 Josephina Court, Carrum Downs	Remove Homes Victoria Movable Unit

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Status	Code	Address	Description
13/12/2024			
APPROVED 01/11/2023	638-2023-PBS-S30	47 Mccormicks Road, Carrum Downs	Construct Dependent Persons Unit
APPROVED 08/09/2023	415-2023-PBS-S30	96 Gamble Road, Carrum Downs	Construction of a double storey dwelling and garage.
APPROVED 23/06/2023	152/2018/P/K	57 Mccormicks Road, Carrum Downs 57 Mccormicks Road, Carrum Downs	Section 72 - Use and development of a child care centre; associated business identification signage and access to a Road Zone 1.
OTHER 19/01/2023	427/2022/P/A	42 Mccormicks Road, Skye	Condition 1 - To construct one (1) double storey dwelling to the front of the existing dwelling (two (2) dwellings) in a General Residential Zone (GRZ)
OTHER 06/12/2022	207/2021/P/A	37 Mccormicks Road, Carrum Downs	Condition 1 - construction of nine (9) double storey dwellings on a lot in a general residential zone (grz) and to alter access to a road in a transport zone 2.
OTHER 24/11/2022	152/2018/P/I	57 Mccormicks Road, Carrum Downs	Condition 1 - use and development of a child care centre; associated business identification signage and access to a road zone 1.
APPROVED 28/10/2022	427/2022/P	42 Mccormicks Road, Skye	To construct one (1) double storey dwelling to the front of the existing dwelling (two (2) dwellings) in a General Residential Zone (GRZ)
APPROVED 12/09/2022	152/2018/P/H	57 Mccormicks Road, Carrum Downs	Section 72 - Use and development of a child care centre; associated business identification signage and access to a Road Zone 1. Amendment: - Removal of fourteen (14) Leylandi Cypress along the rear of the site - Replacement planting - Shade sails
APPROVED 10/06/2022	207/2021/P	37 Mccormicks Road, Carrum Downs	Construction of Nine (9) Double Storey Dwellings on a lot in a General Residential Zone (GRZ) and to alter access to a road in a Transport Zone 2
OTHER 05/11/2021	152/2018/P/F	57 Mccormicks Road, Carrum Downs	Condition 1 - use and development of a child care centre; associated business identification signage and access to a road zone 1.
APPROVED 17/09/2021	152/2018/P/E	57 Mccormicks Road, Carrum Downs	Section 72 - Use and development of a Child Care Centre; associated business identification signage and access to a Road Zone 1 Amendments: Increase number of children from 120 to 128 Relocate vehicle crossover Provide two (2) additional parking spaces Raise Finished Floor Level by 500mm Remove (1) street tree and provide two (2) new street trees
OTHER 05/03/2021	593/2017/P/E	66 Mccormicks Road, Skye	Condition 1 - To alter the access adjacent to a Road Zone Category 1 and display business identification signage
APPROVED 15/02/2021	593/2017/P/D	66 Mccormicks Road, Skye	To alter the access adjacent to a Road Zone Category 1 and display internally illuminated business identification signage
OTHER 27/10/2020	593/2017/P/C	66 Mccormicks Road, Skye	Secondary consent - To alter the access adjacent to a Road Zone Category 1 and display business identification sign and Satisfaction Matters - Car Parking Plan associated with a Medical Centre.
APPROVED 12/05/2020	141/2020/P	46 Mccormicks Road, Skye	To subdivide the land into ten (10) lots with common property in a General Residential Zone (GRZ)
APPROVED 07/05/2020	308/2014/P/E	44 Mccormicks Road, Skye	Secondary consent - To construct up to nine (9) double storey dwellings and alterations to an access on a Road Zone Category 1.
OTHER 30/04/2020	152/2018/P/B	57 Mccormicks Road, Carrum Downs	Condition 1 plans - use and development of a child care centre; associated business identification signage and access to a road zone 1.
APPROVED 12/03/2020	308/2014/P/D	44 Mccormicks Road, Skye	Secondary consent - To construct up to nine (9) double storey dwellings and alterations to an access on a Road Zone Category 1.

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Status	Code	Address	Description
APPROVED 27/11/2019	408/2011/P/H	46 Mccormicks Road, Skye	Section 72 Amendment - To construct ten (10) dwellings (nine (9) double storey and one (1) single storey) and alterations to access to a Road Zone Category 1 The proposed changes include, but are not limited to: - Modifications to the finished floor levels and subsequent modifications to the overall building heights. - The deletion of windows for Dwellings 2, 3, 4 and 5. - Modifications to the parapet/roof heights. - Relocation of water tanks, clothes lines and storage sheds.
OTHER 04/04/2019	446/2018/P/A	42 Mccormicks Road, Skye	Condition 1 - To construct one (1) double storey dwelling in front of the existing dwelling (two (2) dwellings)
APPROVED 14/03/2019	408/2011/P/F	46 Mccormicks Road, Skye 46 Mccormicks Road, Skye	Section 72 - To construct ten (10) dwellings (nine (9) double storey and one (1) single storey) and alterations to access to a Road Zone Category 1 Amendment is to adjust boundary line, changes to dwelling designs.
APPROVED 01/03/2019	286/2013/P/B	62 Mccormicks Road, Skye	Secondary Consent - To construct one (1) single storey dwelling to the rear of the existing dwelling (two (2) dwellings)
OTHER 15/01/2019	38/2017/P/A	62 Mccormicks Road, Skye	Condition 1 - Two (2) lot subdivision
APPROVED 11/01/2019	152/2018/P	57 Mccormicks Road, Carrum Downs	Use and development of a child care centre; associated business identification signage and access to a Road Zone 1.
APPROVED 04/12/2018	885/2004/P/A	45 Mccormicks Road, Carrum Downs	Section 72 amendment - Development of four dwellings
APPROVED 09/11/2018	446/2018/P	42 Mccormicks Road, Skye	To construct one (1) double storey dwelling in front of the existing dwelling (two (2) dwellings)
APPROVED 13/09/2018	593/2017/P/B	66 Mccormicks Road, Skye	Secondary Consent - To alter the access adjacent to a Road Zone Category 1 and display business identification sign and Satisfaction Matters - Car Parking Plan associated with a Medical Centre.
OTHER 21/06/2018	593/2017/P/A	66 Mccormicks Road, Skye	Condition 1 Plans - To alter the access adjacent to a Road Zone Category 1 and display business identification sign andSatisfaction Matters - Car Parking Plan associated with a Medical Centre.
APPROVED 31/05/2018	593/2017/P	66 Mccormicks Road, Skye	To alter the access adjacent to a Road Zone Category 1 and display business identification signage
APPROVED 18/05/2018	143/2007/P/C	51 Mccormicks Road, Carrum Downs	Secondary consent - Construction of six (6) dwellings (five (5) single storey and one (1) double storey) and to modify vehicle access to a road zoned Road Zone Category 1.
APPROVED 18/01/2018	547/2017/P	44 Mccormicks Road, Skye 44 Mccormicks Road, Skye	Nine (9) lot subdivision
APPROVED 07/09/2017	408/2011/P/E	46 Mccormicks Road, Skye 46 Mccormicks Road, Skye	Extension of time - To construct ten (10) dwellings (nine (9) double storey and one (1) single storey) and alterations to access to a Road Zone Category 1
APPROVED 17/03/2017	38/2017/P	62 Mccormicks Road, Skye	Two (2) lot subdivision
OTHER 17/03/2020 (received)	152/2018/P/A	57 Mccormicks Road, Carrum Downs	Condition 1 - use and development of a child care centre; associated business identification signage and access to a road zone 1.
APPROVED 21/12/2020 (received)	152/2018/P/C	57 Mccormicks Road, Carrum Downs	Extension of time - use and development of a child care centre; associated business identification signage and access to a road zone 1.
APPROVED 15/04/2021 (received)	152/2018/P/D	57 Mccormicks Road, Carrum Downs	Secondary consent - use and development of a child care centre; associated business identification signage and access to a road zone 1.
APPROVED 24/05/2022	152/2018/P/G	57 Mccormicks Road, Carrum Downs	Secondary consent - use and development of a child care centre, associated business identification signage and access to

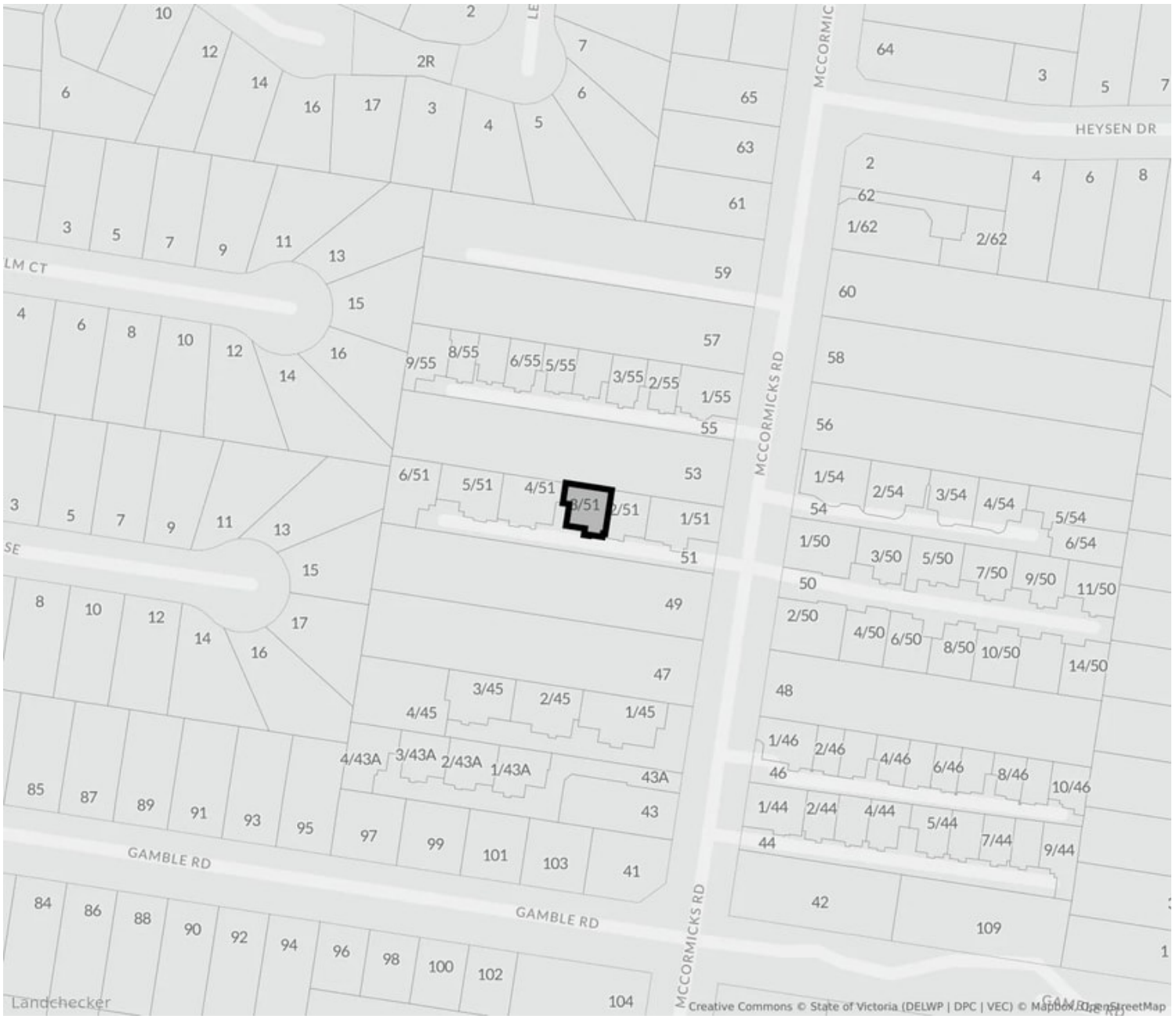
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Status	Code	Address	Description
(received)			a road zone 1.
APPROVED 19/04/2023 (received)	152/2018/P/J	57 Mccormicks Road, Carrum Downs	Secondary consent - use and development of a child care centre; associated business identification signage and access to a road zone 1.
OTHER 16/03/2017 (received)	308/2014/P/C	44 Mccormicks Road, Skye 44 Mccormicks Road, Skye	Condition 1 plans - To construct up to nine (9) double storey dwellings and alterations to an access on a Road Zone Category 1.
APPROVED 22/03/2018 (received)	342/2012/P/C	57 Mccormicks Road, Carrum Downs	Extension of time - Construction of multiple dwellings, alteration of access to a Road Zone Category 1
APPROVED 03/09/2019 (received)	408/2011/P/I	46 Mccormicks Road, Skye 46 Mccormicks Road, Skye	-
APPROVED 07/06/2021 (received)	408/2011/P/J	46 Mccormicks Road, Skye	Secondary consent - To construct ten (10) dwellings (nine (9) double storey and one (1) single storey) and alterations to access to a Road Zone Category 1
OTHER 29/10/2018 (received)	547/2017/P/A	44 Mccormicks Road, Skye 44 Mccormicks Road, Skye	condition 1 - Nine (9) lot subdivision

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

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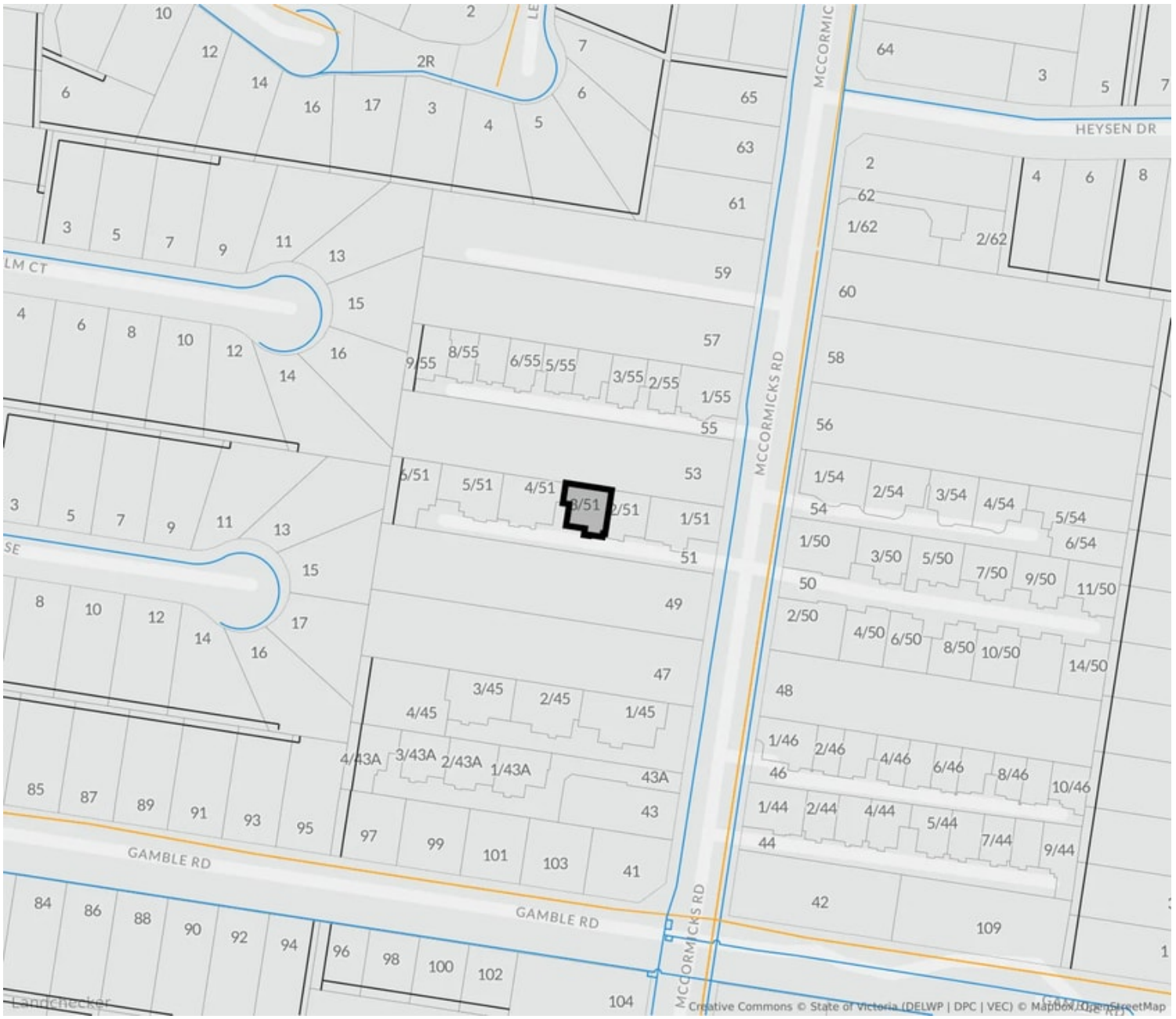
EASEMENTS



No easements for this property

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NEARBY EASEMENTS



Water
South East Water

Electricity
Department of Energy, Environment, and Climate Action

Others
Department of Environment, Land, Water and Planning

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

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

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Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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