Contract of Sale of Land

Property:

Unit 12 & CP 15, 8-12 Bainbridge Avenue,
Seaford VIC 3198

Pro Choice Conveyancing
Suite 3, 121 Hall Road
CARRUM DOWNS VIC 3201
Tel: 9782 8866
PO Box 8819, Carrum Downs VIC 3201
Ref: HM:26/23138 s

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: ....

.... 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: **Adam Emil Congiu**

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

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

Particulars of Sale

Vendor's estate agent

Name: OBrien Real Estate Chelsea

Address: 463 Nepean Highway, Chelsea VIC 3196

Email: jo.barclay@obrienrealestate.com.au

Tel: 9772 7077 Mob: 0439 394 434 Fax: Ref: Jo Barclay

Vendor

Name: Adam Emil Congiu

Address: 161 Wooralla Drive, Mount Eliza VIC 3930

Vendor's legal practitioner or conveyancer

Name: Pro Choice Conveyancing

Address: Suite 3, 121 Hall Road, Carrum Downs VIC 3201

Email: info@prochoiceconveyancing.com.au

Tel: 9782 8866 Mob: Fax: Ref: 26/23138 s

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	09211	Folio	043	12	RP 009817
Volume	09211	Folio	046	15	RP 009817

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 12 & CP 15, 8-12 Bainbridge Avenue, Seaford VIC 3198

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

All fixtures and fittings as viewed and inspected.

Payment

Price $ ....

Deposit $ .... by .... / .... /20.......... (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 .... / .... /20..........

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on .... / .... /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.*

1. Electronic Conveyancing

A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

2. Acceptance of Title

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.

3. Building Approvals

In the event a structure or any building works on the land herein described has not been issued with a Permit or Final Inspection Certificate, the purchaser may be required to comply with the provisions of the Building Act and Building Regulations. The Purchaser will not call upon the Vendor to comply with any of the requirements and acknowledge they are responsible for any costs associated herein.

4. Easements

The Purchaser hereby acknowledged that there may be structures built over easements and that consent and/or relevant permits may not have been obtained from the relevant authorities. The Purchaser hereby acknowledges that they cannot withdraw from the Contract in the event that a structure has been built over an easement, without consent or relevant permits. Furthermore, that the Purchaser cannot make any claim against the Vendor, the Vendor's agent or the Vendor's Conveyancer, in this regard now or at any time in the future.

5. Condition of Walls

(a) If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying picture or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls the day of sale.

(b) The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures & fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition of the walls and doors of the dwelling.

(c) The Purchaser acknowledges the provisions of GC 31. and will not call upon the Vendor to clean, maintain, repair or replace any fixtures, fittings or any item included in the sale of this property.

6. Solar Panels

The Vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their in-put, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease on the settlement.

7. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in the is Contract.

8. Marketing material

The Purchaser agrees that he has not relied on any marketing materials, displays or concept plans contained or used or provided in marketing materials before the day of sale and has
relied solely on his own searches, enquiries, and due diligence.

9. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

10. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

11. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

12. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisition & Takeovers Act 1975 all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

13. Adjustments

Adjustment must be prepared on behalf of the Purchasers by the Purchasers Representative and provided to the Vendors Representative <u>not less than 3 days prior to the due date of settlement</u> and any failure to do so will result in the Purchasers requirement to apply an administration fee in the Statement of Adjustments to the Vendors Representative of $220 for the delay in receiving Statement of Adjustments.

13.1 For the purposes of General Condition 23, "periodic outgoings" does not apply to any amounts to which section 10G (Land Tax) and/or 10H (Windfall Tax) of the Sale of Land Act 1962 applies.

14. Stamp duty

If the vendor or his agent has provided an estimate of the amount of stamp duty payable by the purchaser, the vendor gives no warranty, nor does he make any representation as to the actual amount of stamp duty that may be payable by the purchaser.

15. Default

15.1 The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the date specified in this Contract of Sale or any such date as may have been mutually agreed by both parties, then the Purchaser will pay to the Vendor interest on the balance owing under the Contract of Sale, at the rate of fifteen per centum per annum (15%) in lieu of the rate specified in General Condition 33, as well as the following expenses;

a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor;

b) The vendors legal costs and additional conveyancing expenses incurred due to the breach: including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of $880.00 including GST to the vendor's representative, per service;

c) All costs associated with obtaining bridging finance to complete the Vendor’s purchase of another property, and interest charged on such bridging finance;

d) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor’s purchase;

e) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser’s delay with settlement;

15.2 All costs and expenses incurred by the Vendor resulting from the Purchaser’s breach of this Contract, which include the additional fees of the Vendor’s Conveyancer and costs of the Notice of Default, should one have been served. Such costs and expenses are payable at settlement.

15.3 Rebooking fee and settlement fee payable to the Vendor’s Conveyancer in the sum of $220.00 plus any such fees levied by the Vendor’s Mortgagee and third parties.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;
(ii) a registered building inspector;
(iii) a registered domestic builder; or
(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;
(vi) identifies a current defect in a structure on the land; and
the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEED OF GUARANTEE OF CONTRACT
(WHERE THE PURCHASER IS A CORPORATE ENTITY)

THIS DEED dated day of 2026

BETWEEN Adam Emil Congiu

AND :

Of

(Purchaser)

AND :

Of

(Guarantor)

In consideration of the vendor having the request of the guarantor agree to sell the land described within the contract to the purchaser the guarantor HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money herby secured, AND ALSO the due performance and observance by the purchaser of all and singular covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed AND THE GUARANTOR HERBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the contract of sale and has access to copy thereof and further that this guarantee is given upon subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect the liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

SIGNED by)
the guarantors in the presence of:)

x ____________________
Signature

x ____________________
Signature of Witness

x ____________________
Signature

x ____________________
Print Name of Witness

PRO CHOICE CONVEYANCING
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Vendor: Adam Emil Congiu

Property: Unit 12 & CP 15, 8-12 Bainbridge Avenue, Seaford VIC 3198

1. Financial matters in respect of the land

Information concerning the amount of Rates, Taxes, Charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges):

(a) Are as follows:

Authority		Amount
1.	Frankston City Council	$2,000.00 approx. p.a.
2.	South East Water	$ 800.00 approx. p.a.
3.	Owners Corporation	$2,062.40 approx. p.a.

(b) Their total does not exceed $6,000.00 approx. p.a.

(c) The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows:

Nil to the Vendors knowledge.

2. Commercial and Industrial Property

The land is NOT tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

3. Insurance details in respect of the land

3.1 **Damage and Destruction**

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

Not applicable.

3.2 **Owner Builder**

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

Not applicable.

4. Matters relating to land use

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

Is in the attached copies of Title documents.

(d) Particulars of any existing failure to comply with the terms of that easement, covenant and/or restriction are as follows:

None to the Vendors knowledge.

The Purchaser should note sewers, drains, water pipes, underground and/or overhead electricity pipes, if any, may be laid outside registered easements.

(c) This land is not within a bushfire prone area within the meaning of the regulations made under the *Building Act 1993.*

(d) There is access to the property by road.

5. Planning Scheme

Name of planning scheme	Frankston Planning Scheme
Name of responsible authority	Frankston City Council
Zoning of the land	General Residential Zone
Name of planning overlay	For further information refer Property Report attached

6. Notices made in respect of land

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

None to the Vendors Knowledge.

The Vendor has no means of knowing decisions of all public authorities and government departments affecting the property unless communicated to the Vendor.

7. Building permits

Particulars of any building permit issued during the past seven years under the *Building Act 1993* (where the property includes a residence):

No such building permit has been granted to the Vendor’s knowledge.

The Vendor provides no warranties in respect to any alterations, additions or improvements to the property which occurred prior to the Vendor becoming the registered proprietor.

8. Information relating to any Owners Corporation

The land is affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

A copy of the Owners Corporation Certificate is attached.

9. Growth areas infrastructure contribution

Purchaser to make their own enquiries.

10. Disclosure of non-connected services

The services which are marked with an “x” in the square box below are NOT connected to the land:

Electricity supply	Gas supply	Water supply	Sewerage	Telephone	NBN
				x	

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

11. Title

Attached are copies of the following document/s concerning Title:

In the case of land under the ***Transfer of Land Act 1958***, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location.

12. Subdivision

Not applicable.

13. Due Diligence

The *Sale of Land Act 1962* provides that the Vendor or the Vendors licenced estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this Vendor statement but the checklist has been attached as a matter of convenience.

The day of this Statement is 04/09/2026

Signed by the
Vendor...

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

The day of this Acknowledgement is the …………day of………………….2026

Signed by the
Purchaser...

IMPORTANT NOTICE – ADDITIONAL DISCLOSURE REQUIREMENTS:

Where the property is to be sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the property and/or sold on Terms – the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

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 the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the Sale of Land Act 1962.

Vendor / Supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

Notice to Purchaser

Vendor:	Adam Emil Congiu
Property:	Unit 12 & CP 15, 8-12 Bainbridge Avenue, Seaford VIC 3198
Certificate of Title:	Volume:09211 Folio: 043 Volume: 09211 Folio: 046

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

Date: 4 September 2026

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 09211 FOLIO 043 | Security no : 124137916410M
Produced 25/08/2026 02:53 PM

LAND DESCRIPTION

Lot 12 on Registered Plan of Strata Subdivision 009817.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 09088 Folio 476
Created by instrument G590176 08/06/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ADAM EMIL CONGIU of UNIT 12 8-12 BAINBRIDGE AVENUE SEAFORD VIC 3198
AU156949M 19/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU156950D 19/03/2021
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE RP009817 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 12 8-12 BAINBRIDGE AVENUE SEAFORD VIC 3198

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 19/03/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP009817

DOCUMENT END

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 09211 FOLIO 046 Security no : 124137916411L
Produced 25/08/2026 02:53 PM

LAND DESCRIPTION

Lot 15 on Registered Plan of Strata Subdivision 009817.
CAR PARK
PARENT TITLE Volume 09088 Folio 476
Created by instrument G590176 08/06/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ADAM EMIL CONGIU of UNIT 12 8-12 BAINBRIDGE AVENUE SEAFORD VIC 3198
AU156949M 19/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU156950D 19/03/2021
COMMONWEALTH BANK OF AUSTRALIA

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

DIAGRAM LOCATION

SEE RP009817 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 12 8-12 BAINBRIDGE AVENUE SEAFORD VIC 3198

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 19/03/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP009817

DOCUMENT END

Imaged Document Cover Sheet

Document Type	**Plan**
Document Identification	**RP009817**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**25/08/2026 14:59**

PLAN OF STRATA SUBDIVISION

EDITION 1

RP009817

LOCATION OF LAND

PARISH:	FRANKSTON
TOWNSHIP:	-
SECTION:	A
CROWN ALLOTMENT:	53 (PT)
CROWN PORTION:	-
TITLE REFERENCE:	VOL. 9088 FOL. 476
LAST PLAN REFERENCE:	CP103941
DEPTH LIMITATION:	DOES NOT APPLY
POSTAL ADDRESS:	8 - 12 BAINBRIDGE AVENUE SEAFORD 3198

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

SURVEYOR'S CERTIFICATE

Surveyor: COLIN WILLIAM ABRAM

Certification Date: 08/09/1976

SEAL OF MUNICIPALITY AND ENDORSEMENT

Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF FRANKSTON on 06/12/1976

REGISTERED DATE: 08/06/1977

PLAN UPDATED BY REGISTRAR IN AN661031Q 03/02/2020

LEGEND

THE BUILDINGS IN THE PARCEL CONTAINED IN LOTS 1 TO 24 ARE SINGLE STOREY BUILDINGS.

THE UPPER BOUNDARY OF LOTS 1 TO 12 IS TEN METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

THE UPPER BOUNDARY OF LOTS 13 TO 24 IS THREE METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

LOTS 13 TO 24 ARE ACCESSORY LOTS.

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

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

NOTICE OF RESTRICTION
LOTS 1 TO 12 ARE RESTRICTED LOTS.
LOTS 13 TO 24 ARE CAR PARK LOTS.
REGISTRATION OF DEALINGS WITH LOTS 1 TO 12 IS RESTRICTED.

EASEMENT INFORMATION

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

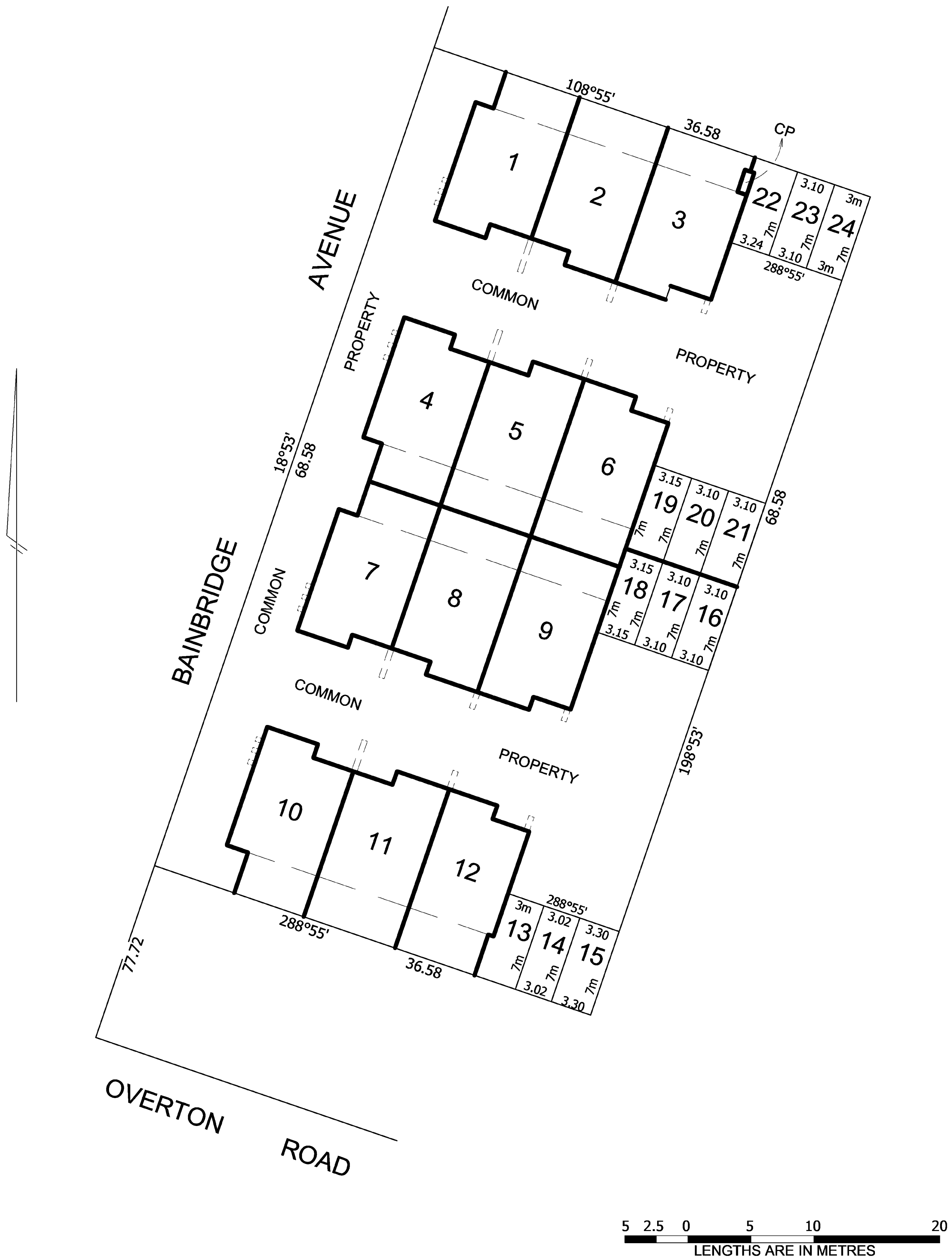
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN

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

MEASUREMENTS ARE IN METRES

PLAN OF STRATA SUBDIVISION

RP009817



Department of Transport and Planning

Owners Corporation Search Report

Produced: 25/08/2026 02:59:12 PM

OWNERS CORPORATION
PLAN NO. RP009817

The land in RP009817 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 24.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
OCV MANAGEMENT PTY LTD, UNIT 6 85 BARDIA AVENUE SEAFORD VIC 3198

AY091286K 17/06/2024

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	7	7
Lot 2	8	8
Lot 3	7	7
Lot 4	7	7
Lot 5	8	8
Lot 6	7	7

Owners Corporation Search Report

Produced: 25/08/2026 02:59:12 PM

OWNERS CORPORATION
PLAN NO. RP009817

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	7	7
Lot 8	8	8
Lot 9	7	7
Lot 10	7	7
Lot 11	8	8
Lot 12	7	7
Lot 13	1	1
Lot 14	1	1
Lot 15	1	1
Lot 16	1	1
Lot 17	1	1
Lot 18	1	1
Lot 19	1	1
Lot 20	1	1
Lot 21	1	1
Lot 22	1	1
Lot 23	1	1
Lot 24	1	1
Total	**100.00**	**100.00**

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

Statement End.

Rate and Valuation Notice 2025–2026

Rates and charges for the period **1 July 2025 to 30 June 2026**

Frankston City

Tax Invoice
ABN 49 454 768 065

Notice date: 27/08/2025

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

Adam Emil Congiu
2/92 Brunel Road
SEAFORD VIC 3198

Assessment No./Ref No. 0002703 5
Ward: Kananook

026
I038047
DLX9_481

Property details

Date of valuation: 01/01/2025

12/8-12 Bainbridge Avenue, Seaford 3198
Lot 12 RP 9817, Lot 15 RP 9817 Accessory Unit

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

Site Value (SV):	$190,000
*Capital Improved Value (CIV):	$440,000
Net Annual Value (NAV):	$22,000
Valuation Effective Date:	01/07/2025

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

Financial details

Declared on: 23 June 2025

General Rate	0.002033520 cents in $ on 440,000	$894.75
Municipal Charge		$188.25
Garbage Charge 120L @ $459.20	$459.20 X 1	$459.20

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

Victorian Government charges — raised and collected by Council, passed on in full to the State Revenue Office

Emergency Services & Volunteers Fund - Residential	$136.00 + (0.000173000 X 440,000)	$212.10

Garbage Charges Include the State Government Imposed Landfill Levy

To register for email notices visit:
frankston.enotices.com.au
eNotice Reference No: **1D64FF55DZ**

This notice does not include any adjustments/payments made after 15/08/2025
Interest is charged at 10 per cent per annum on all overdue payments — The maximum rate of interest is fixed by the Minister.

ARREARS (if any)	1st INSTALMENT	2nd INSTALMENT	3rd INSTALMENT	4th INSTALMENT	TOTAL DUE
	$440.30	$438.00	$438.00	$438.00	PAID $1,754.30
Due immediately	Due 30/09/2025	Due 30/11/2025	Due 28/02/2026	Due 31/05/2026	

Direct Debit payment option
By application only, nine monthly direct debit payments visit: frankston.vic.gov.au

30/09/2025	$201.30	02/01/2026	$194.00	31/03/2026	$194.00
31/10/2025	$194.00	02/02/2026	$194.00	30/04/2026	$194.00
01/12/2025	$194.00	02/03/2026	$194.00	01/06/2026	$195.00

If you paid by direct debit last year your direct debit will automatically continue. If you want to cancel this direct debit, please notify Council in writing.

How to pay

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

BPAY
Contact your participating financial institution to pay from your cheque, savings or credit card account.
Visit: bpay.com.au
Biller Code: 1966
Ref: 00027035

Phone or Post Billpay
Using a Visa, Mastercard or debit card.
Phone: 1300 721 138
Ref: 00027035
or
By Post Billpay: 13 18 16
Billpay Code: 0760
Ref: 00027035

Centrepay
Deducted from your Centrelink payments.
Learn more: centrelink.gov.au
CRN: 555014543H
Ref: 00027035

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

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

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Pro Choice Conveyancing, care of
Landchecker
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 12 LOT 12 8 BAINBRIDGE AVENUE SEAFORD 3198
12 RP 9817

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
51A//09859/28	LANDATA CER 81683689-031-5	25 AUGUST 2026	52949053

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
Payments		$185.06
	TOTAL UNPAID BALANCE	$0.00

- The meter at the property was last read on 17/08/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

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

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

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

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

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

Frankston City Council is the authority for information on local drainage in this area.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

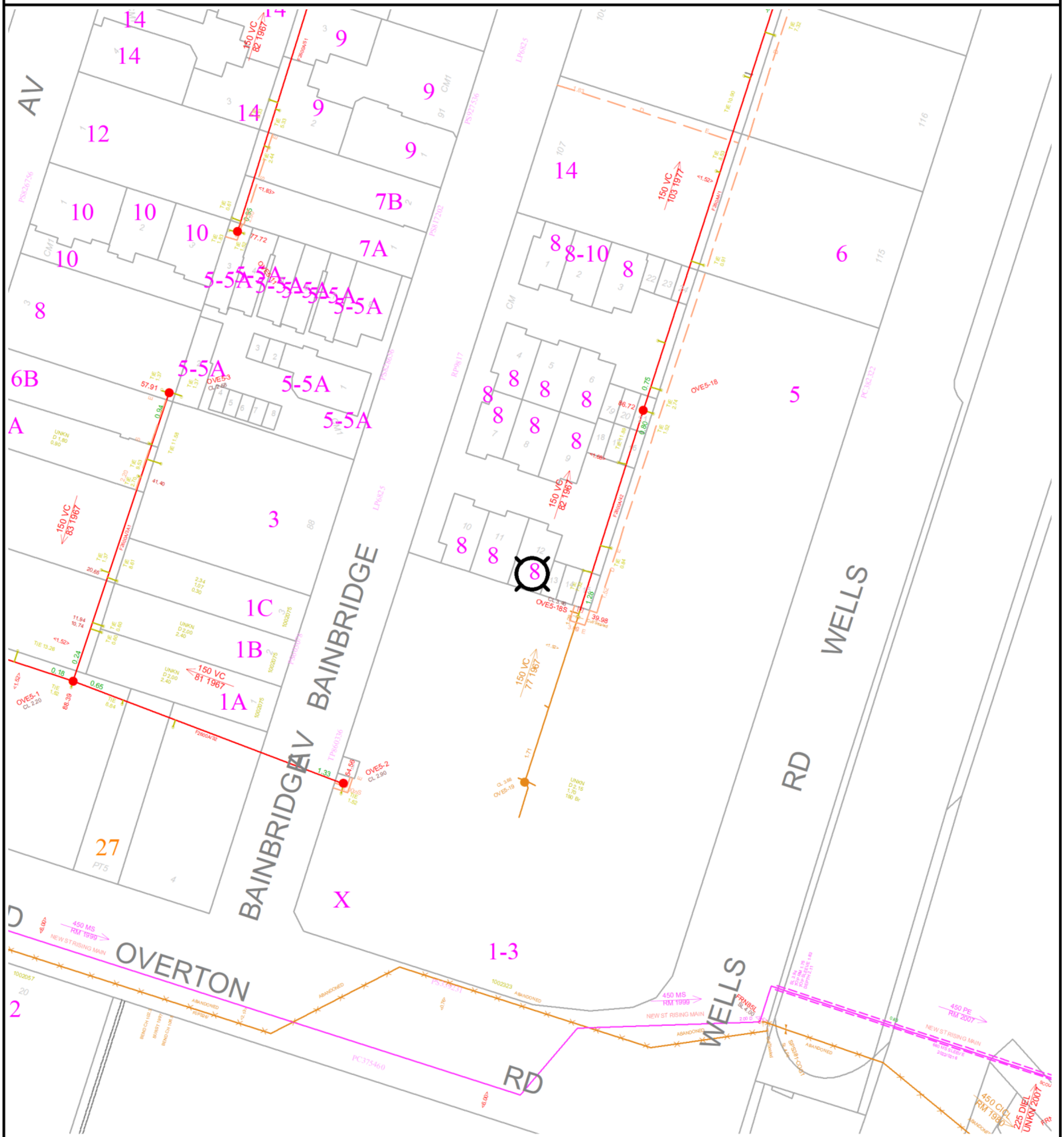
Property: Lot 12 UNIT 12 8 BAINBRIDGE AVENUE SEAFORD 3198

Case Number: 52949053

Scale in Metres: 20 0 20 40

Date: 25AUGUST2026

N



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

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

Melbourne Water Assets

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

ASSET INFORMATION - WATER

South East Water

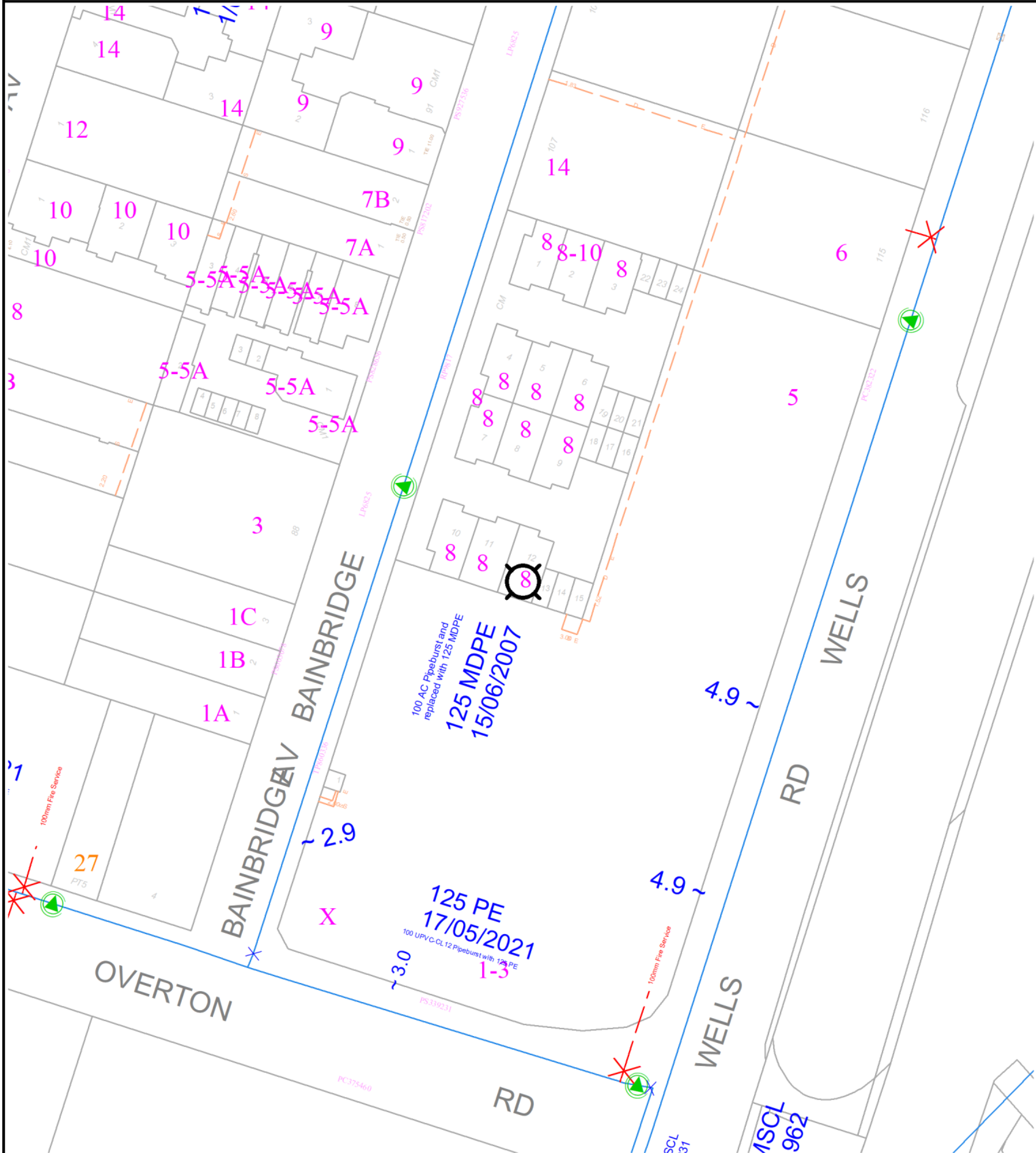
Property: Lot 12 UNIT 12 8 BAINBRIDGE AVENUE SEAFORD 3198

Case Number: 52949053

20 0 20 40
Scale in Metres

Date: 25AUGUST2026

N



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LEGEND

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

South East Water

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 12 UNIT 12 8 BAINBRIDGE AVENUE SEAFORD 3198

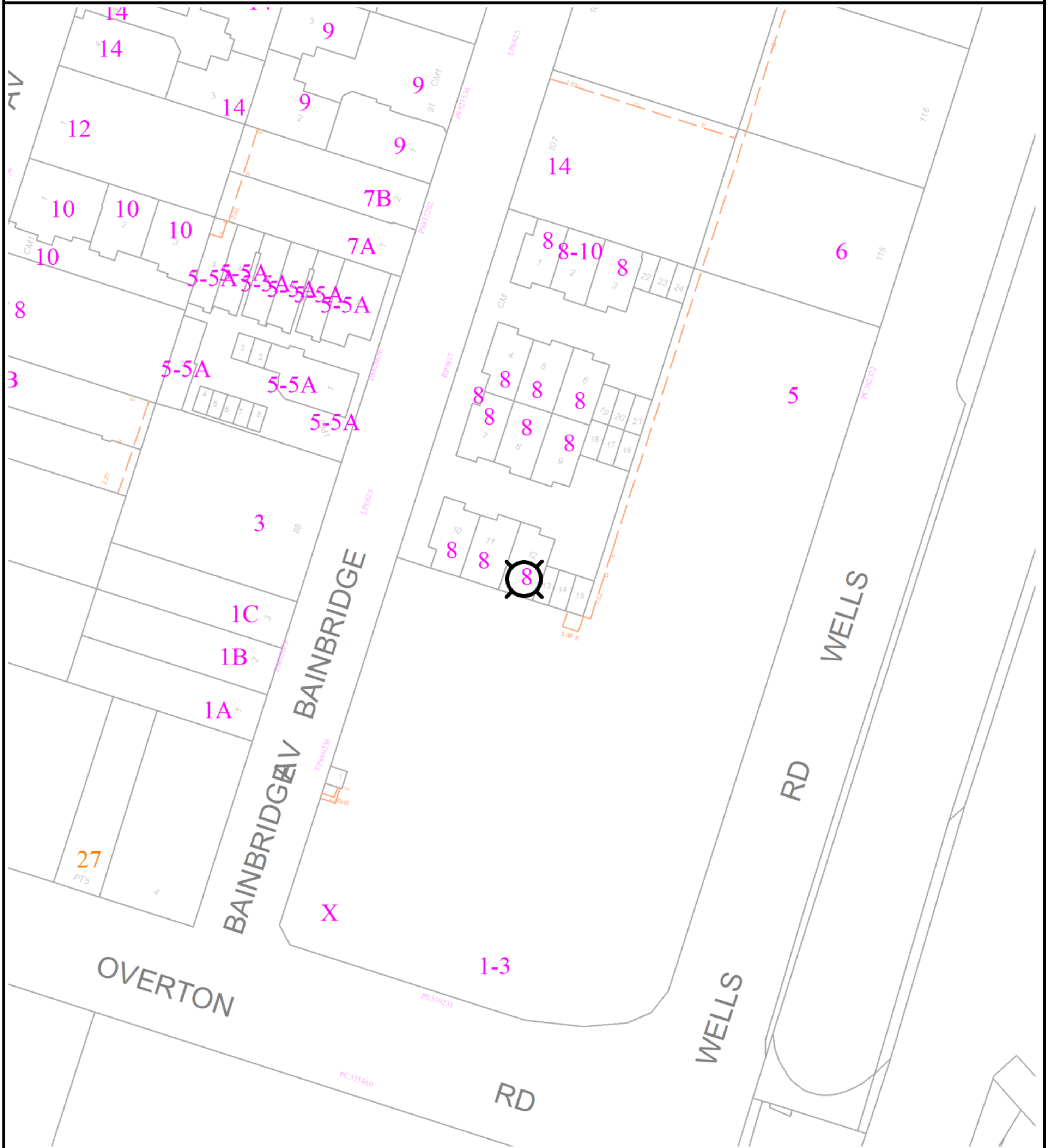
Case Number: 52949053

20 0 20 40

Scale in Metres

Date: 25AUGUST2026

N



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

LEGEND

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

Property Clearance Certificate
Land Tax

PRO CHOICE CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:81683689-017-9.23138 S
Certificate No:	11095914
Issue Date:	25 AUG 2026
Enquiries:	ESYSPROD

Land Address: UNIT 12, 8 BAINBRIDGE AVENUE SEAFORD VIC 3198

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6821189	12	9817	9211	43	$0.00
	15	9817	9211	46	

Vendor: ADAM CONGIU

Purchaser: NIL NIL

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ADAM EMIL CONGIU	2026	$190,000	$975.00	$0.00	$0.00

Comments: Land Tax of $975.00 has been assessed for 2026, an amount of $975.00 has been paid.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$440,000
SITE VALUE (SV):	$190,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 11095914

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $190,000

Calculated as $975 plus ($190,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,400.00

Taxable Value = $440,000

Calculated as $440,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 11095914

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 11095914

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

PRO CHOICE CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:81683689-017-9.23138 s
Certificate No:	11095914
Issue Date:	25 AUG 2026
Enquires:	ESYSPROD

Land Address: UNIT 12, 8 BAINBRIDGE AVENUE SEAFORD VIC 3198

Land Id	Lot	Plan	Volume	Folio	Tax Payable
6821189	12	9817	9211	43	$0.00
	15	9817	9211	46	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
121	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$440,000
SITE VALUE:	$190,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 11095914

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

PRO CHOICE CONVEYANCING, CARE OF LANDCHECKER

Your Reference:	LD:81683689-017-9.23138 S
Certificate No:	11095914
Issue Date:	25 AUG 2026

Land Address: UNIT 12, 8 BAINBRIDGE AVENUE SEAFORD VIC 3198

Lot	Plan	Volume	Folio
12	9817	9211	43
15	9817	9211	46

Vendor: ADAM CONGIU

Purchaser: NIL NIL

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 11095914

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 11095916

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 11095916

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Owners Corporation 9817

Lot 12 & Accessory Lot 15
8-12 Bainbridge Avenue, SEAFORD

OWNERS CORPORATION CERTIFICATE

Issued on: 01/09/2026

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988

Owners Corporation Number:	9817
This certificate is issued for Lot:	12/8-12 Bainbridge Avenue, SEAFORD
Applicant for the certificate is:	PRO CHOICE CONVEYANCING - HOLLY MAGGS - 0397828866
Applicant Email:	HOLLY@PROCHOICECONVEYANCING.COM.AU
Reference:	9817 / 12
This certificate is issued for Lot 12 & Accessory Lot 15 Plan No. 9817	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **01/09/2026**. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

a) The present fees for the above Lot are:

Owners Corporation Admin Contribution $1,822.40 per annum payable *Bi-Annually*.
Owners Corporation Maintenance Contribution $240.00 per annum payable *Bi-Annually*.

Please note that this Owners Corporation's end of financial year is 30/06/2027.

At the next Annual General Meeting, the annual budget may increase or decrease pending the resolutions made by the members.

Please be aware that the contributions for this lot may change and adjustments may be made on previous levies already issued during the new financial year. We suggest an update on the certificate be sought prior to settlement.

Due Date	01/07/2026	01/01/2027
Administration	$911.20	$911.20
Maintenance	$120.00	$120.00
Total	$1,031.20	$1,031.20

b) The fees are paid up until *31/12/2026*. If settlement should occur on or after any due date the next fee instalment as outlined above will also be due and payable.

c) Unpaid fees and levies presently total *$0.00* plus penalty interest of *$0.00*.

d) The following special fees or levies have been raised and are payable on the dates indicated below:
Nil

e) The repairs, maintenance or other work which has been or is about to be performed, which may incur additional charges which have not been included in the annual fees and special levy fees, are:

There are no repairs, maintenance or other works which are not included in the above annual fees maintenance or special levies as at 01/09/2026.

f) The Owners Corporation has the following insurance cover:

Policy No	Insurer	Type	Sum	Premium
P-026143 06/11/2025 - 06/11/2026	Axis Underwriting Agencies	Building/Common Property	$4,860,000.00	$10,272.15 Excess: $2,000.00
		Common Area Contents	$48,600.00	
		Loss of Rent/Temp Accommodation	$729,000.00	
		Public Liability	$20,000,000.00	
		Voluntary Workers	$200,000.00 ($2,000.00 per week)	
		Fidelity	$100,000.00	
		Office Bearers	$500,000.00	
		Legal Expenses	$50,000.00	
		Lot Owners Fixtures & Improvements	$0.00	Not Insured.

g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 61A of the Act? If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 01/09/2026.

h) The total funds held by the Owners Corporation as at 01/09/2026:

Financial Position of the Owners Corporation Cash at Bank is $18,673.64.
Made up of:

Administrative Fund	Maintenance Fund	Total
$13,946.10	$4,727.54	$18,673.64

i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs/maintenance as set above? If so, then provide details:

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 01/09/2026.

j) Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details:

- Strata Energy Services
- Silverfern Mowing & Gardening

k) Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 01/09/2026.

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details:

There are no notices or orders as at 01/09/2026.

m) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? If so, then provide details:

The manager is not aware of any legal proceedings as at 01/09/2026.

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

A manager is appointed.

OCV Management
03 9417 9600

Attention: Kerry Demos Email: kerry.demos@ocvmgroup.com.au

o) Has an administrator been appointed for the Owners Corporation or has there been a proposal for the appointment of an administrator?

No Administrator is appointed as at 01/09/2026.

p) Other Information:

Nil

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

a) Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners
b) Copy of Model Rules for an Owners Corporation
c) Last AGM Minutes
d) Insurance Certificate of Currency

Further information on prescribed matters can be obtained by inspection of the Owners Corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
   This information is subject to change without notice.
2. **It may be prudent to obtain a written update on outstanding contributions prior to settlement of the property.**
3. **In some circumstances it may be prudent to apply for a new Owners Corporation Certificate. Charges will apply.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The Owners Corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

01/09/2026

Prepared By:

Common Seal of Plan No 9817

Kerry Demos

Ph: 03 9417 9600
kerry.demos@ocvmgroup.com.au

Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation

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.

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.

Model Rules for an Owners Corporation..

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable 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 & Sub-Committees

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

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

3 Management & 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 and 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 that 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) Sub rule (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.

Model Rules for an Owners Corporation

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 or enjoyment of the common property by any other person entitled to use the common property

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property

(3) An approval under sub-rule (2) may state a period for which the approval is granted

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.".

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

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

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 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 & 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, an occupier or the owner's corporation.

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) 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 his or her behalf at the meeting.

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

(b) 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 his or her right to take further action under Part 10 of the Owners Corporations Act 2006

(8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.

OCVM GROUP

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Vermont South 495 Burwood Highway, Vermont South VIC 3133
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www.ocvmgroup.com.au

MINUTES OF THE ANNUAL GENERAL MEETING – INTERIM RESOLUTIONS

NOTE: An interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

OWNERS CORPORATION PLAN OF SUBDIVISION: 9817
PROPERTY ADDRESS: 8-12 Bainbridge Avenue, SEAFORD VIC 3198

Occupiable Lots: 12 **Non-Occupiable Lots (Car Parks/Storage): 0**
In accordance with the Amendments to the Owners Corporation Act,
9817 is a Tier 3 Owners Corporation.

Date, place and time of meeting: An Annual General Meeting of Owners Corporation Plan of Subdivision: 9817 was held on Wednesday 29 July 2026 via Zoom Video Conference.
The meeting commenced at 12:00 pm.

Present:
Lot 3 Terri-Lee O'Shannessey
Lot 5 Emily Scopel-Reed
Lot 8 Helen Siggers

Present by Proxy: Nil

Apologies: Nil

In attendance: Kerry Demos representing OCVM Group, the Manager of the Owners Corporation.

1. Quorum: The Manager confirmed that as 3 attendees out of a total of 12 owners were represented either in person or by proxy that a quorum was not reached. Accordingly, all decisions made at this meeting become interim resolutions of the Owners Corporation. An interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Arrears: Arrears are only reported on for those lots represented at the meeting.

The Manager confirmed that all owners present were currently fully paid with their contributions and were eligible to vote.

2. Meeting Chairperson: Kerry Demos was appointed to chair the meeting.

3. Minutes: The members resolved by Ordinary Resolution that the minutes of the last Annual General Meeting of the Owners Corporation held on 23/07/2025, as attached to the Notice of Meeting, be confirmed as a true record and account of the proceedings at that meeting.

4. Manager's report: Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the manager tabled a report, which was attached to the Notice of Meeting, of their activities for the period. The members acknowledged the contents of the manager's report.

Committee Report: The Committee did not deliver a verbal report on their activities for the year.

5. Building Insurances: The members acknowledged that the Manager is authorised under their Insurance Authority to provide factual advice only and that the members were to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters suited their individual needs.

The members resolved by Ordinary Resolution that the current insurance, as noted in the Notice of Meeting is acknowledged and accepted.

<u>RENEWAL INSTRUCTION</u>
The members resolved by Ordinary Resolution that when the insurance renewal becomes due, the Manager will send the quotations to the Committee for their review and instruction.

Should instruction not be provided by the renewal date, the members resolved by Ordinary Resolution to issue OCVM Group a standing authority to place insurance with the incumbent insurer to ensure continuation of cover.

<u>VALUATION</u>
The members acknowledged the Owners Corporations and Other Acts Amendment Act 2021 came into effect on December 1, 2021. In accordance with s65, an Owners Corporation **<u>must</u>** obtain a valuation of all buildings that it is liable to insure every five (5) years or earlier as determined by the Owners Corporation.

It is important to understand that owners have an unlimited joint and several financial obligation in regard to any shortfall in terms of the actual replacement cost compared to the selected sum insured.

OCVM Group advised that due to current market conditions the cost of building materials and labour have escalated significantly. As a result, the last Valuation for Insurance purposes may not be reflective of the current market.

OCVM Group advised that a Full Valuation for Insurance Purposes should be obtained every three (3) years and a Desktop Valuation obtained in the following two (2) years to accurately assess an appropriate building sum insured amount.

The members acknowledged that the last valuation under s59 for the property for insurance purposes was conducted on 01/08/2025, for a Total Replacement Value of $4,860,000.00. This was a Full Valuation for insurance purposes.

The members acknowledged that it is essential they read and fully understand the contents of the valuation report and seek clarification if any aspect of the report is their view unclear. The Owners Corporation should consider any disclaimers and shortcomings contained in the report in arriving at the ultimate sum insured for insurance purposes in accordance with their legal obligations as outlined below.

OCVM Group advised that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size and standard as when new – including architects/engineers fees, demolition, removal of debris, town planning charges, connection of utilities and reinstatement of common services such as drainage.

The members considered the last valuation date and resolved by Ordinary Resolution not to proceed with obtaining a Desktop Valuation for insurance purposes and to endorse the policy with the valued amount upon receipt.

DISCLOSURE
The owners acknowledged they have a legal obligation to disclose to the insurer any known defects, hazards or matters that may affect the application of the underwriter in assessing the risk associated with this policy.

INSURANCE EXCESS
The owners acknowledged that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage with reference to s49.2 & s49.3 of the Owners Corporations Act 2006).

In taking out the insurance referred to above, whilst the definition of "Building' in the Act includes:

- Any improvements and fixtures forming part of the building; and
- Any shared services.

IT DOES NOT INCLUDE

- Carpet and temporary floor, wall and ceiling coverings; or
- Fixtures removable by a lessee at the end of a lease; or
- Anything prescribed as not forming part of the building.
- Public Liability within your lot.

"Shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

IMPORTANT INFORMATION TO NOTE

- Any improvements or added fixtures forming part of your lot must be disclosed to the insurer to be covered in the event of loss during the relevant policy period.
- This insurance policy **does not** cover any of the contents in your lot.
- Owners are encouraged to seek independent legal and insurance advice to ensure the strata insurance policy covers your particular circumstance.

As disclosed in our Contract of Appointment, OCVM Group is paid a commission for placing insurance cover for your Owners Corporation. The commission is paid to us by the brokers and underwriters with whom we are associated. The commission remunerates us for managing insurance on your behalf and allows us to deal directly with your insurer on your behalf.

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6. Maintenance Plan:

MAINTENANCE PLAN
In accordance with s36 of the Owners Corporations Act 2006, the members resolved by Ordinary Resolution not to prepare a Maintenance Plan.

7. Financial Statements:

The members resolved by Ordinary Resolution that the Financial Statements for the Building Financial Year ended 30/06/2026 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net assets of the Owners Corporation as at the end of the property's financial year was $11,448.49.

The balance at the bank account as at the date of the meeting was $17,969.26 consisting of $13,605.42 in the Administration Fund and $4,363.84 in the Maintenance Fund.

FINANCIAL AUDIT
The members resolved by Ordinary Resolution not to undertake an independent audit of the financials in accordance with s35. Owners Corporations Act 2006.

8. Budget & Fees:

The members resolved by Ordinary Resolution to accept the projection of estimated receipts and payments (Annual Budget of $25,780.00 inc GST) as amended in the Notice of Meeting.

This was made up of $22,780.00 in the Administration Fund & $3,000.00 in the Maintenance Fund.

It was resolved, if in the event of a funding shortfall, a special levy will be raised accordingly and due in 28 days from that date.

Fees/Levies:

The members resolved by Ordinary Resolution:

a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation.

b. that the contributions be paid in advance in bi-annual instalments; the first such instalment being due on 01/07/2026 and subsequent instalments falling due on 01/01/2027.

An Owners Corporation is required to be registered for GST when they have ongoing levies (Eg. annual budget including special levies), that exceed $150,000.00.
When an Owners Corporation is registered for GST, they are required to lodge quarterly Business Activity Statements (BAS) with the Australian Taxation Office (ATO).

9. Confirmation of manager:

In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 the members acknowledged that the Owners Corporation were in year 1 of a 3-year agreement with OCV Management Pty Ltd, expiring 31/07/2028.

The members resolved by Ordinary Resolution that the Owners Corporations delegate to the Manager all of the Powers and Functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.

Management fee:

The management fee for the building financial year was set at $4,536.00 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.

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10. Committee and/or Chairperson

The members resolved by Ordinary Resolution to appoint a Committee.
(Part 5 Section 100(2) makes it compulsory to elect a Committee only if the Owners Corporation consists of 10 or more members).

Nomination for Committee were received for:

- Lot 2 Lee Hooper
- Lot 3 Terri-Lee O'Shannessey
- Lot 5 Emily Scopel-Reed
- Lot 8 Helen Siggers

There being no further nominations the Chairperson of the meeting declared the Committee elected. The Committee consist of:

- Lot 2 Lee Hooper
- Lot 3 Terri-Lee O'Shannessey
- Lot 5 Emily Scopel-Reed
- Lot 8 Helen Siggers

DELEGATION OF AUTHORITY TO THE COMMITTEE/CHAIRPERSON

The members resolved by Ordinary Resolution to delegate to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation <u>except</u>:

a) a power or function requiring a special resolution or a unanimous resolution; or
b) giving notice of an annual general meeting or special general meeting; or
c) the power to remove a committee or officer of the Owners Corporation; or
d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or
e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or
f) a power delegated by instrument to the manager of the Owners Corporation; or
g) a power delegated by instrument to the secretary of the Owners Corporation; or
h) a power delegated by instrument to the grievance committee;

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

This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.

Chairperson

The members resolved by Ordinary Resolution to appoint EmilyScopel-Reed as Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006.

Secretary

The members resolved by Ordinary Resolution to Delegate the Functions and Duties of the Owners Corporation Secretary to the Manager and to execute a Delegation of Authority in favour of the Manager upon request.

Public Officer

The members resolved by Ordinary Resolution to appoint an employee of OCVM Group to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

11. Penalty Interest:

The members resolved by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of $50.00 owed by a member to the Owners Corporation and where payment has not been received within Twenty Eight (28) days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983. The members noted that all interest collected is credited to the Owners Corporation bank account.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

12. Recovery of Fees, Levies & Costs:

The members acknowledged that the Owners Corporation is empowered to initiate legal proceedings in VCAT to recover unpaid contributions which have been levied in accordance with the Owners Corporations Act 2006.

The members resolved by Ordinary Resolution to engage the Manager to implement the arrears process as outlined in the Notice of Meeting.

OCVM Group's Arrears Process:

- SMS (where we have been provided a mobile number) sent to all owners with arrears prior to 15th of each month.
- OCVM Group undertake an Arrears Run on the 15th of every month.
- If your arrears are >14 days overdue and more than $50.00 – **you will receive a Reminder Notice which is charged at $55.00**
- If the following month on the 15th your fees have not been paid, you are now 45 days overdue and **you will receive a Final Notice which is charged at $110.00.**

Please note: All arrears collection charges will be charged to the Owners Corporation, then recovered from the individual lot owner as a debt due to the Owners Corporation.

- If fees remain unpaid following issuance of a Final Notice, OCVM Group will seek instruction from the Committee to authorise legal proceedings to recover the debt.
- If you have entered into a formalised Payment Plan – you will not be pursued for outstanding Arrears.
- The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Committee of the Owners Corporation for a decision. The manager will share the information with the Committee in order to achieve a satisfactory outcome for the Owners Corporation.

NOTE: The Manager advised that Arrears charges are paid to OCVM Group to cover the service costs for processing Arrears on behalf of the Owners Corporation. This duty falls outside the duties of a manager as defined by the Owners Corporation Act 2006.

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The members resolved by Ordinary Resolution to delegate to the Manager the authority to implement a payment plan on request of a lot owner where it considers it appropriate. The payment plan must not exceed an amount greater than $2,500.00 and must be no longer than 12 months in duration. Any payment plans which do not meet these criteria must be sent through to the Chairperson/Committee for formal approval.

The members noted that any lot owner in a payment plan is considered non-financial for voting purposes and cannot nominate for or hold a position on Committee.

13. Essential service (fire safety):

The members acknowledged that there are no Essential Services (Fire Safety) measures in place at your property.

NOTE: All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed). If Fire Doors are installed they must be kept closed at all times.

14. Occupational Health & Safety

The members resolved to meet the Victorian OHS Act 2004.

The members resolved not to undertake a formal OH&S audit against the recommendation of the Manager. The members acknowledged that they are responsible and liable for reporting any OH&S hazards, breaches or incidents relating to the common property to the Manager immediately who will then consult with the appointed Chairperson/Committee for further action.

15. Common Electricity & Gas

The members acknowledged that OCVM Group is working with an independent energy services consultant to review the current electricity and gas rates for your Owners Corporation, with a view to identify potential cost savings. As part of this review, opportunities may be explored through aggregated buying groups or alternative procurement strategies to access more competitive commercial rates. If a cost-effective option is identified that offers value based on your usage profile, a transition may be facilitated to take advantage of improved pricing arrangements.

The members acknowledged that OCVM Group do not receive a commission or impose a service fee for this service and offer this as a value-add to our clients, to assist in reducing overall costs to your Owners Corporation. If your Owners Corporation operates within an embedded electricity or gas network, no changes to your supplier will be implemented.

16. After Hours Trade Emergency Services

The after-hours trade emergency contact is Tymaline Building Services contactable via our main office line on 03 9417 9600.

The members acknowledged that this service is for trade-related emergencies only that fall outside of standard business hours. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the lot owner for this service.

The minimum charge for triaging calls is $80 + GST and a minimum of $480 + GST in the event of attendance to a trade emergency.

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17. General Business:

a) **CAR PARK WORKS**
Member Lot 3 discussed the need to repair the surface of the rear car parks.
Member Lot 5 noted that the costs to concrete or asphalt would be too much in the way of a levy.
The Manager suggested having same resurfaced and is in the process of obtaining a quote from Mr Sheen's Home and Maintenance to install Dromana Toppings throughout both car park areas. Apparently, this is similar to Lilydale Toppings but a closer colour match to the current crush rock already on site.
Upon receipt of same it will be forwarded to the Committee for consideration and instruction.

b) **CAR PARK CONCRETING**
Member Lot 3 suggested that this area was concreted.
Discussions took place and the Members decided that the area will be resurfaced for the time being (as above).
The Committee will send an email to the Manager (approximately 6-8 weeks prior to the AGM in 2027) requesting a quote be obtained from a concrete company for concreting the car park areas for discussion.
The Manager noted that there may be a cost for this Quote Report due to the fact the works may not be completed.
The Members noted this would be the best way for the Owners Corporation to be informed of a total cost moving forward.

c) **CONCRETE EDGING (DRIVEWAY AND TOPPINGS)**
Member Lot 3 noted the edging at the end of the driveway and the beginning of the car park was a trip hazard.
Member Lot 5 suggested that we obtain a quote to concrete grind this area of both car parks.
The Manager will obtain same and provide to the Committee for their consideration and response.

18. Owners Portal: The manager advised the owners that they can now have 24-hour access to building and lot information, reports, documents and more via an online Owners Portal. This service is offered to our valued clients at no additional cost. To gain access, simply notify your manager of your interest and a registration invitation will be issued to you.

19. Closure: The Chairperson of the meeting thanked the members present and declared the meeting closed at 12:55pm.

Level 5, 90 Collins Street, Melbourne VIC 3000
P (03) 8660 7000
E info@axisunderwriting.com.au

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-026143

Policy Class: Axis Residential Strata Insurance Policy

Insured: OC 9817

Interested Party:

Interest Insured:

Location: 8-12 Bainbridge Avenue
SEAFORD

State: VIC

Postcode: 3198

Inception Date: 4:00pm on 6th November 2025

Expiry Date: 4:00pm on 6th November 2026

Sums Insured:

1. Buildings		$	4,860,000
Common Contents		$	48,600
Loss of Rent		$	729,000
Option Cover: Floating Floors			Insured
Option Cover: Loss of Lot/Unit Market Value			Not Insured
Option Cover: Catastrophe Cover	15%		Insured
Option Cover: Flood			Insured
2. Public or Legal Liability		$	20,000,000
3. Personal Accident		$	200,000/2000
4. Fidelity Guarantee		$	100,000
5. Machinery Breakdown		$	
6. Office Bearers Legal Liability		$	500,000
7. Government Audit Costs & Legal Expenses			
Appeal Expenses		$	100,000
Audit Fees		$	25,000
Legal Defence Expenses		$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 7 November 2025

Axis Underwriting Services Pty Ltd
as Agents of the Insurers

PROPERTY REPORT

Details

LOCAL GOVERNMENT (COUNCIL)
Frankston

COUNCIL PROPERTY NUMBER
224133

LAND SIZE
114m² Approx

ORIENTATION
East

FRONTAGE
Unavailable

ZONES
GRZ - General Residential Zone

OVERLAYS
N/A

Parcel Identifiers

LOT/PLAN
Lot 15 RP9817
Lot 12 RP9817

State Electorates

LEGISLATIVE COUNCIL
South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Frankston District

Schools

CLOSEST PRIVATE SCHOOLS
John Paul College (906 m)
Foundation Learning Centre - Peninsula Campus (1699 m)
St Francis Xavier School (2227 m)

CLOSEST SECONDARY SCHOOLS
Oakwood School-Frankston Campus (1516 m)

CLOSEST PRIMARY SCHOOLS
Kananook Primary School (443 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 72 Homes

COUNCIL AVERAGE
1 in 82 Homes

STATE AVERAGE
1 in 76 Homes

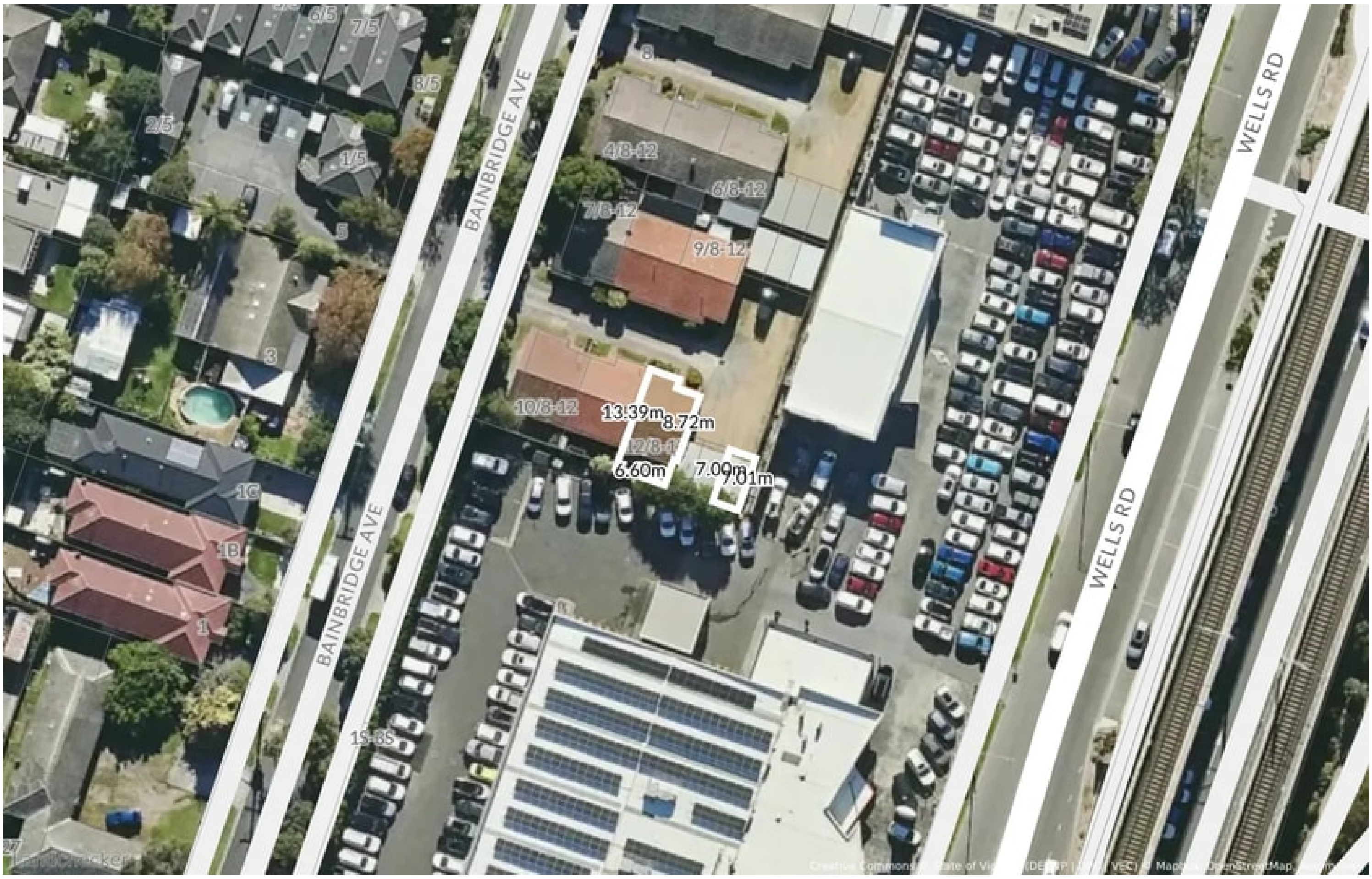
Council Information - Frankston

PHONE
1300 322 322 (Frankston)

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

EMAIL
correspondence@frankston.vic.gov.au

SITE DIMENSIONS



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

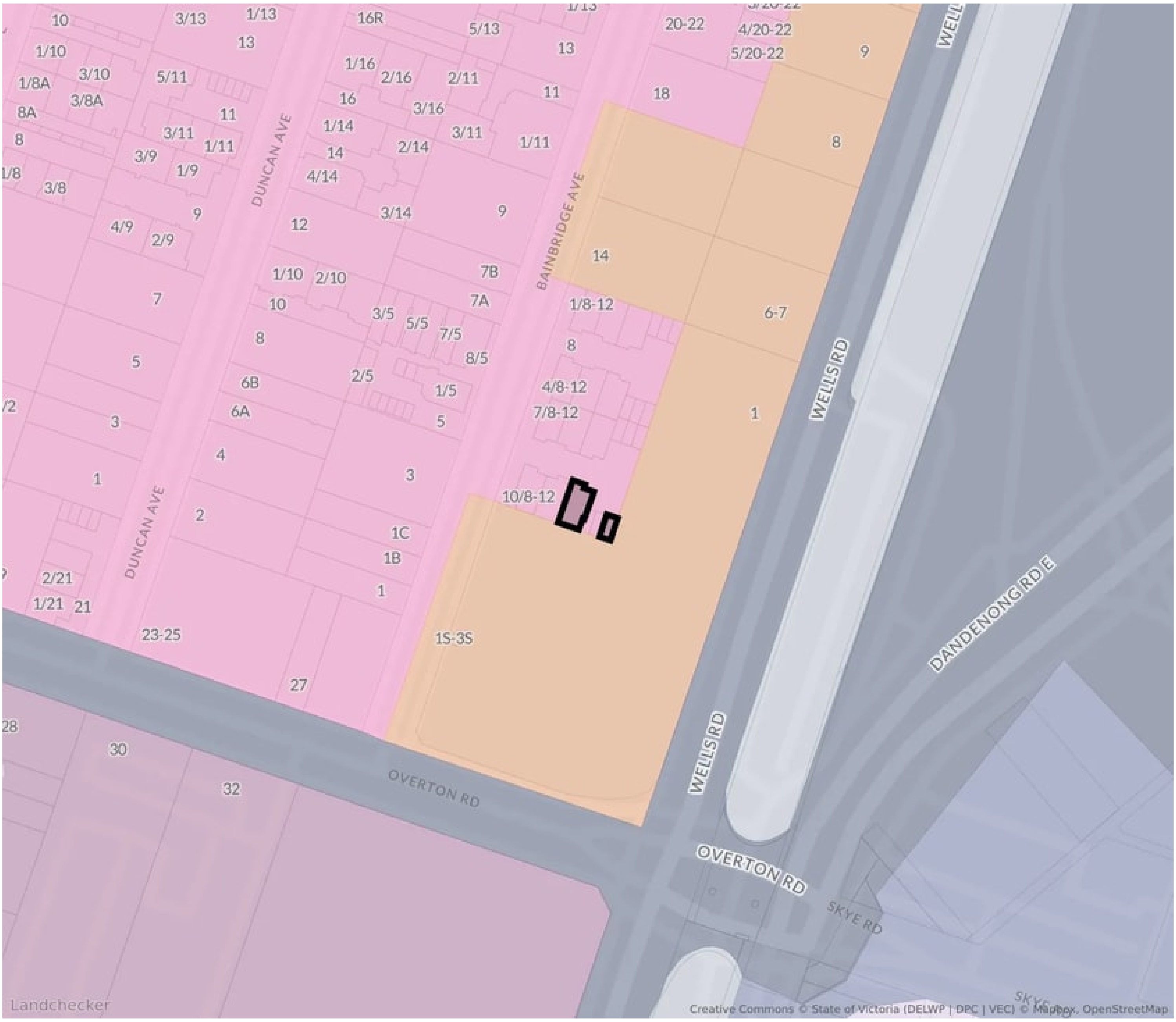
Status	Code	Date	Description
APPROVED	VC309	14/08/2026	The amendment clarifies that hemp brick production is included as a rural industry and requires a planning permit to produce hemp bricks in rural zones.
APPROVED	VC308	13/08/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	VC307	13/08/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation. Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	VC248	13/08/2026	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.
APPROVED	VC232	13/08/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	VC300	30/07/2026	Amendment VC300 changes the VPP and all planning schemes in Victoria by implementing the Mid-Rise Code to introduce new deemed to comply assessment provisions for four to six storey residential development in residential zones.
APPROVED	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).

Landchecker

Status	Code	Date	Description
APPROVED	GC269	04/06/2026	GC269 corrects obvious or technical errors and makes consequential changes to local schedules to align with VC286.

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.



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

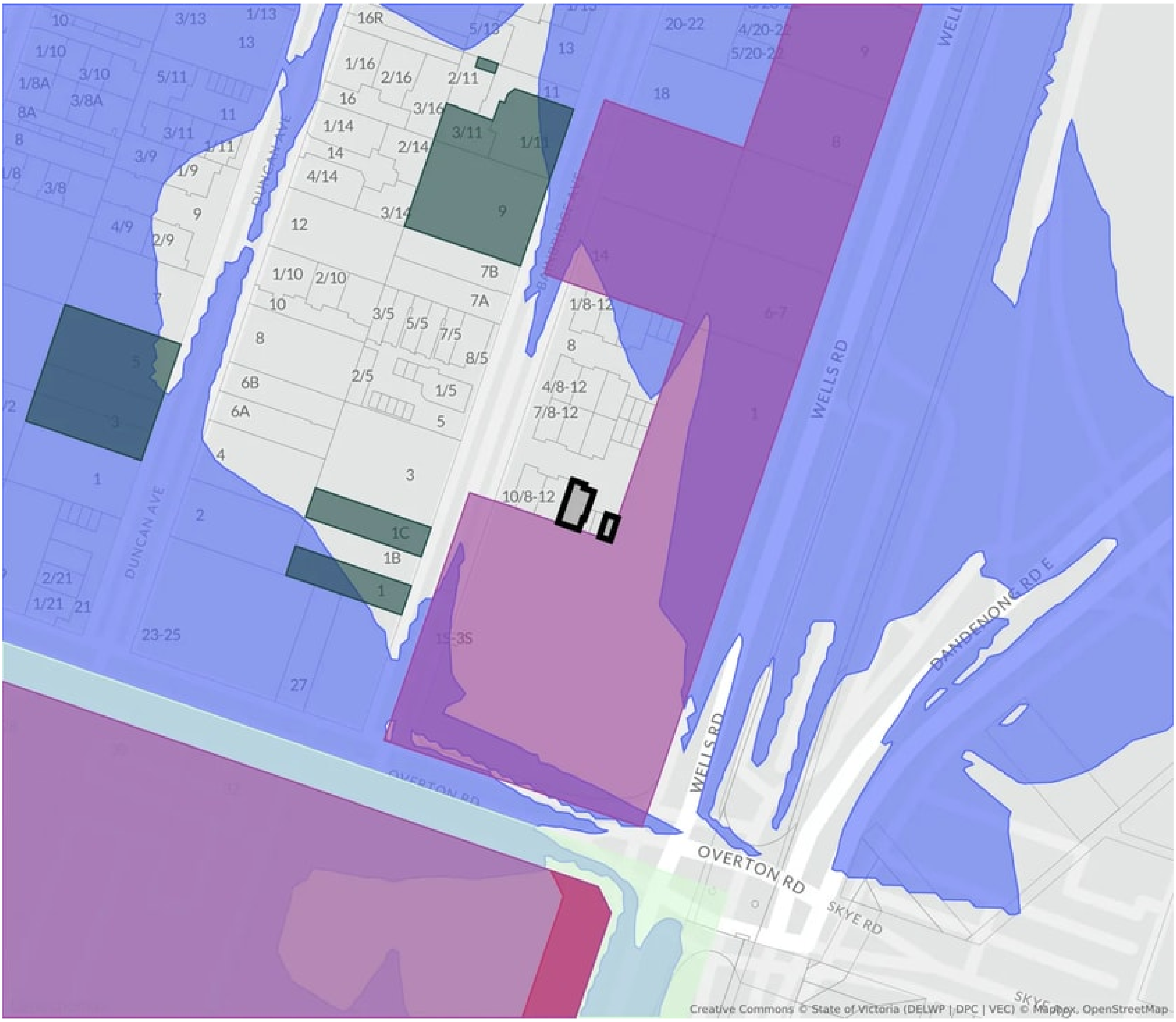
For confirmation and detailed advice about this planning zone, please contact FRANKSTON council on 1300 322 322.

Other nearby planning zones

- C1Z - Commercial 1 Zone
- C2Z - Commercial 2 Zone
- IN1Z - Industrial 1 Zone
- TRZ1 - Transport Zone
- TRZ2 - Transport Zone
- TRZ3 - Transport Zone

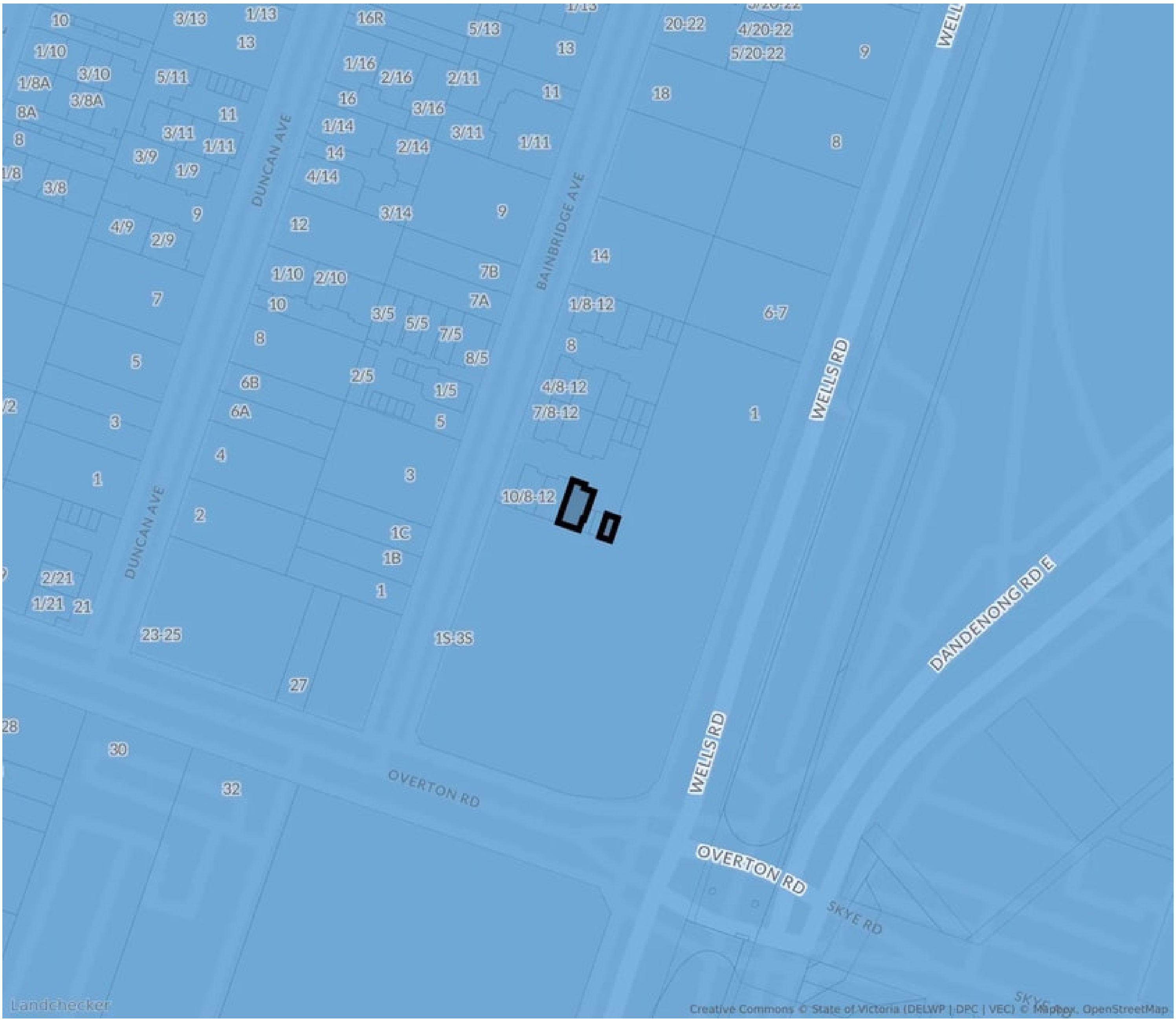
There are no overlays for this property

NEARBY OVERLAYS



- **DDO - Design And Development Overlay**
- **ESO - Environmental Significance Overlay**
- **PAO - Public Acquisition Overlay**
- **PO - Parking Overlay**
- **SBO - Special Building Overlay**

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



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.

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	27/07/2026
Department of Environment, Land, Water and Planning FO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning FO3	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning RFO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning SBO4	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	27/07/2026

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	27/07/2026
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning	Unaffected	State	27/07/2026

Source Authority	Status	Type	Last Updated
BPA			

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	27/07/2026
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning	Unaffected	State	27/07/2026

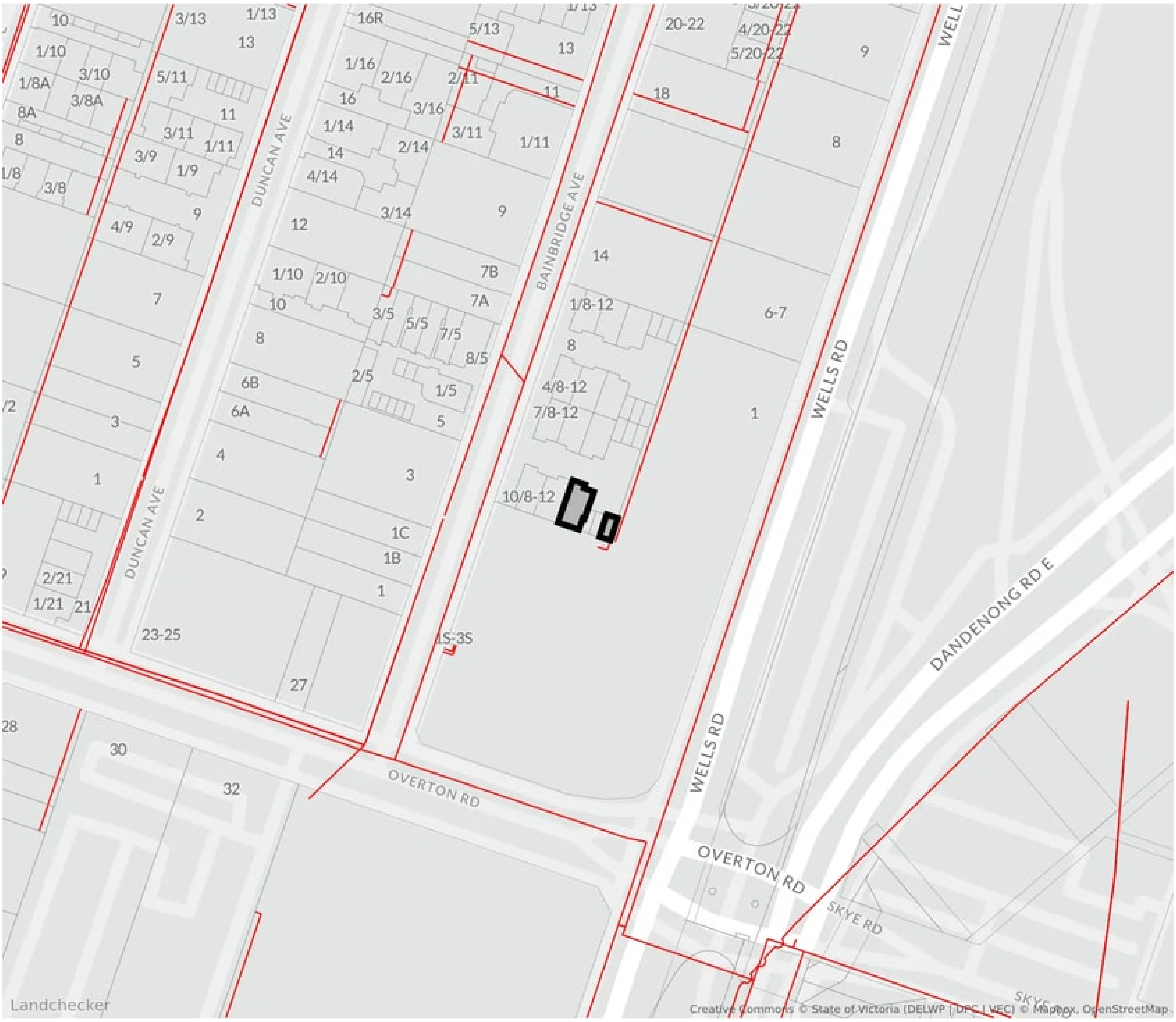
Source Authority	Status	Type	Last Updated
EMO4			
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	27/07/2026
Department of Environment, Land, Water and Planning EMO7	Unaffected	State	27/07/2026

Easements

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) on this property, please contact the relevant source authority.

NEARBY EASEMENTS



Easements

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.

10 - 20m Contours

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

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Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

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.