Contract of Sale of Land

Property:

1/83 McLeod Road, Carrum VIC 3197

Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195
Tel: 03 9782 1432
Ref: ZP:26/427

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic)) .

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.

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* (Vic).

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../….……./2026

for and on behalf of:

....

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../….……./2026

for and on behalf of:

....

Name of individual Signature of individual

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* (Vic)

WHERE SIGNATORY IS A COMPANY

EXECUTED by …………………………………

ABN: ....

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

………………………………………… ……………………………………………..
Name of director Signature of director

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..………/2026

for and on behalf of:

Pamela Yvonne Sarkies

Name of individual Signature of individual

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

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

Table of Contents

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea

Address: 463 Nepean Highway, Chelsea VIC 3196

Email: jo.barclay@obre.com.au

Tel: 03 9772 7077 Mob: 0439 394 434 Ref: Jo Barclay

Vendor

Name: Pamela Yvonne Sarkies

Address: 1/83 McLeod Road, Carrum VIC 3197

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing

Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195

Email: enquiries@sunnyoaks.com.au

Tel: 03 9782 1432 Mob: Ref: 26/427

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10365	Folio	017	1	PS 413788A

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: 1/83 McLeod Road, Carrum VIC 3197

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

All fixtures and fittings of a permanent nature including fixed floor coverings, window furnishings and light fittings. Also included, large pots in front garden, 2x large grey pots in back yard, black vegetable planter, and garden shed

Payment

Price	$			
Deposit	$	by	(of which $	has been paid)
Balance	$	payable at settlement		

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 (Vic) 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: ....

(or another lender chosen by the purchaser)

Loan amount: .... 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.*

SPECIAL CONDITION 1 - Settlement Rescheduling Fee

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of $330.00 plus GST at settlement for each rescheduled settlement.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

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

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

the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

(b) promptly provide the vendor with proof of payment; and
(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and
(e) any other provision in this contract to the contrary.

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We		**of**	
And		**of**	

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

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
c) by time given to the Purchaser for any such payment performance or observance;
d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This ____ Day of ____ 20 ____

SIGNED SEALED AND DELIVERED by the said

Print Name ____ ____

In the presence of ____ Director(Sign)

Witness ____

SIGNED SEALED AND DELIVERED by the said

Print Name ____ ____

In the presence of ____ Director(Sign)

Witness ____

SECTION 32 STATEMENT

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

Vendor:	Pamela Yvonne Sarkies
Property:	1/83 McLeod Road, Carrum VIC 3197 Being Lot 1 on Plan of Subdivision 413788A being all the Land described in Certificate of Title Volume 10365 Folio 017

VENDORS REPRESENTATIVE
Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

Tel: 03 9782 1432
Email: enquiries@sunnyoaks.com.au

Ref: ZP:26/427

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 **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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	1/83 MCLEOD ROAD, CARRUM VIC 3197

Vendor's name	Pamela Yvonne Sarkies	Date 30/07/2026
Vendor's signature	Pamela Sarkies	

Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $6,000.00

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

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

2. INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

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

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

Not Applicable

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ The required specified information is as follows:

(a)	Name of planning scheme	Kingston
(b)	Name of responsible authority	Kingston
(c)	Zoning of the land	NRZ - Neighbourhood Residential Zone
(d)	Name of planning overlay	N/A

4. NOTICES

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

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Notice to Purchaser

(GST Withholding Regime)

Property: 1/83 McLeod Road, Carrum VIC 3197

Vendor: Pamela Yvonne Sarkies

The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the purchaser is not required to withhold GST

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

VOLUME 10365 FOLIO 017 Security no : 124136911478E
Produced 23/07/2026 04:15 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 413788A.
PARENT TITLE Volume 08735 Folio 768
Created by instrument PS413788A 19/01/1998

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PAMELA YVONNE SARKIES of 23A FIELDING DRIVE CHELSEA VIC 3196
AU149462H 18/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU149463F 18/03/2021
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS413788A 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 1 83 MCLEOD ROAD CARRUM VIC 3197

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 18/03/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS413788A

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS413788A**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**23/07/2026 16:15**

PS 413788A

SPPS413788A-1-0

	PLAN OF SUBDIVISION	Stage No.	LTO use only EDITION 4	Plan Number PS 413788A

Location of Land

Parish: LYNDHURST
Township:
Section:
Crown Allotment: 101 (PART)
Crown Portion:

LTO base record: CHART No. 16
Title References: Vol 8735 Fol 768

Last Plan Reference: LOT 1 ON LP 47192
Postal Address: 83 McLEOD ROAD
PATTERSON LAKES 3197

AMG Co-ordinates: N 5 784 320
(Of approx. centre of plan) E 336 040 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
Nil	Nil

Council Certification and Endorsement

Council Name: KINGSTON CITY COUNCIL Ref:

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

Open Space

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

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate
~~Council seal~~
Date 27/ 10/ 97

Re-certified under section 11(7) of the Subdivision Act 1988
Council delegate
Council seal
Date / /

Notations

Depth Limitation: Does not apply

Staging: This ~~is~~/is not a staged subdivision
Planning Permit No.

Other Notations

Survey:- This plan is / ~~is not~~ based on survey.

To be completed where applicable.
This survey has been connected to permanent marks no(s).
In proclaimed Survey Area no.

Easement Information

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of

LTO use only
Statement of Compliance / Exemption Statement
Received ✓
Date 16/ 12/ 97

LTO use only
PLAN REGISTERED
TIME
DATE 19/ 1 / 98
J. Svagani
Assistant Registrar of Titles

Sheet 1 of 3 Sheets

Hellier McFarland
Land Surveyors & Town Planners
342 HAWTHORN ROAD , CAULFIELD SOUTH 3162
FAX : (03) 9532 9941 TEL : (03) 9532 9951

LICENSED SURVEYOR STUART ANDREW McFARLAND
SIGNATURE DATE / /
REF 3734/1 VERSION A

DATE / /
COUNCIL DELEGATE SIGNATURE

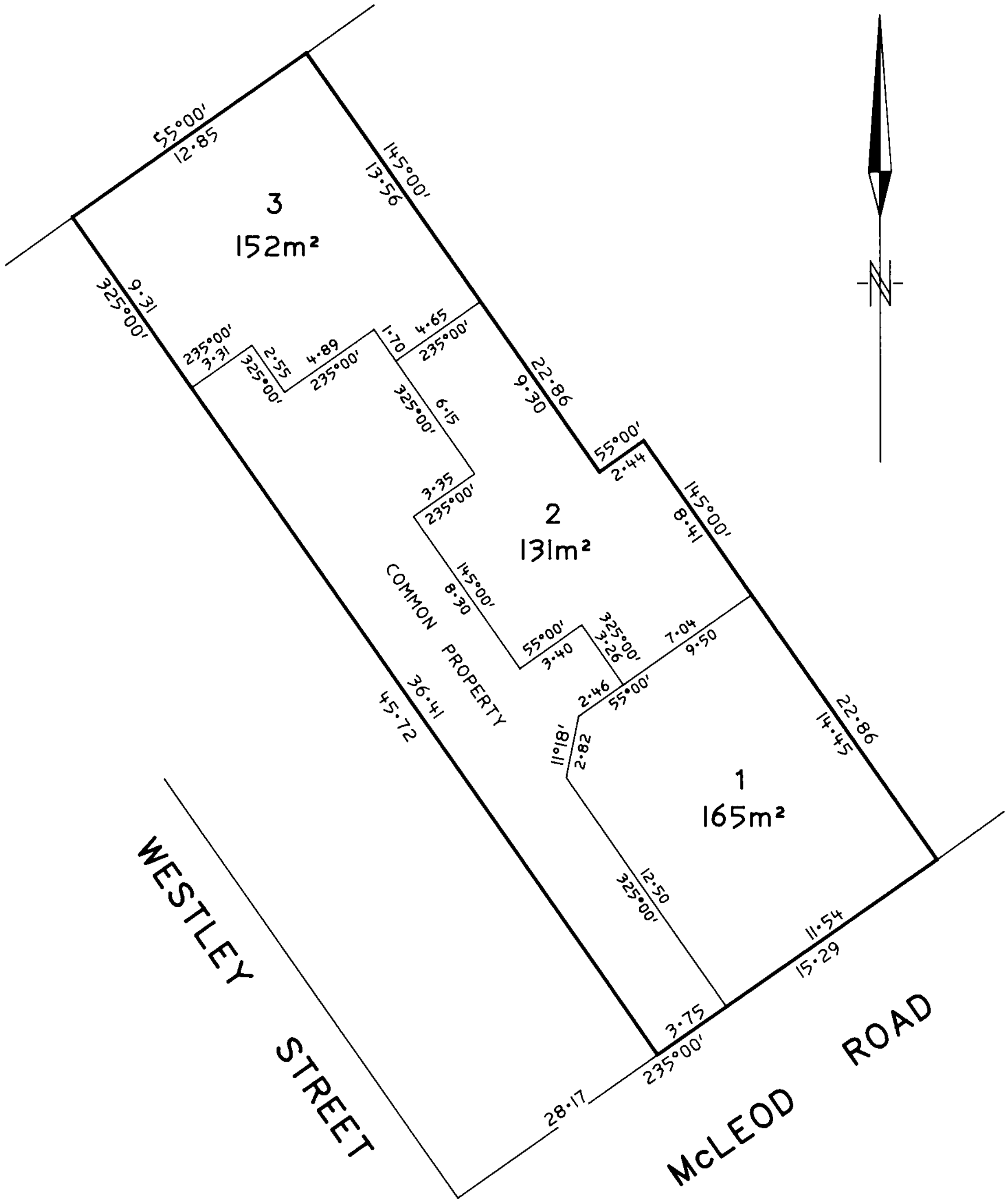
Original sheet size A3

PE:C:\LCPLUS\3700\3734_1.G02

PS 413788A

SPPS413788A-2-3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 413788A



Hellier McFarland
Land Surveyors & Town Planners
342 HAWTHORN ROAD , CAULFIELD SOUTH 3162
FAX : (03) 9532 9941 TEL : (03) 9532 9951

SHEET 2 OF 3 SHEETS

ORIGINAL SHEET SIZE	SCALE	SCALE
A3	1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES

LICENSED SURVEYOR STAURT ANDREW McFARLAND

SIGNATURE ________________ DATE __/__/__

REF 3734/1 VERSION A

DATE __/__/__

COUNCIL DELEGATE SIGNATURE

PE:C:\LCPLUS\3700\3734_1.G01

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

SPPS413788A-4-1

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

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

PLAN NUMBER
PS413788A

AFFECTED LAND / PARCEL	LAND / PARCEL / IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN	–	CHANGE OF ADDRESS	V421929Q	14/7/98	3-55	2	
ROAD ABUTTAL		ROAD DISCONTINUANCE SEC. 528(2) LGA 1958 (LGD 8174)	V715522Q			3	
THIS PLAN		CHANGE OF ADDRESS	AD767135Y	26/07/05		4	L. LOW

Department of Transport and Planning

Owners Corporation Search Report

Produced: 23/07/2026 04:15:26 PM

OWNERS CORPORATION
PLAN NO. PS413788A

The land in PS413788A is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 3.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MBCM FRANKSTON 4 SILKWOOD RISE CARRUM DOWNS VIC 3201

AM106086W 14/08/2015

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	100	100
Lot 2	100	100
Lot 3	100	100
Total	**300.00**	**300.00**

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

Owners Corporation Search Report

Produced: 23/07/2026 04:15:26 PM

OWNERS CORPORATION
PLAN NO. PS413788A

Statement End.

Land Information Certificate

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

City of KINGSTON

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

Date of Issue:	24 July 2026
Assessment No:	111992 2
Property Location:	1 83 McLeod Road, CARRUM VIC 3197
Parcel Details:	Lot 1 PS413788
Certificate No:	167709
Certificate Expiry Date:	22 October 2026
Applicants Reference:	81316516-001-0:95170

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

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

Operative Date of Valuation: 01 July 2026
Relevant Date of Valuation: 01 Jan 2026

Site Value:	270,000
Capital Improved Value:	700,000
Net Annual Value:	35,000

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

RATES AND CHARGES
1st July 2026 to 30th June 2027

Arrears	
Arrears - Brought Forward 01/07/2026	$0.00
Legal Fees Brought Forward 01/07/2026	$0.00
Current Rate	
General Rates	$1,279.48
Emergency Services & Volunteers Fund	$260.10
Municipal Charge	$100.00
Waste Management	$339.00
	$
	$
Legal Costs/Charges	$0.00
Interest on Arrears	$0.00
Interest on Current Rates	$0.00
Payments	$-453.19
Property Debts	$0.00 (Fire Hazard / Property Clearance)
OUTSTANDING	**$1,525.39**

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

community inspired leadership

kingston.vic.gov.au
Cheltenham 1230 Nepean Highway **Chelsea** 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

Assessment No.	111992/2
Certificate No.	167709
Certificate Expiry Date	22 October 2026

ADDITIONAL INFORMATION

120 - Single Unit/Villa Unit/Townhouse

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

I acknowledge having received the sum of $31.40.

Please note:

i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 22 October 2026.

ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.

iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum and may also incur legal costs if recovery action has commenced.

iv. Due Date for payment:
   - In full 15 February 2027.

Four instalments: 30 September 2026, 30 November 2026, 28 February 2027, 31 May 2027.

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

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

Important Information Regarding Settlements via PEXA

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

Biller Code: 8938

Ref: 1119922

Tanya Madhwani
TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON

community inspired leadership
kingston.vic.gov.au
Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road
1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

****************IMPORTANT INFORMATION REGARDING THIS CERTIFICATE***************

No Conditions apply to this property.

South East Water

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Sunnyoaks Conveyancing Pty Ltd
E-mail: enquiries@sunnyoaks.com.au

Statement for property:
UNIT 1 LOT 1 83 MCLEOD ROAD
CARRUM 3197
1 PS 413788

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50E//09797/00392	Sarkies 26/427	24 JULY 2026	52699818

1. Statement of Fees Imposed

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

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/07/2026 to 30/09/2026	$23.06
Melbourne Water Corporation Total Service Charges	01/07/2026 to 30/09/2026	$32.64
(b) By South East Water		
Water Service Charge	01/07/2026 to 30/09/2026	$19.49
Sewerage Service Charge	01/07/2026 to 30/09/2026	$109.87
Subtotal Service Charges		$185.06
	TOTAL UNPAID BALANCE	$185.06

- The meter at the property was last read on 15/07/2026. 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***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- 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.

The Carrum Lowlands Floodplain (adjacent - flood level 1.55m AHD) is located in the vicinity of the property. For further information contact Melbourne Water on 9679-7517.

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

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

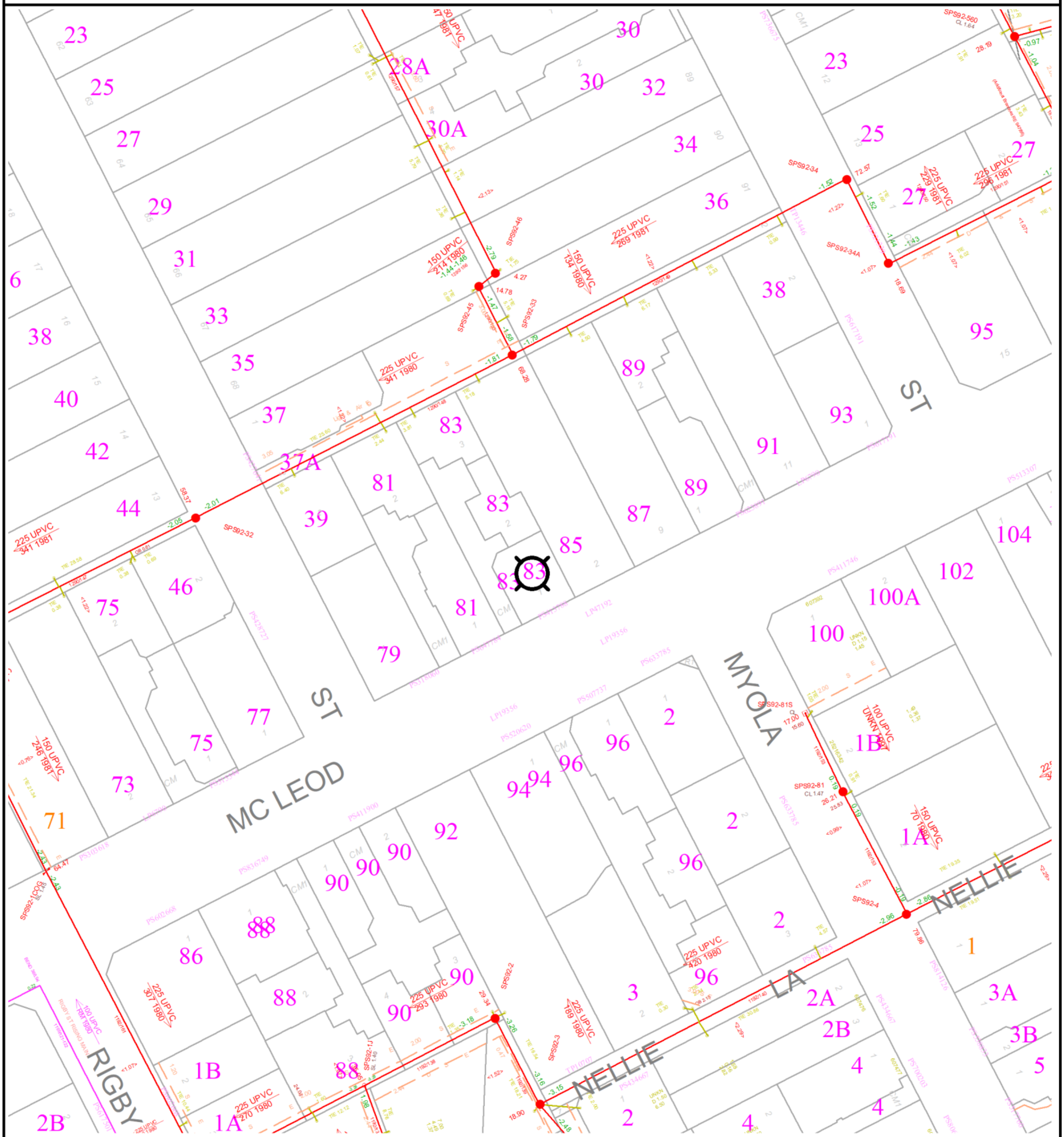
ASSET INFORMATION - SEWER & DRAINAGE

South East Water

Property: Lot 1 UNIT 1 83 MCLEOD ROAD CARRUM 3197

Case Number: 52699818

Date: 24JULY2026



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	Inspection Shaft
Easement	225 VC 280 MOR Direction of Flow	<1.0> Offset from Boundary
		Abandoned Sewer

Melbourne Water Assets

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

ASSET INFORMATION - WATER

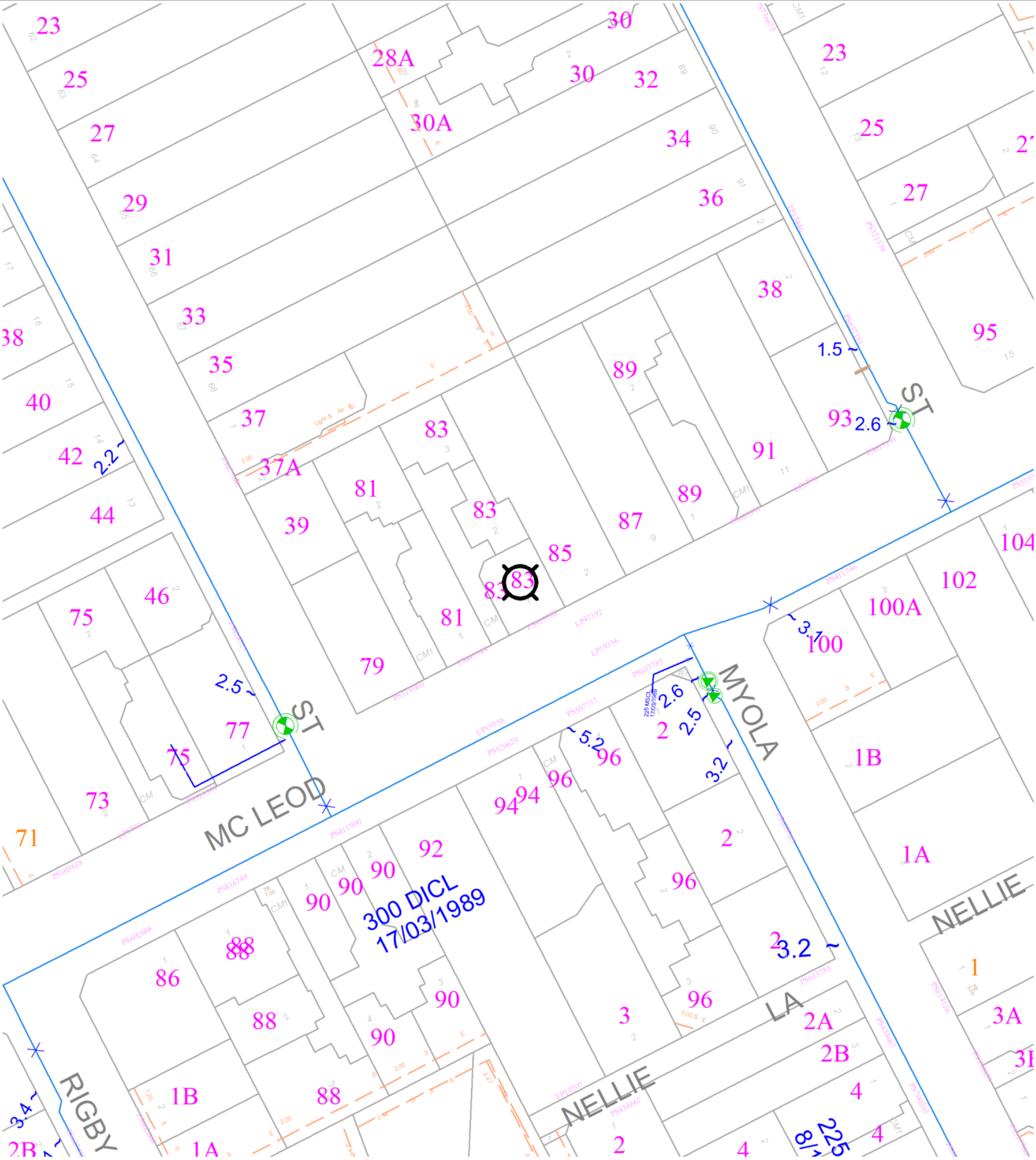
Property: Lot 1 UNIT 1 83 MCLEOD ROAD CARRUM 3197

Case Number: 52699818

Scale in Metres: 20 0 20 40

Date: 24JULY2026

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	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)

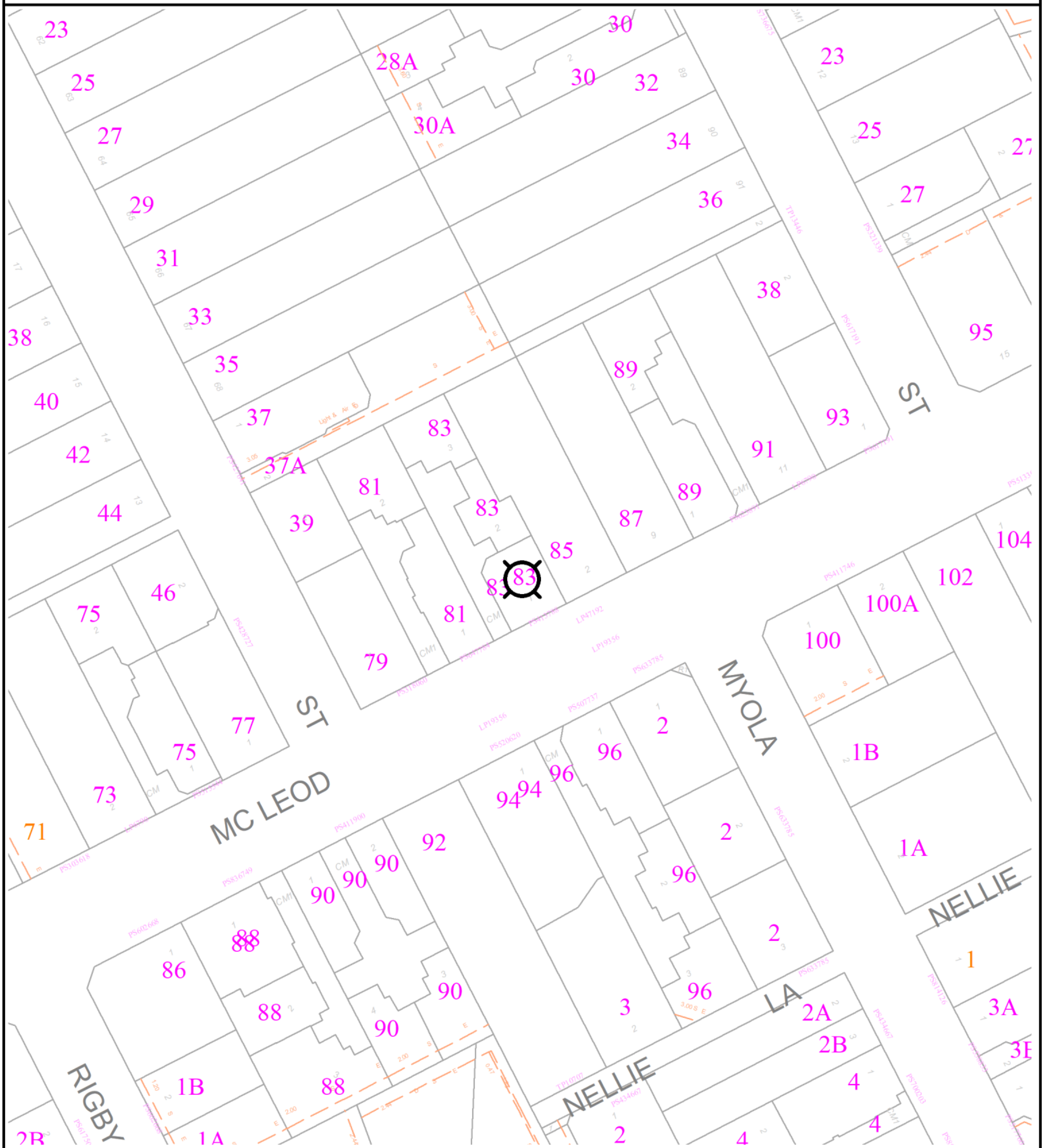
Property: Lot 1 UNIT 1 83 MCLEOD ROAD CARRUM 3197

N

Case Number: 52699818

20 0 20 40
Scale in Metres

Date: 24JULY2026



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

SUNNY OAKS CONVEYANCING

Your Reference:	SARKIES 26/427
Certificate No:	10689231
Issue Date:	28 JUL 2026
Enquiries:	ESYSPROD

Land Address: UNIT 1, 83 MCLEOD ROAD CARRUM VIC 3197

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26739302	1	413788	10365	17	$0.00

Vendor: PAMELA SARKIES

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS PAMELA YVONNE SARKIES	2026	$260,000	$0.00	$0.00	$0.00

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

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

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):	$625,000
SITE VALUE (SV):	$260,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10689231

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 = $260,000

Calculated as $975 plus ($260,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,250.00

Taxable Value = $625,000

Calculated as $625,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10689231

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: 10689231

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

SUNNY OAKS CONVEYANCING

Your Reference:	Sarkies 26/427
Certificate No:	10689231
Issue Date:	28 JUL 2026
Enquires:	ESYSPROD

Land Address: UNIT 1, 83 MCLEOD ROAD CARRUM VIC 3197

Land Id	Lot	Plan	Volume	Folio	Tax Payable
26739302	1	413788	10365	17	$0.00

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

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

CAPITAL IMPROVED VALUE:	$625,000
SITE VALUE:	$260,000
CURRENT CIPT CHARGE:	**$0.00**

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10689231

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960:*
   - a general valuation of the land;
   - a supplementary valuation of the land returned after the general valuation.

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

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
   - the date on which the land became tax reform scheme land;
   - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
   - the date on which the land will become subject to the commercial and industrial property tax.

6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).

13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.

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

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

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

SUNNY OAKS CONVEYANCING

Your Reference:	SARKIES 26/427
Certificate No:	10689231
Issue Date:	28 JUL 2026

Land Address: UNIT 1, 83 MCLEOD ROAD CARRUM VIC 3197

Lot	Plan	Volume	Folio
1	413788	10365	17

Vendor: PAMELA SARKIES

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 10689231

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: 10689230

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: 10689230

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.

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

OWNERS CORPORATION CERTIFICATE

s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018

Owners Corporation (1) Plan No. PS 413788 A

Re: **MS P Y SARKIES**

Property: **Lot 1, 83 McLEOD ROAD PATTERSON LAKES VIC 3197**

Your Ref: **OC 1/413788**

This certificate is issued for Lot 1 known as Unit No. 1 on Plan of Subdivision Plan No 413788 the postal address of which is 1 /83 McLEOD ROAD PATTERSON LAKES VIC 3197.

1. The current Administration Fund fees for the above lot are $2,367.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year. Additional Maintenance Fund Contributions fees total $100.00 per annum and are payable quarterly in advance.

2. The fees are paid up until: 30/09/2026.

3. The total of unpaid fees or charges for the lot is: Nil

4. The following special fees or levies and unpaid fees or charges have been struck: Nil

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except as outlined in the Minutes of the Annual General Meeting.
   - **A copy of the minutes of the Annual General Meeting of the Owners Corporation enclosed for your information.**

6. The Owners Corporation has the following insurance cover:

Name of Company:	Strata Community Insurance
No. of Policy:	VRSC22000360
Kind of Policy:	Residential Strata Insurance Plan
Buildings Amount:	$1,400,726.00
Legal Liability Amount:	$20,000,000.00
Buildings Covered:	ALL
Common Contents:	$14,007.00
Renewal Date:	19/01/2027

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of: -

Administration Fund	$5,374.05
Maintenance Fund	$2,850.93
TOTAL	$8,224.98

9. The Owners Corporation has no liabilities in addition to any liabilities shown above.

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following: -
    - **Management contract with MBCM Strata Specialists Frankston.**

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following: -
    - **None to our knowledge.**

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following: -

- **None to our knowledge.**

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following: -

- **None to our knowledge.**

14. The Owners Corporation has appointed a manager as follows: -

    Name MBCM Strata Specialists FRANKSTON

    Address PO BOX 542 FRANKSTON 3199

15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1) Plan of Subdivision Plan No 413788.

Dated this Twenty-fourth Day of July 2026

Jenni Maypiece (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists FRANKSTON
PO BOX 542 FRANKSTON 3199
info@frankston.mbcm.com.au

NOTE:
1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

(i) a copy of the Model Rules of the Owners Corporation.

(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.

(iii) a copy of the Minutes of the last Annual General Meeting and Managers Report.

(iv) a copy of the Interim Financial Report.

<u>THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS</u>

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

2. The information is subject to change without notice.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.

Biller Code:	96503
Biller Reference:	303681647 17069

Owners Corporation 1 Plan No : PS413788A

83 McLEOD ROAD PATTERSON LAKES 3197

01 Jan 2026 To 24 Jul 2026

Administration Fund

INTERIM FINANCIAL REPORT

AS AT 24 July 2026

		24/07/2026
RECEIPTS		
	OC Admin Fees	5,325.75
		$5,325.75
Less PAYMENTS		
	Archive Fees	60.00
	ATO Compliance Management Services	160.00
	Cladding Report	423.00
	Contractor Compliance	100.00
	Disbursements	216.00
	Insurance Premiums	2,991.98
	Management Fees In Lieu of Insurance Commission	550.00
	OC Management Fees	1,455.00
	Switchboard Safety Check	66.00
	Water	141.35
		$6,163.33
	SURPLUS (DEFICIT) FOR YEAR	$(837.58)

MEMBERS' FUNDS

AS AT 24 July 2026

CASH BOOK		
	Opening Balance	6,211.63
	Surplus (Deficit) for Year	(837.58)
	CASH AT BANK	$5,374.05
ASSETS		
	Cash At Bank	5,374.05
	Investment Account Balance	0.00
	OC Fees Owing	0.00
Less LIABILITIES		
	OC Fees paid in Advance	0.00
	ACCUMULATED FUNDS (DEFICIT)	$5,374.05

Administration Fund

BUDGET ESTIMATE

FOR YEAR ENDING 31 December 2026

Item	Actual 2026	Budget 2026
Archive Fees	$60.00	$60.00
ATO Compliance Management Services	$160.00	$80.00
Cladding Report	$423.00	$0.00
Contractor Compliance	$100.00	$100.00
Disbursements	$216.00	$255.00
Insurance Premiums	$2,991.98	$3,300.00
Management Fees In Lieu of Insurance Commission	$550.00	$550.00
OC Management Fees	$1,455.00	$1,940.00
OHS Inspections and Report	$0.00	$220.00
Repairs and Maintenance	$0.00	$500.00
Schedule 2.2 Fees	$0.00	$240.00
Switchboard Safety Check	$66.00	$0.00
Water	$141.35	$250.00
	$6,163.33	$7,495.00

Maintenance Fund

INTERIM FINANCIAL REPORT

AS AT 24 July 2026

		24/07/2026
RECEIPTS		
	Maintenance Fund Contributions	225.00
		$225.00
	SURPLUS (DEFICIT) FOR YEAR	$225.00

MEMBERS' FUNDS

AS AT 24 July 2026

CASH BOOK		
	Opening Balance	2,625.93
	Surplus (Deficit) for Year	225.00
	CASH AT BANK	$2,850.93
ASSETS		
	Cash At Bank	2,850.93
	Investment Account Balance	0.00
	OC Fees Owing	0.00
Less LIABILITIES		
	OC Fees paid in Advance	0.00
	ACCUMULATED FUNDS (DEFICIT)	$2,850.93

Maintenance Fund

BUDGET ESTIMATE

Item	Actual	Budget

FUND SUMMARY

Fund Description	Cash at Bank	Investments
Administration Fund	$5,374.05	$0.00
Maintenance Fund	$2,850.93	$0.00
	$8,224.98	$0.00

Total: **$8,224.98**

MBCM | STRATA SPECIALISTS
FRANKSTON

PO Box 542, Frankston, VIC 3199 | 4 Silkwood Rise, Carrum Downs, VIC 3201
Phone 03 9781 4200 | **Email** info@frankston.mbcm.com.au | **Website** mbcm.com.au/frankston

MINUTES OF THE ANNUAL GENERAL MEETING
3 FEBRUARY 2026 AT 4:30PM

OWNERS CORPORATION 1 PLAN NO. PS413788A
CLASSIFIED AS (TIER 4)
83 MCLEOD ROAD, PATTERSON LAKES, 3197

VENUE: VIA TEAMS
MANAGER: Jenni Maypiece

AUSTRALIAN OWNED AND OPERATED STRATA MANAGEMENT FRANCHISE:
Silove Investments Pty Ltd ACN 135 684 178 trading as MBCM Strata Specialists Frankston

MINUTES OF THE ANNUAL GENERAL MEETING

The Owners Corporation Annual General Meeting Commenced at 4:33PM.

PRESENT

Unit 1	MS P Y SARKIES
Unit 2	MR T V & MRS J A LAWSON
Unit 3	MR A L YOUNG

APOLOGIES/PROXIES

All owners present, nil apologies or proxies.

ALSO IN ATTENDANCE

Jenni Maypiece for MBCM Strata Specialists Frankston, Manager of the Owners Corporation.

RUNNING OF MEETING

Chair:	Jenni Maypiece	***All in favour***
Minutes:	Jenni Maypiece	***All in favour***

QUORUM

As at least 50% of the total votes, or total lot entitlements were represented in person or by proxy, a quorum was declared in accordance with section 77 of the Owners Corporations Act 2006. All decisions at this Annual General Meeting are legally binding on all lot owners.

ADOPTION OF REPORTS

The following resolution that was included in the manager's report was tabled: "It is resolved that the minutes of the previous Annual General Meeting were taken as read and accepted as a true record of that meeting."

All in favour

The Manager's Report previously sent with the meeting notices refers to items that resulted from the previous Annual General Meeting and throughout the year and should be read in conjunction with these minutes.

The following resolution that was included in the manager's report was tabled: "It is resolved that the managers report is taken as read and is adopted."

All in favour

STANDING RESOLUTIONS

The following resolution that was included in the manager's report was tabled: "It is resolved that the standing resolutions that were tabled in the manager's report are ratified as resolutions of the Owners Corporation and will remain in place without any further voting unless any members or the manager raises a change to any of the resolutions in the future and such changes are approved."

All in favour

REPAIRS AND MAINTENANCE

The following matters were decided upon at this meeting:

GUTTER MAINTENANCE

The following motion that was included in the manager's report was tabled as a standing resolution: "It is resolved that the maintenance of gutters and downpipes to units is an individual owner's responsibility and should be attended to regularly to ensure that water is evacuated properly and does not cause flooding and resultant water damage to the interior of any units."

All in favour

GROUND MAINTENANCE

See standing resolutions for the resolution that has been made in relation to ground maintenance.

MAINTENANCE PLANS

See standing resolutions for the resolution that has been made in relation to maintenance plans.

GATE INSTALLATION

Owners reviewed this quickly at the meeting and it was resolved that this has been taken off the table, and no further discussions required.

All in favour

FENCE

The fence along the driveway is in need of some repairs, there is a large build up of soil and the like from the neighboring property that has damaged the fence by pushing against it. It is possible that the fence needs some heavy duty sleepers along the bottom to reinforce it against this soil.

It was resolved that the Manager would seek a quote for the repairs of the fence, and the possible installation of a retaining wall along the bottom. Further to this, it was resolved that the Manager start the process for a Notice to Fence with the neighbours. It was discussed that they ought to pay for the costs of the retaining wall, as it is their dirt that needs to be contained.

Aaron will be the onsite for any quotes.

All in favour

WATER

The water bills at the property are steadily increasing, and owners are unsure which taps are connected to the common water meter. It was resolved that onsite owners would conduct a leak detection test, as per SE Water suggestions and report back with any issues to the Manager. Following this, it is likely that owners will discuss capping off the common property water. The Manager will send the link for SE Water leak tests following the meeting.

All in favour

RULES, GRIEVANCES AND DISPUTES

APPOINTMENT OF GRIEVANCE COMMITTEE

See standing resolutions for the dispute resolution process.

No new matters were raised at the meeting.

OCCUPATIONAL HEALTH & SAFETY

CONTRACTOR MANAGEMENT

See standing resolutions for the resolution that has been made in relation to contractor management.

There have been no significant changes since the previous Annual General Meeting to the procedures used by MBCM Strata Specialists Frankston for contractor management.

SAFETY INSPECTION

See standing resolutions for the resolution that has been made in relation to safety inspections.

No new OH&S matters were reported and no changes impacting the common property have been made. Owners are to keep vigilant for any changes to the property that might be a safety hazard.

All in favour

SWITCHBOARD SAFETY CHECK

See standing resolutions for the resolution that has been made in relation to RCD and switchboard safety checks.

ASBESTOS MANAGEMENT

See standing resolutions for the resolution that has been made in relation to asbestos management.

ESSENTIAL SAFETY MEASURES

See standing resolutions for the resolution that has been made in relation to Essential Safety Measures.

INSURANCE

MANAGER'S PROFESSIONAL INDEMNITY INSURANCE

The Manager holds $5m of professional indemnity insurance with Chubb. Policy number is MPI0055312 and expires on 31/03/2026.

OWNERS CORPORATION INSURANCE DETAILS FOR YOUR RECORDS

Insurance Company: Strata Community Insurance Building Sum Insured: $1,400,726 Renewal Date: 19/01/2027	Policy No: VRSC22000360 Public Risk Cover: $20,000,000 Excess: $5,000 Storm & Rainwater $5,000 Water Damage and/or Burst Pipes $1,000 Legal Defence Expenses and 10% Contribution Flood Cover: Not Included

BREAKDOWN OF INSURANCE COSTS FOR YOUR RECORDS

Itemised Insurance Costs	
1. Base premium gross (includes commission if applicable)	$ 2,349.15
2. ESL or FSL (Emergency Services Levy, or Fire Services Levy)	$ 0.00
3. Stamp Duty	$ 209.91
4. Insurer Admin Fee	$ 180.00
5. Broker Fee	$ 0.00
6. GST – all items	$ 252.92
Total insurance costs including GST	**$ 2,991.98**

Broker Insurance Remuneration	
7. Broker commission (included within the base premium) including GST	$ 0.00
8. Broker fee including GST	$ 0.00
Total broker remuneration (fee + commission) including GST	**$ 0.00**

Strata Manager Remuneration	
9. Total Strata manager commission (included within the base premium) including GST	$ 0.00

FINANCIAL SERVICE DECLARATION

"MBCM Strata Specialists Frankston, the Manager, is an authorised representative of CHU Underwriting Agencies P/L and Whitbread Insurance Brokers P/L and a distributer for Strata Community Insurance.

The Manager is qualified to give factual information and general advice only about insurance with CHU Underwriting Agencies P/L and Whitbread Insurance Brokers P/L and factual information only about insurance with Strata Community Insurance, which does not take into account the members' personal circumstances. The Manager cannot give personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor.

If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal).

Before making a decision to purchase that insurance the Owners Corporation should read the Financial Services Guide and the Product Disclosure Statement which have previously been supplied to the Owners Corporation and were offered to Owners at the meeting. MBCM Strata Specialists Frankston receives a commission from the insurance company which is disclosed in the financial services guide and in the manager's report."

A copy of the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) are available for download from the MBCM Strata Specialists website https://mbcm.com.au/FAQs/Faq-Detail?id=1149.

INSURANCE COMMISSIONS

See standing resolutions for the resolution that has been made in relation to Insurance Commissions.

POLICY DOESN'T COVER CONTENTS

Owners are reminded that the Owners Corporation insurance DOES NOT cover contents or personal Public Liability inside the Units. Each owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

Please be advised that the Lot Owners' Contents is generally not covered as per the Strata Community Insurance Product Disclosure statement:

- built-in or freestanding appliances such as dishwashers, washing machines and dryers;
- computers, electronic and electrical equipment, garden equipment;
- Lot Owners' business and personal effects, furniture and furnishings;
- Carpets and floor rugs (dependent on policy).

Please refer to the Product Disclosure Statement for more information about what is and is not covered under the terms of the policy. If you have any questions regarding what is and is not covered please email the Manager and this will be passed onto the insurer and/or broker to obtain more information about this matter.

Owners are requested to notify the Manager of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised and disclosure requirements are complied with.

LEVEL OF BUILDING REINSTATEMENT COVER

See standing resolutions for the resolution that has been made in relation to the level of building reinstatement cover.

BUILDING FAÇADE REPORT

The following motion that was included in the manager's report was tabled as a standing resolution: "It is resolved that the Owners Corporation obtains a building facade report for insurance purposes."

All in favour

POLICY RENEWAL

See standing resolutions for the resolution that has been made in relation to policy renewal.

FLOOD COVER

The following motion that was included in the manager's report was tabled as a standing resolution: "The Owners Corporation resolves to seek quotes for insurance that exclude flood cover, if these terms are available for the property. When selecting an insurer if flood cover is included because the insurer will not exclude such cover then the selection will be price based with no consideration of the provision of the flood cover."

All in favour

PUBLIC LIABILITY

See standing resolutions for the resolution that has been made in relation to public liability cover.

EXCESS

See standing resolutions for the resolution that has been made in relation to insurance excess payments.

OWNERS CORPORATION MANAGEMENT

See standing resolutions for the resolution that has been made in relation to Owners Corporation Management.

DELEGATION OF POWERS TO THE MANAGER

See standing resolutions for the resolution that has been made in relation to the delegation of powers to the Manager.

RESOLUTION AT GENERAL MEETING

See standing resolutions for the resolution that has been made in relation to the appointment or removal of a manager.

ELECTION OF COMMITTEE

It was resolved that the existing Committee will continue to hold office.

All in favour

DELEGATION OF POWERS TO THE COMMITTEE

See standing resolutions for the resolution that has been made in relation to the delegation of powers to the Committee.

APPOINTMENT OF CHAIRPERSON OF THE OWNERS CORPORATION

Aaron Young was nominated as chairperson and duly elected unopposed.

All in favour

APPOINTMENT OF SECRETARY OF THE OWNERS CORPORATION

There being no nominations, this position is to remain vacant. The Owners Corporation Manager will fill this position as required.

All in favour

APPOINTMENT OF PUBLIC OFFICER

The Australian Taxation Office (ATO) requires the Owners Corporation to appoint a Public Officer as a primary contact for tax affairs such as record keeping and submitting tax returns.

A public officer must be an individual who meets all the following criteria:

- They are 18 years old or over.
- They ordinarily live in Australia.
- They understand the nature of the appointment.

The public officer must be:

- recorded as the public officer for the entity on ATO systems
- able to establish their identity at contact.

Anton Silove or Alex Wolf from MBCM Strata Specialists Frankston can fill this position if required. Please be advised that performing the duties under this appointment will be considered an additional service for members, charged at the standard hourly rate.

See standing resolutions for the resolution that has been made in relation to the appointment of a Public Officer.

USE OF COMMON SEAL

The OC Amendments Act 2021 has changed the use of a common seal which is no longer required if so resolved.

See standing resolutions for the resolution that has been made in relation to the use of the common seal.

FEE COLLECTION PROCEDURE

See standing resolutions for the resolution that has been made in relation to the Fee Collection Procedure.

FINANCIAL REPORT

INCOME AND EXPENDITURE STATEMENT

The Income and Expenditure Statement and Balance Sheet, that was sent with the meeting notices, was adopted as a true record of the transactions of the Owners Corporation for the year ending 31/12/2025.

All in favour

BUDGET

The following changes to the proposed budget were agreed:

- Gutter Cleaning was removed

It was resolved to set the budget as follows:

- Administration Fund - $ 7,495.00 pa
- Maintenance Fund - $ 300.00 pa

All in favour

SERVICE FEES

It was resolved to retain the service fees as follows:

- Administration Fund - $ 7,101.00 pa ($ 591.75 per unit, per quarter)
- Maintenance Fund - $ 300.00 pa ($ 25.00 per unit, per quarter)

All in favour

Service fees are payable quarterly in advance and are next due on the first day of April 2026.

Building Façade Report: The cost of this has not been included in the budget. Existing funds will be used to cover this cost.

All in favour

CASH FLOW

Cash flow is considered sufficient to meet the operational needs of the Owners Corporation.

PROCUREMENT

MBCM Strata Specialists Frankston takes pride in seeking good value for our clients. We have spent years cultivating relationships with contractors who are able to consistently deliver what our clients have told us they want: integrity, honesty, responsiveness, good communication, fair pricing, good quality workmanship and pride in what they do. Pride means doing their best to deliver well and that if they don't get something right, they will do their best to rectify and improve. In a majority of cases this is all delivered. We actively promote this through reviews with contractors and annual contractor awards where the winners are selected for demonstrating these values.

Overall best value is often delivered by engaging a trusted contractor and we will continue to procure on this basis. Where works or services are not being carried out on an hourly basis and are going to cost over $2,500 or if a quote from a regular contractor does look high then the OC will go to market. For quotes over about $15,000 (depending on the work) if the two quotes received are not within 20% of each other, then a third will be sought. For more significant work over $50,000 three quotes will be sought.

The current resolution of the Owners Corporation for procurement of insurance involves regular market reviews.

Our view is that, based on many years of experience, this represents a good approach to ensure that we procure goods and services, at competitive prices and terms in compliance with the manager's duty.

See standing resolutions for the resolution that has been made in relation to procurement.

OTHER BUSINESS

DATE OF NEXT MEETING

The next AGM will be held on Tuesday, 2 February 2027 at 4:30pm VIA TEAMS, ONLINE.

Note: Meeting details are subject to confirmation of date on the agenda papers.

As there was no further business, the meeting closed at 5:15 PM.

Meeting Chairperson
Jenni Maypiece
MBCM Strata Specialists Frankston

STANDING RESOLUTIONS

The following are the standing resolutions of the Owners Corporation which remain in place from year to year unless the Owners Corporation resolves to change them:

Item	Resolution
Maintenance of Gutters and Downpipes	It was resolved at the 2026 Annual General Meeting that the maintenance of gutters and downpipes to units is an individual owner's responsibility and should be attended to regularly to ensure that water is evacuated properly and does not cause flooding and resultant water damage to the interior of any units.
Ground Maintenance	It was resolved at the 2025 Annual General Meeting that Owners would self-manage the ground maintenance.
Maintenance Plan	It was resolved at the 2018 Annual General Meeting not to obtain a maintenance plan. This motion will not be tabled again unless a proposal is received by an owner requesting otherwise, in which case the proposal will be considered and decided upon at the meeting.
Grievance Committee	It was resolved at the 2021 Annual General Meeting that the Owners Corporation Manager would be the convenor of the Grievance Committee. The Grievance Committee will consist of any available members of the Committee if there is one or, where there is no Committee, any available members of the Owners Corporation. Note: the Owners Corporation Manager will only attend to these matters in business hours.
Contractor Management	It was resolved at the 2020 Annual General Meeting that the Owners Corporation accepts the procedures that MBCM Strata Specialists Frankston is using for the management of contractors as the procedures of the Owners Corporation.
Safety Inspection	It was resolved at the 2020 Annual General Meeting that every five years would be a suitable frequency to conduct a professional safety inspection. This was last conducted in March 2021. The next one is due in March 2026.
RCD/Switchboard Safety Check	It was resolved at the 2020 Annual General Meeting that every two years would be a suitable frequency to conduct a switchboard safety check and RCD test. This was carried out in March 2024 and is next due in March 2026.
Asbestos Management	It was resolved at the 2017 Annual General Meeting not to conduct an asbestos survey of the common property after being made aware of the associated risks, and against the strong advice of the Manager. This motion will not be tabled again unless a proposal is received by an owner requesting otherwise, in which case the proposal will be considered and decided upon at the meeting.
Essential Safety Measures	There are no known essential safety measures to be maintained at this property.
Insurance Commissions	It was resolved at the 2024 Annual General Meeting that the budget will be adjusted to remove insurance commission (reducing the insurance amount) and to introduce a new budget line item called "Management Fees (In lieu of Commission)" which will change at the same rate as management fees in future years. It is further resolved to amend the management contract to reflect the change.
Level of Building Reinstatement Cover	It was resolved at the 2018 Annual General Meeting that the Owners Corporation obtains an insurance valuation and alters the building sum insured to the level advised by the valuer and in subsequent years changes the building sum insured annually to the level suggested by the insurer until the next valuation.

	It was resolved at the 2018 Annual General Meeting that subsequent insurance valuations be obtained every five years. The last one was obtained in April 2023. The next one is due in April 2028.
Policy Renewal	It was resolved at the 2021 Annual General Meeting that the Owners Corporation seeks comparison quotes for insurance from providers of comparable policies, based on the agreed level of cover and places cover with the most competitive insurer at renewal. Policies that are currently comparable are CHU, SUU, Longitude and SCI and the Owners Corporation may update these at the AGM prior to the next review. In-between quotations the existing policy will be left in place unless held by a broker in which case the policy will be placed with the provider that is recommended by the broker until such a time as comparison quotes for insurance are next sought. It was further resolved at the 2021 Annual General Meeting that the Owners Corporation seeks subsequent comparison quotes for insurance every three years. These were last obtained in January 2024. The next one is due in January 2027.
Flood Cover	It was resolved at the 2026 Annual General Meeting that the Owners Corporation resolves to seek quotes for insurance that exclude flood cover, if these terms are available for the property. When selecting an insurer if flood cover is included because the insurer will not exclude such cover then the selection will be price based with no consideration of the provision of the flood cover.
Public Liability Cover	It was resolved at the 2017 Annual General Meeting that the Owners Corporation set the Public Liability cover at $20,000,000.
Insurance Excess	It was resolved at the 2020 Annual General Meeting that the excess payment attached to any claim is payable by the Unit Owner making the claim if the cause of the claim arose from within the unit or from outside the common property. If the cause is from common property then the excess will be met by the Owners Corporation.
Owners Corporation Management	It was resolved at the 2025 Annual General Meeting to reappoint MBCM Strata Specialists Frankston as the Owners Corporation manager for a 3-year term as per the terms of the contract of appointment in accordance with Section 119 of the Owners Corporations Act 2006. The contract expires on 24/02/2028.
Appointment of Public Officer	It was resolved at the 2025 Annual General Meeting that Anton Silove is appointed as the Public Officer for the Owners Corporation, effective immediately. It is further resolved that the Public Officer is authorised to perform all necessary duties required by law and this appointment will remain in place until such a time as the Owners Corporation decides otherwise or the Public Officer resigns from the appointment.
Matters to be determined only by ordinary resolution at a General Meeting	It was resolved at the 2020 Annual General Meeting that the appointment or removal of a Manager may be determined only by ordinary resolution of the Owners Corporation at a general meeting.

<table>
<tr><td>Fee Collection procedure</td><td>It was resolved at the 2025 Annual General Meeting to accept the fee collection procedure listed below and for the administration charge to be updated from time to time (currently $66);

a. interest will be charged against the member once fees become 28 days overdue. Interest will be charged from the due date at the penalty interest rate.

b. an administration charge is to be charged by the Owners Corporation Manager to handle the payment of fees that become 56 days overdue.

c. the Owners Corporation may recover, as a debt due from the lot owner or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2018 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due.

d. the Owners Corporation may commence debt recovery proceedings to recover money owed to the Owners Corporation in any court of competent jurisdiction or Tribunal as a debt due to the Owners Corporation including for the purpose of bankruptcy or winding up of a company and may levy special fees to cover the legal fees if required.</td></tr>
<tr><td>Delegation of powers to the Committee</td><td>It was resolved at the 2021 Annual General Meeting that the Owners Corporation delegates to the Committee of the Owners Corporation the powers and functions of the Owners Corporation under section 11 of the Owners Corporations Act 2006 except:

a) a power or function requiring a unanimous resolution or a special resolution; or
b) giving notice of an annual general meeting; or
c) the power to remove the committee or officer of the Owners Corporation; or
d) the power or function to terminate a Manager’s Appointment unless so resolved at a general meeting of the Owners Corporation.
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.</td></tr>
<tr><td>Delegation of powers to the Manager</td><td>It was resolved at the 2025 Annual General Meeting that the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

The Owners Corporation Manager is delegated the authority, in the absence of a committee decision, to:
• Levy special fees and charges necessary to address any funding shortfalls;
• Raise work requests for contractors to carry out common property repairs and maintenance up to a value of $1,000.</td></tr>
</table>

	• Determine the appropriate jurisdiction for debt recovery proceedings on a case-by-case basis and initiate such proceedings as they see fit. Such proceedings may include issuing a letter of demand prior to filing the matter at Court or the Tribunal
Use of the Common Seal	It was resolved at the 2022 Annual General Meeting that a common seal will no longer be used by the Owners Corporation.
Procurement	It was resolved at the 2022 Annual General Meeting that the Owners Corporation accepts the procurement practices adopted by MBCM Strata Specialists Frankston as being acceptable practices to ensure that goods and services are procured at competitive prices and terms.

MBCM | STRATA SPECIALISTS
FRANKSTON

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MANAGERS REPORT FOR THE FINANCIAL YEAR ENDING 31/12/2025

OWNERS CORPORATION 1 PLAN NO. PS413788A
CLASSIFIED AS (TIER 4)
83 MCLEOD ROAD, PATTERSON LAKES, 3197

MANAGER: Jenni Maypiece

INTRODUCTION

PREAMBLE

The Importance of attending your Annual General Meeting

It is essential that you make every effort to attend your Annual General Meeting so that you can be involved in decisions relating to your property. This is the one time of the year when every owner has an opportunity to meet as a community to discuss challenges, maintenance, improvements, required adjustments and resolutions. It is also the time to review expenditures and plan your budget for the coming year. If for some reason you are unable to attend, you have the option to appoint someone to represent you as a proxy such as a family member, another Owner or your Owners Corporation Manager.

Meeting Ground Rules

All meeting participants will speak and listen respectfully to one another, refrain from side conversations, make sure every voice is heard, speak one at a time, keep to the agenda, start and end on time, bring their humor and levity.

Financial Statements

Queries regarding the financial statements must be submitted to the Manager no less than 72 hours prior to the meeting. Any queries not submitted in this time frame may not be addressed during the meeting.

General Business

General business items for discussion must be submitted to the manager no less than 72 hours prior to the meeting. Any items not received by the manager in this time frame may not be addressed during the meeting.

ADOPTION OF REPORTS

The following motion will be tabled at the meeting: "It is resolved that the minutes of the previous Annual General Meeting were taken as read and accepted as a true record of that meeting."

The following motion will be tabled at the meeting: "It is resolved that the managers report is taken as read and is adopted."

STANDING RESOLUTIONS

Please refer to the table at the end of the report for the standing resolutions of the Owners Corporation. It is important to check these resolutions as Members will be asked to ratify these at the Annual General Meeting. If, at the meeting, a proposal is received by an owner to change them, the proposal will be considered and decided upon at the meeting.

The following motion will be tabled at the meeting: "It is resolved that the standing resolutions that were tabled in the manager's report are ratified as resolutions of the Owners Corporation and will remain in place without any further voting unless any members or the manager raises a change to any of the resolutions in the future and such changes are approved."

Items the Committee has the authority to deal with in-between Annual General Meetings (for example: making a decision on a change of appearance application) will not be discussed at the meeting.

REPAIRS AND MAINTENANCE

GENERAL REPAIRS AND MAINTENANCE

Refer to the financial report for maintenance items completed throughout the year.

GUTTER MAINTENANCE

While the current contractors were onsite cleaning the gutters in 2025, they spoke with Aaron Young in relation to the frequency of the gutter cleaning. Currently, the gutters are being cleaned annually, and based upon the report provided, there doesn't appear to be excessive build up in the gutters. Based upon this, the gutters and their cleaning frequency have been reviewed. A quick review of the Plan of Subdivision, shows that the gutters are private property and the maintenance of these ought to be managed directly by owners. This has been previously managed by the OC and the Manager. If owners would like to continue with the OC Managing the gutter cleaning, the below special resolution will be tabled at the meeting. If owners would like to self-manage the gutter cleaning, either individually or as a collective, the Manager can assist with providing contact details for the current contractors. This will be discussed along with the frequency of cleaning, at the meeting.

The following Special Resolution will be tabled as a standing resolution at the meeting: "We the owners of the Owners Corporation 413788A conduct the following Ballot pursuant to Part 4 Division 5 & 7 of the Owners Corporations Act 2006 Act No. 69/2006"

Proposed Special Resolution: "The members resolve that the Owners Corporation 413778A shall provide a service to members within the meaning of section 12 of the Owners Corporations Act 2006, by cleaning gutters once a year and be funded by a special levy. This is an opt-in service. The arranging and coordination of the gutter cleaning is an additional service provided by the Manager to the members at an hourly rate, in accordance with the contract of appointment of the Manager. Management costs are also on-charged to the owners who opt in."

If a vote in favour of a matter requiring a special resolution is at least 50% of the total votes for all lots affected by the Owners Corporation and the vote against the resolution is not more than 25% of those votes, the resolution is to be taken to be passed as an interim special resolution.

This interim special resolution will become a special resolution at the end of 29 days after it is passed unless lot owners who hold more than 25% of the total votes for all the lots affected by the Owners Corporation, petition the secretary against the resolution.

Should the ballot pass, this item will become an enduring resolution for the next meeting.

GROUND MAINTENANCE

See standing resolutions for the resolution that has been made in relation to ground maintenance.

MAINTENANCE PLAN

See standing resolutions for the resolution that has been made in relation to a maintenance plan.

LAND VICTORIA PLAN OF SUBDIVISION AMENDMENTS

Land Victoria has been systematically reviewing all registered Plans of Subdivision in Victoria. Part of this initiative has focused on clarifying previously ambiguous wording or details within the Legend of each plan – the Legend is relied upon to determine common and private property responsibilities.

The review process has now concluded and an updated Plan of Subdivision for your property has been obtained at the cost of $22.33. It is critical that the Owners Corporation and individual lot owners are aware of any changes.

Lot owners should review the new Plan of Subdivision to ensure there are no changes that impact you. The Manager has reviewed your new Plan of Subdivision, no changes to the existing Plan have been observed.

A copy of the updated Plan of Subdivision is enclosed with the notice of meeting for your reference, unless you receive correspondence by post, in which case please contact our office to request a copy.

FLEXI HOSE MAINTENANCE

Many homes/units have flexi hoses connected to taps in the kitchen, bathroom and other areas. These hoses have a limited lifespan. To avoid the unpleasant situation of internal flooding, Owners are encouraged to replace any flexi hoses at their premises approximately every 5 years. This should be carried out by a qualified plumber. Burst flexi hoses can not only cause serious damage to your building and personal property but can also lead to costly insurance claims which can result in an increase to the building insurance premium, and excess for water related claims.

GATE INSTALLATION

Due to some recent parcel thefts, and a car break in, there was a proposal to explore a gate installation, for increased security and possible increased value for all properties. A tentative quote was sought, the estimated cost was $11,596.61. It is understood that this falls outside the desired spending of the owners, however, this can be tabled for discussion at the meeting if owners would like to discuss this further.

BALLOTS

No ballots were conducted throughout the year.

RULES, GRIEVANCES AND DISPUTES

APPOINTMENT OF GRIEVANCE COMMITTEE

See standing resolutions for the resolution that has been made in relation to the appointment of a Grievance Committee.

DISPUTES

During the last financial year, no matters were reported under Part 10 of the Act and no applications were made to VCAT.

All owners are reminded that it is their responsibility to ensure all tenants and agents are provided with a copy of the Rules which are available on request from our office. All owners and tenants including their invitees are bound by the Rules.

OCCUPATIONAL HEALTH & SAFETY

There have been no incidents to report this year.

CONTRACTOR MANAGEMENT

See standing resolutions for the resolution that has been made in relation to contractor management.

There have been no significant changes since the last Annual General Meeting to the procedures used by MBCM Strata Specialists Frankston for Contractor Management.

HAZARDS

Members are reminded that they share a “Duty of Care” to inspect the Common Property on a regular basis and report any potential hazards to MBCM Strata Specialists Frankston for attention.

OIL SPILLS

Members are reminded to ensure that any oil spills / leaks from cars are removed immediately to reduce any likelihood of an incident arising leading to litigation.

SAFETY INSPECTION

The Manager recommends that a professional safety inspection be conducted to identify any potential hazards on the common property that need to be attended to and to ensure that the property is a safe place of work for contractors and volunteers and safe for visitors. It is advised that a lay person’s impression is not considered to be adequate when assessing a property for hazards. A professional inspection should be done at a suitable frequency to ensure that the property remains a safe place. Between professional inspections the owners must regularly inspect the property for hazards themselves that may have arisen.

See standing resolutions for the resolution that has been made in relation to safety inspections.

It is important that owners are vigilant for changes to the property that occur that might impact safety such as a trip hazard appearing and have these dealt with quickly. An official OH&S Inspection is due at the property in March 2026.

SWITCHBOARD SAFETY CHECK

See standing resolutions for the resolution that has been made in relation to RCD and switchboard safety checks.

ASBESTOS MANAGEMENT

See standing resolutions for the resolution that has been made in relation to asbestos.

IMPORTANT: Asbestos surveys are carried out only on the common property, not private property. It is therefore recommended that owners obtain their own advice from a suitably qualified person before undertaking any renovation or maintenance work on their unit.

ESSENTIAL SAFETY MEASURES

It is a legal requirement that Essential Safety Measures are tested/inspected in accordance with the relevant Australian Standard to ensure that they operate satisfactorily in the case of a fire or emergency. This also includes the frequency in which an individual Essential Safety Measure is to be tested.

An Essential Safety Measure could include, but is not limited to:

- Fire Hose Reels
- Emergency and Exit Lighting
- Portable Fire Equipment
- Fire Indicator Panels (FIP)

Building occupiers have an obligation to ensure all exits and paths of travel to exits are kept readily accessible, functional and clear of obstructions. Building owners, or agents/property managers acting on behalf of building owners, must ensure that an essential safety measure is maintained so that it operates satisfactorily. The owner must also keep records of maintenance checks, safety measures and repair work so a municipal building surveyor or chief officer of the fire brigade can inspect them.

See standing resolutions for the resolution that has been made in relation to Essential Safety Measures.

INSURANCE

MANAGER'S PROFESSIONAL INDEMNITY INSURANCE

The Manager holds $5.0m of professional indemnity insurance.

OWNERS CORPORATION INSURANCE DETAILS FOR YOUR RECORDS

Insurance Company: SCI Building Sum Insured: $1,334,025 Renewal Date: 19/01/2026	Policy No: VRSC22000360 Public Risk Cover: $20,000,000 Excess: $1,000 each claim & $2,000 for Storm and Rainwater and $1,000 Legal Defence Expenses and 10% Contribution

BREAKDOWN OF INSURANCE COSTS FOR YOUR RECORDS

Itemised Insurance Costs	
1. Base premium gross (includes commission if applicable)	$ 1,967.45
2. ESL or FSL (Emergency Services Levy, or Fire Services Levy)	$ 0.00
3. Stamp Duty	$ 196.37
4. Insurer Admin Fee	$ 180.00
5. Broker Fee	$ 0.00
6. GST – all items	$ 214.74
Total insurance costs including GST	**$ 2,558.56**

Broker Insurance Remuneration	
7. Broker commission (included within the base premium) including GST	$ 0.00
8. Broker fee including GST	$ 0.00
Total broker remuneration (fee + commission) including GST	**$ 0.00**

Strata Manager Remuneration	
9. Total Strata manager commission (included within the base premium) including GST	$ 0.00

INSURANCE CLAIMS

U1 WATER LEAK – Finalized

BUILDING INSURANCE

MBCM Strata Specialists Frankston advise that the Owners Corporations Act 2006 (s.59) requires:

(1) An Owners Corporation must take out reinstatement and replacement insurance for all buildings on the common property in accordance with this Division.

(2) The insurance required under sub-section (1) is insurance for damage to property under which the Owners Corporation insures for -

a) the cost necessary to replace, repair or rebuild the property to a condition substantially the same, but not better or more extensive than its condition when new;
b) the payment of expenses necessarily and reasonably incurred in the removal of debris and the remuneration of architects and other persons whose services are necessary, being incidental to the replacement, repair or rebuilding of the damaged property.

INSURANCE COMMISSIONS

See standing resolutions for the resolution that has been made in relation to insurance commissions.

LEVEL OF BUILDING REINSTATEMENT COVER

See standing resolutions for the resolution that has been made in relation to the level of building reinstatement cover.

BUILDING FAÇADE REPORT

Prior to issuing insurance quotations, insurers often require detailed information about the materials used on the exterior of the property and the percentage of the building each material covers.

In cases where this information is not readily available, it is advisable to commission a preliminary building facade report. This report can help prevent insurers from declining to provide a quote or assigning a higher risk rating to the property, which may otherwise result in increased insurance premiums.

While the preliminary report does not determine the composition or combustibility of any cladding identified, it is generally sufficient to meet the requirements of most insurers. If more detailed examination is required, additional costs would apply to obtain what is called a 'materials assessment report'. The current cost of a preliminary report is $425.00. The additional cost to obtain a materials assessment report can be $2,000+ (depending on the building) which is why Owners Corporations often seek the more cost-effective preliminary report first.

The following motion will be tabled at the meeting: "It is resolved that the Owners Corporation obtains a building facade report for insurance purposes."

POLICY RENEWAL

See standing resolutions for the resolution that has been made in relation to the policy renewal.

FLOOD COVER

Your current strata insurance policy does not include flood cover. As defined by the Insurance Council of Australia the standard definition of flood in Australia is:

"The covering of normally dry land by water that has escaped or been released from the normal confines of:

- any lake, or any river, creek or other natural watercourse, whether or not altered or modified; or
- any reservoir, canal, or dam."

Not all insurance providers offer flood cover, and those that do typically limit coverage to properties that fall within their acceptable risk profile. Additionally, flood cover often results in a higher premium. For specific definitions and details regarding flood cover, please refer to your Product Disclosure Statement.

When your owners corporation seeks quotes from alternate providers it can be problematic choosing a policy if some include flood cover and some don't if the Committee is not making the choice at the time the policies are provided.

The following motion will be tabled as a standing resolution at the meeting: "The Owners Corporation resolves to seek quotes for insurance that exclude flood cover, if these terms are available for the property. When selecting an insurer if flood cover is included because the insurer will not exclude such cover then the selection will be price based with no consideration of the provision of the flood cover."

PUBLIC LIABILITY

See standing resolutions for the resolution that has been made in relation to public liability cover.

Public liability cover complies with the legal minimum under Part 3, Division 6, s 60 of the Act and will be left at its existing amount unless any members propose to change it, in which case the proposal submitted by the owner will be considered and decided upon at the meeting.

SMOKE ALARMS

All residential buildings and some commercial buildings (if specified on the certificate of occupancy) are required to have smoke alarms, combining both smoke detection and alarm facilities in a single unit, installed. Smoke alarms are required to be in working order at all times. In the case of battery-operated smoke alarms, the battery (9 volt) should be replaced every six months. We suggest a good time would be at the start and finish of daylight saving.

EXCESS

See standing resolutions for the resolution that has been made in relation to insurance excess.

OWNERS CORPORATION MANAGEMENT

CONTRACT RENEWAL

See standing resolutions for the resolution that has been made in relation to Owners Corporation Management.

MBCM Strata Specialists Frankston prides itself on being a strata specialist providing excellent service to local Owners Corporations. Our aim is to uphold and improve on the wealth that our clients hold in their properties whether they are a homeowner who wants the property to be a good place to live, an investor who wants to attract good, long-term tenants and high rental income or a seller who would like the property to achieve its optimum sale price.

To ensure the best possible service, MBCM Strata Specialists Frankston employs a team of professional and dedicated strata managers who are Caroline Jeanes, Jenny Moore, Dianne Astwood, Jenni Maypiece, Hollie Cassini, Alex Wolf and Anton Silove. Each Owners Corporation has a main contact, plus additional support and expertise can be provided by the other Managers and the wider MBCM Strata Specialists franchise network. Supporting Managers is a portfolio assistant and experienced administration team consisting of Sherrin Kelly, Paul Rogers, Kelly Dalzell, Jane Jamieson, Tracy Beauchamp, Kym Dennemoser, Brooke Baskin, Roxanne Bartolazo, Zalie Parba, Jennifer Gomez, Shakaira Okumura and Jascint Almirol. Our team is dedicated to providing excellent customer service, working with integrity, being active in our local community, respectful in our dealings with people, talking straight (say it the way it is and deal with the facts) and going the extra mile.

DELEGATION OF POWERS TO THE MANAGER

See standing resolutions for the resolution that has been made in relation to the delegation of powers to the Manager.

RESOLUTION AT GENERAL MEETING

See standing resolutions for the resolution that has been made in relation to the appointment or removal of a Manager.

DISCLOSURE OF COMMISSIONS, PAYMENTS OR OTHER BENEFITS

Name of company/supplier	Details of beneficial relationship
CHU Underwriting Agencies Pty Ltd	Executive Education
Strata Community Insurance Agencies Pty Ltd	Executive Education
AGL	$30 paid to MBCM Strata Specialists Franchisor per Owners Corporation which signs up to an AGL electricity or gas plan. $20 paid to the MBCM Strata Specialists centralised marketing fund per Owners Corporation which signs up to an AGL electricity or gas plan.
Sponsors of Strata Community Australia	Sponsors may fund events provided by the SCA which may reduce event costs
MBCM Strata Specialists Franchisor	Sponsors may fund events provided by the MBCM Strata Specialists Franchisor which may reduce event costs

ELECTION OF COMMITTEE & OFFICE BEARERS

The Manager encourages the Owners Corporation to form a Committee. The Committee can determine almost all matters that may be decided by ordinary resolutions of the Owners Corporation throughout the year. With a Committee, unexpected matters that arise in-between Annual General Meetings can be dealt with quickly and efficiently.

At this meeting members of the Committee can be removed, added or replaced or the Committee can be removed or replaced.

The Owners Corporations Amendments Act 2021 requires that Owners Corporations with ten or more lots (not necessarily occupiable) must have a Committee.

Owners Corporations may have up to seven members on the Committee unless a vote is passed for more in which case up to twelve Committee members are permitted.

Please consider nominating for your Committee which must be done in writing prior to the meeting if you are not attending. An email to the manager stating that you wish to nominate is acceptable.

A member of a committee or sub-committee of an Owners Corporation must, in the performance of the member's functions:
(a) act honestly and in good faith; and
(b) exercise due care and diligence; and
(c) act in the interests of the owners corporation.

A member of a committee or sub-committee of an Owners Corporation must not make improper use of the member's position to gain, directly or indirectly, an advantage for the member or for any other person.

As per Section 103 of the Owners Corporations Act 2006, lot owners seeking nomination for a committee role must not have any outstanding amounts owed to the owners corporation. Additionally, if a lot owner serving on the committee falls into arrears during their tenure, their committee position will be suspended until the outstanding amount is settled. It's imperative that service fees are paid in full before nominating for a committee role and remain up-to-date during one's term as a committee member.

DELEGATION OF POWERS TO THE COMMITTEE

See standing resolutions for the resolution that has been made in relation to the delegation of powers to the Committee.

APPOINTMENT OF PUBLIC OFFICER

The Australian Taxation Office (ATO) requires the Owners Corporation to appoint a Public Officer as a primary contact for tax affairs such as record keeping and submitting tax returns.

A public officer must be an individual who meets all the following criteria:

- They are 18 years old or over.
- They ordinarily live in Australia.
- They understand the nature of the appointment.

The public officer must be:

- recorded as the public officer for the entity on ATO systems
- able to establish their identity at contact.

Anton Silove or Alex Wolf from MBCM Strata Specialists Frankston can fill this position if required. Please be advised that performing the duties under this appointment will be considered an additional service for members, charged at the standard hourly rate.

See standing resolutions for the resolution that has been made in relation to the appointment of a Public Officer.

ATO COMPLIANCE

Advice previously given by accountants was that Owners Corporations were only required to file a tax return if they receive non-mutual income in a given financial year. However, the ATO now requires Owners Corporations to file tax returns annually, regardless of whether any non-mutual income has been earned. The proposed budget includes an anticipated cost of $160 for preparing and submitting nil tax returns for the previous financial year and any outstanding returns from prior years. Additionally, future budgets will allocate $80 annually for ongoing compliance. If, at the meeting, the position of Public Officer is filled by someone other than Anton Silove or Alex Wolf, these costs can be removed from the budget, unless the manager is delegated the responsibility to file the nil returns annually.

USE OF COMMON SEAL

The OC Amendments Act 2021 has changed the use of a common seal which is no longer required if so resolved.

See standing resolutions for the resolution that has been made in relation to the use of the common seal.

FEE COLLECTION PROCEDURE

FEE COLLECTION PROCEDURE

See standing resolutions for the resolution that has been made in relation to the collection of fees.

FINANCIAL REPORT

Please refer to the financial report sent with the meeting notice for the accounts up to the end of the last financial year and for the proposed budget for the year.

BUDGET

Insurance Premiums: The budget assumes an increase in the building sum insured. An allowance has also been made for an expected premium increase of up to 8% over the next 12 months based on insurer's forecasts plus a 5% increase in the building sum insured.

Additional Management Services: Included in the budget are estimated costs for the management of matters outside the standard duties of the Manager as defined in the Contract of Appointment. Note: A copy of the contract can be provided upon request.

Disbursement Adjustment

A new software system fee has been imposed by the software provider, and the budget for disbursements has been adjusted accordingly. This is the first change to disbursements in six years, and the decision has not been made lightly.

Safety Inspection

The cost of this as detailed in the above report, have been included in the budget. (Please note that the costs for an initial building façade report have not been included in the budget, if this report is approved, the allocation of funds will be discussed at the meeting.)

CASH FLOW

Cash flow is considered sufficient to meet the operational needs of the Owners Corporation.

PROCUREMENT

MBCM Strata Specialists Frankston takes pride in seeking good value for our clients. We have spent years cultivating relationships with contractors who are able to consistently deliver what our clients have told us they want: integrity, honesty, responsiveness, good communication, fair pricing, good quality workmanship and pride in what they do. Pride means doing their best to deliver well and that if they don't get something right, they will do their best to rectify and improve. In a majority of cases this is all delivered. We actively promote this through reviews with contractors and annual contractor awards where the winners are selected for demonstrating these values.

Overall best value is often delivered by engaging a trusted contractor and we will continue to procure on this basis. Where works or services are not being carried out on an hourly basis and are going to cost over $2,500 or if a quote from a regular contractor does look high then the OC will go to market. For quotes over about $15,000 (depending on the work) if the two quotes received are not within 20% of each other, then a third will be sought. For more significant work over $50,000 three quotes will be sought.

The current resolution of the Owners Corporation for procurement of insurance involves regular market reviews.

Our view is that, based on many years of experience, this represents a good approach to ensure that we procure goods and services, at competitive prices and terms in compliance with the manager's duty.

See standing resolutions for the resolution that has been made in relation to procurement.

COMMUNITY

SNAP SEND SOLVE

The free Snap Send Solve app makes it easy to notify the right people about issues in the community that may need attention. The easy-to-use app can assist with quickly resolving matters relating, but not limited, to the following:

- graffiti
- illegal waste dumping
- illegal parking
- footpath and/or road issues
- overgrown vegetation
- safety issues
- damaged community assets (lighting, seating, public toilets, playgrounds etc...)

You can download the Snap Send Solve app via the App Store https://apps.apple.com/app/apple-store/ or via Google Play https://play.google.com/store/apps/.

Jenni Maypiece
Owners Corporation Manager

STANDING RESOLUTIONS

The following are the standing resolutions of the Owners Corporation which remain in place from year to year unless the Owners Corporation resolves to change them:

Item	Resolution
Maintenance of Gutters and Downpipes	It was resolved at the 2021 Annual General Meeting that the maintenance of gutters and downpipes to units would be attended to by the Owners Corporation. The Manager arranges for the gutters and downpipes to be cleaned annually at the end of Autumn to ensure that water is evacuated properly and does not cause flooding and resultant water damage to the interior of any units.
Ground Maintenance	It was resolved at the 2025 Annual General Meeting that Owners would self-manage the ground maintenance.
Maintenance Plan	It was resolved at the 2018 Annual General Meeting not to obtain a maintenance plan. This motion will not be tabled again unless a proposal is received by an owner requesting otherwise, in which case the proposal will be considered and decided upon at the meeting.
Grievance Committee	It was resolved at the 2021 Annual General Meeting that the Owners Corporation Manager would be the convenor of the Grievance Committee. The Grievance Committee will consist of any available members of the Committee if there is one or, where there is no Committee, any available members of the Owners Corporation. Note: the Owners Corporation Manager will only attend to these matters in business hours.
Contractor Management	It was resolved at the 2020 Annual General Meeting that the Owners Corporation accepts the procedures that MBCM Strata Specialists Frankston is using for the management of contractors as the procedures of the Owners Corporation.
Safety Inspection	It was resolved at the 2020 Annual General Meeting that every five years would be a suitable frequency to conduct a professional safety inspection. This was last conducted in March 2021. The next one is due in March 2026.
RCD/Switchboard Safety Check	It was resolved at the 2020 Annual General Meeting that every two years would be a suitable frequency to conduct a switchboard safety check and RCD test. This was carried out in March 2024 and is next due in March 2026.
Asbestos Management	It was resolved at the 2017 Annual General Meeting not to conduct an asbestos survey of the common property after being made aware of the associated risks, and against the strong advice of the Manager. This motion will not be tabled again unless a proposal is received by an owner requesting otherwise, in which case the proposal will be considered and decided upon at the meeting.
Essential Safety Measures	There are no known essential safety measures to be maintained at this property.
Insurance Commissions	It was resolved at the 2024 Annual General Meeting that the budget will be adjusted to remove insurance commission (reducing the insurance amount) and to introduce a new budget line item called “Management Fees (In lieu of Commission)” which will change at the same rate as management fees in future years. It is further resolved to amend the management contract to reflect the change.
Level of Building Reinstatement Cover	It was resolved at the 2018 Annual General Meeting that the Owners Corporation obtains an insurance valuation and alters the building sum insured to the level advised by the valuer and in subsequent years changes the building sum insured annually to the level suggested by the insurer until the next valuation.

	It was resolved at the 2018 Annual General Meeting that subsequent insurance valuations be obtained every five years. The last one was obtained in April 2023. The next one is due in April 2028.
Policy Renewal	It was resolved at the 2021 Annual General Meeting that the Owners Corporation seeks comparison quotes for insurance from providers of comparable policies, based on the agreed level of cover and places cover with the most competitive insurer at renewal. Policies that are currently comparable are CHU, SUU, Longitude and SCI and the Owners Corporation may update these at the AGM prior to the next review. In-between quotations the existing policy will be left in place unless held by a broker in which case the policy will be placed with the provider that is recommended by the broker until such a time as comparison quotes for insurance are next sought. It was further resolved at the 2021 Annual General Meeting that the Owners Corporation seeks subsequent comparison quotes for insurance every three years. These were last obtained in January 2024. The next one is due in January 2027.
Public Liability Cover	It was resolved at the 2017 Annual General Meeting that the Owners Corporation set the Public Liability cover at $20,000,000.
Insurance Excess	It was resolved at the 2020 Annual General Meeting that the excess payment attached to any claim is payable by the Unit Owner making the claim if the cause of the claim arose from within the unit or from outside the common property. If the cause is from common property then the excess will be met by the Owners Corporation.
Owners Corporation Management	It was resolved at the 2025 Annual General Meeting to reappoint MBCM Strata Specialists Frankston as the Owners Corporation manager for a 3-year term as per the terms of the contract of appointment in accordance with Section 119 of the Owners Corporations Act 2006. The contract expires on 24/02/2028.
Appointment of Public Officer	It was resolved at the 2025 Annual General Meeting that Anton Silove is appointed as the Public Officer for the Owners Corporation, effective immediately. It is further resolved that the Public Officer is authorised to perform all necessary duties required by law and this appointment will remain in place until such a time as the Owners Corporation decides otherwise or the Public Officer resigns from the appointment.
Matters to be determined only by ordinary resolution at a General Meeting	It was resolved at the 2020 Annual General Meeting that the appointment or removal of a Manager may be determined only by ordinary resolution of the Owners Corporation at a general meeting.

Fee Collection procedure	It was resolved at the 2025 Annual General Meeting to accept the fee collection procedure listed below and for the administration charge to be updated from time to time (currently $66); a. interest will be charged against the member once fees become 28 days overdue. Interest will be charged from the due date at the penalty interest rate. b. an administration charge is to be charged by the Owners Corporation Manager to handle the payment of fees that become 56 days overdue. c. the Owners Corporation may recover, as a debt due from the lot owner or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2018 or the Rules of the Owners Corporation. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay fees, levies and charges due. d. the Owners Corporation may commence debt recovery proceedings to recover money owed to the Owners Corporation in any court of competent jurisdiction or Tribunal as a debt due to the Owners Corporation including for the purpose of bankruptcy or winding up of a company and may levy special fees to cover the legal fees if required.
Delegation of powers to the Committee	It was resolved at the 2021 Annual General Meeting that the Owners Corporation delegates to the Committee of the Owners Corporation the powers and functions of the Owners Corporation under section 11 of the Owners Corporations Act 2006 except: a) a power or function requiring a unanimous resolution or a special resolution; or b) giving notice of an annual general meeting; or c) the power to remove the committee or officer of the Owners Corporation; or d) the power or function to terminate a Manager's Appointment unless so resolved at a general meeting of the Owners Corporation. 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.
Delegation of powers to the Manager	It was resolved at the 2025 Annual General Meeting that the Owners Corporation delegate to the Manager all the powers and functions of the Owners Corporation (other than a power or function that requires a unanimous resolution or a special resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment. The Owners Corporation Manager is delegated the authority, in the absence of a committee decision, to: • Levy special fees and charges necessary to address any funding shortfalls; • Raise work requests for contractors to carry out common property repairs and maintenance up to a value of $1,000. • Determine the appropriate jurisdiction for debt recovery proceedings on a case-by-case basis and initiate such proceedings as they see fit. Such

	proceedings may include issuing a letter of demand prior to filing the matter at Court or the Tribunal
Use of the Common Seal	It was resolved at the 2022 Annual General Meeting that a common seal will no longer be used by the Owners Corporation.
Procurement	It was resolved at the 2022 Annual General Meeting that the Owners Corporation accepts the procurement practices adopted by MBCM Strata Specialists Frankston as being acceptable practices to ensure that goods and services are procured at competitive prices and terms.

Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

1 Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees and Sub-Committees

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

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

3 Management and Administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

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

4 Use of Common Property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of Persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

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

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

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

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

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

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

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

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

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the Owners Corporations Act 2006.

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

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

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 23 July 2026 04:19 PM

PROPERTY DETAILS

Address:	**1/83 MCLEOD ROAD CARRUM 3197**	
Lot and Plan Number:	**Lot 1 PS413788**	
Standard Parcel Identifier (SPI):	**1\PS413788**	
Local Government Area (Council):	**KINGSTON**	www.kingston.vic.gov.au
Council Property Number:	**439593**	
Planning Scheme:	**Kingston**	Planning Scheme - Kingston
Directory Reference:	**Melway 97 F7**	

UTILITIES

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

STATE ELECTORATES

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

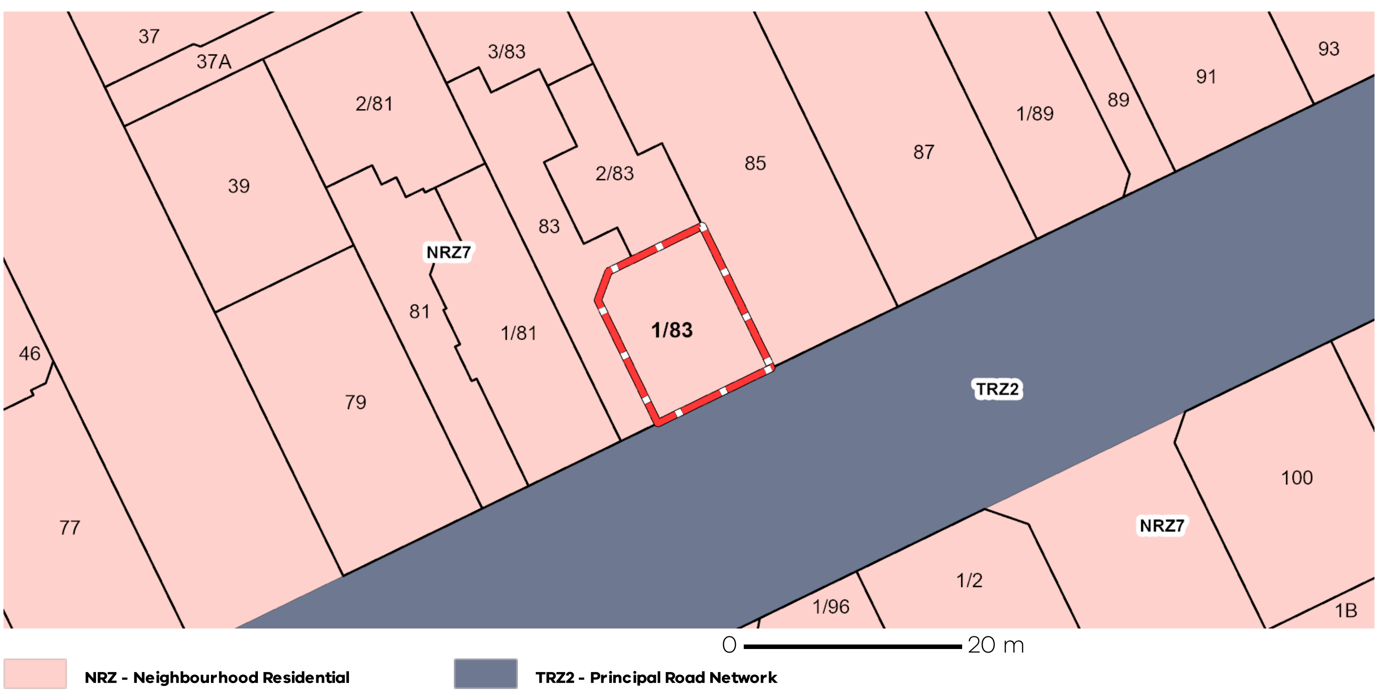
OTHER

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

View location in VicPlan

Planning Zones

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 (NRZ7)



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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)

SBO - Special Building Overlay

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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to
https://heritage.achris.vic.gov.au/aavQuestion1.aspx

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

Aboriginal Cultural Heritage

PLANNING PROPERTY REPORT

Further Planning Information

Planning scheme data last updated on 22 July 2026.

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

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

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

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

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

PROPERTY REPORT

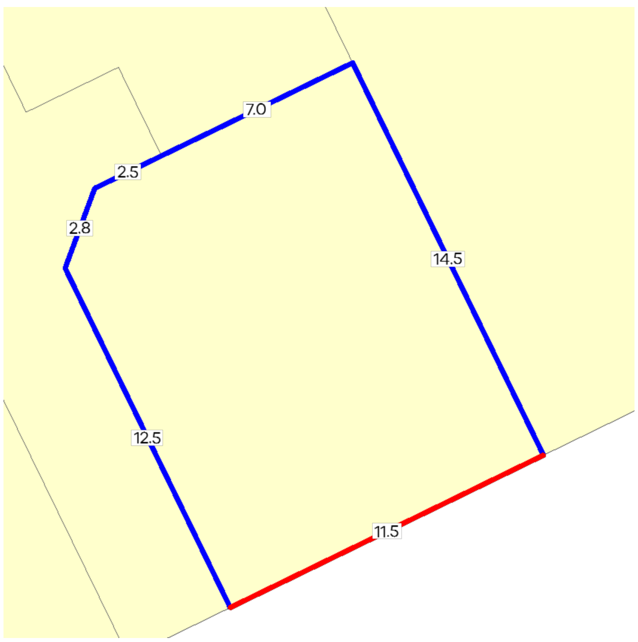
Created at 23 July 2026 04:18 PM

PROPERTY DETAILS

Address:	**1/83 MCLEOD ROAD CARRUM 3197**
Lot and Plan Number:	**Lot 1 PS413788**
Standard Parcel Identifier (SPI):	**1\PS413788**
Local Government Area (Council):	**KINGSTON** www.kingston.vic.gov.au
Council Property Number:	**439593**
Directory Reference:	**Melway 97 F7**

SITE DIMENSIONS

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



Area: 165 sq. m
Perimeter: 51 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Area Map