

12 Coral-Pea Way, Cranbourne West VIC 3977

Contract of Sale of Land

Property: 12 Coral-Pea Way, Cranbourne West VIC
3977

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: JACOB DEARY

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor’s estate agent

Name:Area Specialist Casey

Address:142 High Street, Cranbourne VIC 3977

Email:hsingh@areaspecialist.com.au

Tel:0406 676 197Mob:Fax:Ref:Hardeep Singh

Vendor

Name:JACOB DEARY

Address:

ABN/ACN:

Email:

Vendor’s legal practitioner or conveyancer

Name:Gurpreet Sodhi / Skylink Conveyancing

Address:129 Newbury BVD Craigieburn VIC 3064

Email:info@skylinkconveyancing.com.au

Tel:Mob:0431 617 649Fax:Ref:

Purchaser’s estate agent

Name:

Address:

Email:

Tel:Mob:Fax:Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser’s legal practitioner or conveyancer

Name:

Address:

Email:

Tel:Mob:Fax:Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

| | | |
|--------------------------------|-----------|------------|
| Certificate of Title reference | being lot | on plan |
| Volume12178Folio896 | 31 | PS 811468A |

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

Includes all fixtures and fittings of a permanent nature as inspected.

Property address

The address of the land is:

12 Coral-Pea Way, Cranbourne West VIC 3977

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment

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

Deposit bond

☐ Special condition 9 applies only if the box is checked

Bank guarantee

☐ Special condition 10 applies only if the box is checked

GST (general condition 13)

Subject to general condition 13.2, 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 10 & 16.2)

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 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount: no more than Approval date:

Building report

☐ Special condition 11 applies only if the box is checked

Pest report

☐ Special condition 11 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.*

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

1. PAYMENT

- 1.1 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.
- 1.2 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.
- 1.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 1.4 Payments may be made or tendered:
 - (a) up to \$1,000 in cash; 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.
- 1.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 1.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 1.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 1.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 1.9 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.
- 1.10 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.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
 - (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5A - Foreign resident capital gains withholding**

- 5A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 5A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 5A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property 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.
- 5A.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.
- 5A.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.
- 5A.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.
- 5A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 5A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 5A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5B – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

5B. GST WITHHOLDING

- 5B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5B.4 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.
- 5B.5 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.
- 5B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 5B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 5B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 5B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 5B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 5B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
 - (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building & Pest Report**

- 11.1 The contract is subject to purchasers obtaining an independent Building & Pest/Termite inspection report within 7 days of purchasers signing this contract. If the report shows any major structural defects or any major pest infestation then the purchaser may end this contract but only if the purchaser serves written notice on the vendor/agent together with a copy of the report within 7 days. All monies to be refunded if the contract is ended.
NOTE: Cracks in the bricks or tiles are not considered structural.

☒ **Special condition 12 – Condition of Property and improvements**

- 12.1 Property is sold as is. The purchaser accepts the condition of the property and chattels as at the date of sale and understands that the Vendor is under no obligation to make any repairs etc to the property or chattels. It's important to test appliances, heating/cooling and even test taps etc to ensure chattels are working and there are no issues with the property prior to purchase. If any issues are identified later, which were present at the final inspection prior to settlement, the vendor will not be obligated to make any repairs etc. The purchaser agrees that the vendor is under no liability to carry out repairs, renovations, alterations or improvements and shall not make any objection, requisition or claim for compensation or any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein with respect to the property sold.

☒ **Special condition 13 – Early release of deposit**

- 13.1 The purchaser agrees and acknowledges that after this contract is executed, he/she will be willing to sign the section 27 provided to them and allow early release of deposit monies to the vendor. The purchaser acknowledges that this special condition is an essential term to this contract.

☒ **Special condition 14 – Loan declined letter by lender**

- 14.1 In order to end the contract in accordance with General Condition 14 of this contract, purchaser(s) would provide the vendor a letter from lender. The letter should have the following particulars:
 a. be addressed to this firm
 b. specifies the loan amount & date the purchaser applied for loan
 c. be the original signed copy of the letter.

☒ **Special condition 15 – GST with-holding obligations at settlement**

- 15.1 The Vendor gives notice to Purchaser that GST with-holding obligation does not apply to this contract unless otherwise stated.

☒ **Special condition 16 A – Contract variation or requests for extension of time**

- 16A.1 The Purchaser acknowledges that after this contract has been signed by both parties, if the purchaser requests any variation of contract or extension of time which is not limited to extension of finance due date requests, extension of time for the purchaser to fulfil any condition set out in this contract, the vendor may incur further legal fee of \$120 for each separate request for variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

☒ **Special condition 16 B – Cancellation and Re-scheduling of Settlement**

- 16B.1 The purchaser(s) will be liable for payment for the Vendors costs associated with cancellation and or rescheduling of settlement. The purchaser(s) will be liable for \$350.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the purchaser's representative. In addition, the purchaser(s) also acknowledges that should settlement after being arranged and attended to by the vendor's representative be cancelled and or rescheduled be liable for a settlement re-attendance fee of \$330.00 (inclusive of GST).

Special condition 16 C - Nomination

- 16C.1 If the contract states that the property is sold to a name purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that :-
- The purchaser and/or named purchaser shall pay the vendor's solicitor the additional sum of \$330 (inclusive of GST)
 - The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
 - If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

☒ **Special condition 17 – Adjustments**

- 17.1 All outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date. The land tax outstanding (even if the amount stated is zero of land tax on page 2) must be adjusted at the settlement between the purchaser and vendor.

☒ **Special Condition 18 – Auction (if applicable)**

The property is offered for sale by public auction, subject to vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those rules. The bidding must be at a lump sum for the property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is/are the Purchaser/s. If any dispute arises over any bid the Auctioneer may decide:

- Who was the last bidder; or
 - To submit the property at some former bidding.
- No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.
- The person making the highest bid which is accepted by the Auctioneer must immediately upon acceptance pay the deposit to the Vendor/s agent and sign this Contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed the contract:
- The Vendor's may at any time sell the property to any other person either by auction, private treaty or any other means; and
 - The Purchaser/s will have no rights against the Vendor/s, the Vendor's Agent or the Auctioneer.

☒ **Special Condition 19 – Town Planning and other Restrictions**

The Vendor/s do/does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:

- Any Act, Order, Regulation, By-Law or Local Law affecting the land.
- Any restriction or condition imposed upon the land by or with the authority of any government.
- Any easement or rights vested in or claimed by any statutory authority; and
- The restrictions contained in any applicable planning scheme.

☒ **Special Condition 20 – Improvements**

- The Purchaser/s accepts the improvements on the land in their conditions as on the day of sale and acknowledge/s that the Vendor/s do/does not warrant that any building, fixture or other improvements is free from defect or fit for any particular use.
- The Vendor/s make/s no representation that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other Statutory authority or any other Statutory requirements. The Purchaser/s may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor's to bear all or any part of the costs of compliance.

☒ **Special Condition 21 -- Guarantee and Indemnity**

If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock exchange, the Purchaser/s must deliver to the Vendor's an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all directors of that Company. If the indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the vendor's or his/her/its Solicitors make a demand, the Purchaser/s will be in default under this Contract.

☒ **Special Condition 22 -- Default**

if the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

- all reasonable expenses incurred by the Vendor's as a result of the breach; and
- interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

☒ **Special Condition 23 – Exclusion of Prior Warranties**

The Purchaser/s acknowledge/s that the aforesaid Agents have acted as Agents of the Vendor's and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.

☒ **Special Condition 24 – Stamp Duty: Purchaser buying unequal interest**

- (a) If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- (b) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (d) This Special Condition shall not merge on completion.

☒ **Special Condition 25 – Buildings and Chattels**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection, requisition or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or chattels within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors title and the purchaser shall not make any request or claim any compensation from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspection including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

☒ **Special Condition 26 – Statutory Warranties if Vendor is an Owner Builder (If applicable)**

If any building work carried out on the land is subject to the Domestic Building Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder:

- (a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
- (b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
- (c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder. The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e., the cost of the building works exceeded \$12,000.00).

☒ **Special Condition 27 – Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.

☒ **Special Condition 28 – Breach**

If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -

- (a) The full amount payable under the contract attached hereto, whether due to be paid or not;
 - (b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
 - (c) any interest due under the contract attached hereto as a result of the breach.
- The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

☒ **Special Condition 29 – Insurance**

The property remains at the risk of the vendor until final settlement; however, the purchaser acknowledges that he has been advised to fully insure all the improvements on the property as soon as possible.

☒ **Special Condition 30 – Purchaser Resident of Australia**

The purchaser warrants that if the purchaser is a natural person, he is ordinarily resident in Australia and that the Foreign Acquisition and Takeover Act 1975 does not apply to the purchaser or any nominee. If the purchaser or any person claiming through him is in breach of this warranty, then the purchaser agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ **Special Condition 31 – Service of Documents**

Any demand, notice or document shall be deemed to be sufficiently served or delivered to the purchaser if served and delivered personally, or if posted by prepaid post or sent by facsimile to purchaser or purchaser's representative. "Purchaser's representative" shall at all times and in all contexts mean and include – the purchaser's legal practitioner, conveyancer or any other person who has held themselves out as representing the purchaser, to the vendor or the vendor's legal practitioner, the vendor's conveyancer or the vendor's representative.

☒ **Special Condition 32 – Settlement**

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the Land may not have been issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land a Transfer of Land with an order to register endorsed thereon directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

☒ **Special Condition 33 – Reservations**

- The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- The Vendor makes no representation that the services referred to in the Vendor's Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representation that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection re-connection and/or transfer.

☒ **Special Condition 34 – Foreign Acquisition**

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

☒ **Special condition 35 – No Land Tax Adjustment**

Where the day of sale is 01/01/2024 or later, and the sale price of the property is less than \$10,000,000.00 then general condition 15 is hereby varied to the extent that there shall be no adjustment of any land tax for the property, and the purchaser shall not be required to make any payment or contribution to the land tax component of the vendor at the settlement date or otherwise.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

4. SERVICES

- 4.1 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.

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

5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act* 1959 (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
 - (b) if 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
 - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 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.
- 14.2 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 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.

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

15. ADJUSTMENTS

15.1 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.

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

17.1 Any document sent by—

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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.

20. GUARANTEE

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

21. NOTICES

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

22. 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.

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 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.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 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.
- 27.2 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.

28. DEFAULT NOT REMEDIED

- 28.1 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.
- 28.2 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.
- 28.3 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.

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

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

DATED

2025

CONTRACT OF SALE OF REAL ESTATE

Property: 12 Coral-Pea Way, Cranbourne West VIC 3977

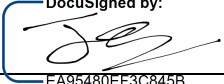
Gurpreet Sodhi
Skylink Conveyancing
129 Newbury BVD Craigieburn VIC 3064
M : 0431 617 649

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 | 12 Coral-Pea Way, Cranbourne West VIC 3977 | |
| Vendor's name | JACOB DEARY | Date 7/29/2025 |
| Vendor's signature | <div>DocuSigned by:  EA95480EF3C845B...</div> | |
| 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: \$5,500

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

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

| | | |
|--|----|--|
| | To | |
|--|----|--|

Other particulars (including dates and times of payments):

Not Applicable

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? | <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> Not applicable |

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - Is in the attached copies of the Title and Copy of Plan.
- (b) Particulars of any existing failure to comply with that easement, Covenant or other similar restrictions are: Unless contained in the attached certificates or statements, to the best of the Vendor's knowledge there is no failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However, the Vendor has no means of knowing all the decisions of the Government and other authorities unless such decision has been communicated to the Vendor. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of Title.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

Name of planning scheme
Name of responsible authority
Zoning of the land
Name of planning overlay

| |
|--|
| |
| |
| |
| |

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:

None to Vendor's Knowledge

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:

None to Vendor's Knowledge

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.

Is Attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

| | | | | |
|--|--|---------------------------------------|-----------------------------------|--|
| Electricity supply <input checked="" type="checkbox"/> | Gas supply <input checked="" type="checkbox"/> | Water supply <input type="checkbox"/> | Sewerage <input type="checkbox"/> | Telephone services <input checked="" type="checkbox"/> |
|--|--|---------------------------------------|-----------------------------------|--|

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title:

A registered Search statement and documents, or part of a document, referred to as Diagram location in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The *Sale of Land Act* 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence.

The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

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

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

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

| |
|-----------------|
| As per attached |
|-----------------|



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

Page 1 of 2

VOLUME 12178 FOLIO 896

Security no : 124126556116H
Produced 25/07/2025 03:15 PM

LAND DESCRIPTION

Lot 31 on Plan of Subdivision 811468A.

PARENT TITLES :

Volume 11894 Folio 317 to Volume 11894 Folio 318

Volume 11928 Folio 830 to Volume 11928 Folio 831

Created by instrument PS811468A 10/01/2020

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

JACOB DEARY of 24 GREENSLATE STREET CLYDE NORTH VIC 3978
AU820791V 17/09/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU820792T 17/09/2021
AUSWIDE BANK LTD

COVENANT AQ582037Q 22/12/2017

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AK330290N 08/05/2013

DIAGRAM LOCATION

SEE PS811468A 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: 12 CORAL-PEA WAY CRANBOURNE WEST VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 19435F AUSWIDE BANK LTD
Effective from 17/09/2021



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

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS811468A

DOCUMENT END



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| Document Identification | PS811468A |
| Number of Pages (excluding this cover sheet) | 4 |
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| | | | | | | | |
|---|-------------------------|---------------------|---|--|---|--------------|---|
| PLAN OF SUBDIVISION | | | | EDITION 1 | | PS 811468A | |
| LOCATION OF LAND PARISH : Lyndhurst SECTION : - CROWN ALLOTMENT : 18 ^B (Part) CROWN PORTION : - TITLE REFERENCE : Vol. 11894 Fol. 317 Vol. 11894 Fol. 318 Vol. 11928 Fol. 830 Vol. 11928 Fol. 831 LAST PLAN REFERENCE : PS735069N Lots 36 & 37 PS735066U Lots 34 & 35 POSTAL ADDRESS : 25-31 Moriala Road & (At time of subdivision) 132-138 Central Parkway Cranbourne West. 3977 MGA20 CO-ORDINATES E 346690 ZONE:55 (of approx centre of land in plan) N 5782360 GDA 20 | | | | Council Name: Casey City Council Council Reference Number: SubA00343/18 Planning Permit Reference: PlnA00645/18 SPEAR Reference Number: S126397S Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made Digitally signed by: Russell Witney for Casey City Council on 18/11/2019 Statement of Compliance issued: 06/12/2019 | | | |
| VESTING OF ROADS AND/OR RESERVES | | | | NOTATIONS | | | |
| IDENTIFIER | | COUNCIL/BODY/PERSON | | BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS Median: Boundaries marked M Exterior Face : All other boundaries Hatching within a parcel indicates that the structure of the relevant walls is contained within that parcel Common Property No.1 is all the land in the plan except for lots 1 to 36 inclusive Common Property No. 1 consists of private roads Coral-Pea Way & Push-Pea Way <div>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</div> | | | |
| NIL | | NIL | | | | | |
| | | | | | | | |
| NOTATIONS | | | | | | | |
| DEPTH LIMITATION DOES NOT APPLY | | | | | | | |
| SURVEY: THIS PLAN IS BASED ON SURVEY. STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT NO. PlnA00645/18 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS 1542 & 1543 IN PROCLAIMED SURVEY AREA NO. THIS IS A SPEAR PLAN | | | | | | | |
| EASEMENT INFORMATION | | | | | | | |
| LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) | | | | | | | |
| IMPLIED RIGHTS PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN | | | | | | | |
| Easement Reference | Purpose | Width (Metres) | Origin | Land Benefited/In Favour Of | | | |
| E-1 | Pipeline | 2.50 | AE362883F | Melbourne Water Corporation | | | |
| E-2 | Drainage | 3.50 | PS647308M | Casey City Council | | | |
| E-2 | Sewerage & Water Supply | 3.50 | PS735069N | South East Water Corporation | | | |
|  Licensed Land Surveyors Development Consultants Town Planners Tel 9370 9925 Fax 9372 8796 PO Box 148 Ascot Vale Vic 3032 info@anthonyfordsurveying.com.au www.anthonyfordsurveying.com.au | | | SURVEYORS REF: 3833 | | ORIGINAL SHEET SIZE: A3 | SHEET 1 OF 4 | |
| | | | Digitally signed by: Anthony Ian Ford, Licensed Surveyor, Surveyor's Plan Version (06), 03/10/2019, SPEAR Ref: S126397S | | PLAN REGISTERED TIME: 5:03PM DATE: 10/01/2020 | | J. HARKNESS Assistant Registrar of Titles |

PS 811468A

DIAGRAM 1

MORIALTA ROAD



anthony | ford +
ASSOCIATES
Licensed Land Surveyors
Development Consultants
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Acet Vale Vic 3032
info@anthonyfordsurveying.com.au | www.anthonyfordsurveying.com.au

Amended by: Anthony Ian Ford, Licensed Surveyor 1001072020.

SCALE
1:300

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Casey City Council,
18/11/2019,
SPEAR Ref: S126397S

Digitally signed by: Anthony Ian Ford, Licensed Surveyor,
Surveyor's Plan Version (06),
03/10/2019, SPEAR Ref: S126397S

DIAGRAM 2



anthony jordan + ASSOCIATES

Licensed Land Surveyors
Development Consultants
Town Planners

Tel 9370 9925 | Fax 9372 8796 | PO Box 148 Ascot Vale Vic 3032
info@anthonyjordan.com.au | www.anthonyjordan.com.au

SCALE
1:300

3 2 1 0 1 2 3 4
LENGTHS ARE IN METRES

Digitally signed by: Anthony Ian Ford, Licensed Surveyor,
Surveyor's Plan Version (06),
03/10/2019, SPEAR Ref: S126397S

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Casey City Council,
18/11/2019,
SPEAR Ref: S126397S

Examined by: Anthony Ian For, Licensed Surveyor 10/01/2020.

PS 811468A

DIAGRAM 3
CROSS SECTION A-A'
TYPICAL FOR LOTS 13, 24, 25 & 36

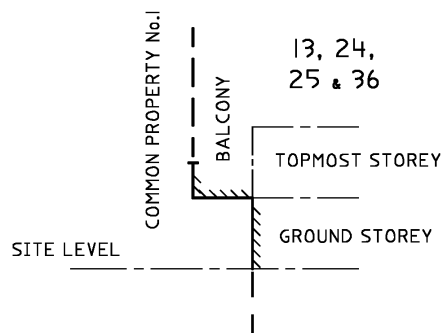


DIAGRAM 4
CROSS SECTION B-B'
TYPICAL FOR LOTS 13, 24, 25 & 36

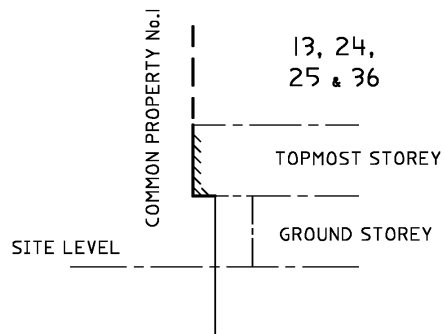
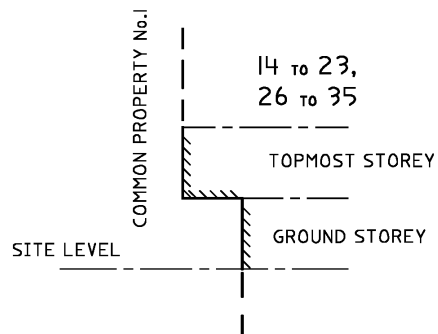


DIAGRAM 5
CROSS SECTION C-C'
TYPICAL FOR LOTS 14 TO 23, & 26 TO 35 (ALL INCLUSIVE)





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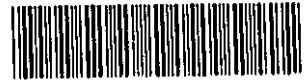
**Application by a responsible authority for the
making of a recording of an agreement**
Section 181 Planning and Environment Act 1987

AK330290N

08/05/2013

\$110.30

173

**Form 18****Lodged by:**

Name: Russell Kennedy Solicitors
Phone: 03 9609 1555
Address: Level 12, 469 La Trobe Street, Melbourne 3000
Ref: WYB 115905-01190
Customer Code: 1513M

Privacy Collection Statement

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

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*

volume 10712 folio 166

Authority: *(name and address)*

Casey City Council of Magid Drive, Narre Warren, Victoria, 3805

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

Name of Officer:

Phil Polson

Date:

02 May 2013



and

INVESTA NOMINEES (2) PTY LTD

DEED OF AGREEMENT

Property: Lot 1 on PS501990Q, Evans Road
Cranbourne West, Victoria, 3977

www.rk.com.au

ASSOCIATED PRESS, NEW YORK, SEP 11 1951
 1. HYDREY • 2. GUN • 3. AD • 4. 11



INTERNATIONAL
ALLIANCE
OF LAWYERS
20 YEARS

Ref WYB 115905-01190

AK330290N



THIS AGREEMENT is made on 26 April 2013

PARTIES:

- 1 **CASEY CITY COUNCIL**
of Magid Drive, Narre Warren, Victoria, 3805
("Council"); and
- 2 **INVESTA NOMINEES (2) PTY LTD**
ACN 128 351 011
of 'Deutsche Bank Place' Level 6, 126-130 Phillip Street, Sydney, New South Wales, 2000
("Owner")

RECITALS

- A The Owner is the registered proprietor of the Land;
- B The Council enters into this Agreement in its capacity as the:
 - a. municipal council for the municipal district in which the Land is located;
 - b. collecting agency for the purposes of the DCP and Part 3B of the Act; and
 - c. responsible authority, under the Act, for the administration and enforcement of the Scheme;
- C The use and development of the Land is subject to the provisions of the Scheme, including the PSP and the DCP;
- D Part of the Land is subject to the PAO3, and is required for the widening of Evans Road, including intersection flaring;
- E The Permit authorises the subdivision of Stage 1 only, in accordance with the Endorsed Plan;
- F The development of the balance of the Land may only be carried out in accordance with any planning permit which might be issued to authorise that development;
- G Condition 4 of the Permit required the submission and approval of the Infrastructure Plan;
- H Condition 5 of the Permit requires that:
 - "5. *Prior to the certification of the first plan of subdivision, or such other time which is agreed, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:*
 - (a) *The implementation of the Infrastructure Plan approved under the permit;*
 - (b) *The timing of the construction and completion of intersections along Evans Road and more particularly the construction and completion of the Central Parkway extension and intersection to be undertaken as part of stage 2 as indicated on the Infrastructure Plan approved under this permit;*

- (c) *The transfer of any land required for road widening under any relevant condition of this permit;*
- (d) *The timing of any payments to be made to the owner; and*
- (e) *The affected land or more particularly the stage of development which the Responsible Authority will seek the Registrar of Titles to record the agreement or agreements against.*

The owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement”;

- I The Council and the Owner have agreed that Central Parkway may be completed in stages, in accordance with the Works Staging Plan and the Infrastructure Plan;
- J The Council enters into this Agreement pursuant to:
 - a. section 21(1)(b)(ii) of the SD Act; and
 - b. section 173 of the PE Act;for the purpose of:
 - c. securing compliance with the requirements under the Permit which relate to public works and, in particular, to make provision for the issue of a SoC with respect to Stage 1 in the event that Central Parkway has not been completed in its entirety; and
 - d. to comply with condition 5 of the Permit; and
- K The Council and the Owner enter into this Agreement under seal to give effect to the agreement reached between them.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 “**Agreement**” means this Agreement, including the recitals and any annexures to this Agreement;
- 1.2 “**Business Day**” means Monday to Friday, excluding a public holiday, in Victoria;
- 1.3 “**DCP**” means the *Cranbourne West Development Contributions Plan*, which forms part of the Scheme;
- 1.4 “**DIL**” means the development infrastructure levy required to be paid to the Council by reason of condition 13 of the Permit;
- 1.5 “**Endorsed Plan**” means the plan attached at Annexure A and marked ‘Master Plan’ (Ref 8038C-5, Version T) endorsed on 23 August 2012 with the stamp of Council as a plan which forms part of the Permit;

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- 1.6 **"Evans Road Land"** means that part of the DCP item RD04 shown on Figure 4 of the DCP and being 0.6724 hectares of land along the eastern boundary of the Land that is subject to PAO3 for the widening of Evans Road and intersection flaring;
- 1.7 **"Infrastructure Plan"** means the Public Infrastructure Plan attached at Annexure B and marked 'Infrastructure Plan' endorsed by the Council on 5 April 2013 and 18 April 2013;
- 1.8 **"Land"** means the land described as Lot 1 on PS501990Q and more particularly described in certificate of title volume 10712 folio 166;
- 1.9 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it;
- 1.10 **"Owner"** means the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in fee simple in the Land;
- 1.11 **"PAO3"** means Public Acquisition Overlay, Schedule 3 in the Scheme, pursuant to which part of the Land is reserved for the widening of Evans Road and for associated intersection flaring;
- 1.12 **"PE Act"** means the *Planning and Environment Act 1987*;
- 1.13 **"Permit"** means planning permit P96/11 issued on 18 November 2011 (amended on 3 May 2012) under which the multi-lot subdivision of Stage 1 is authorised;
- 1.14 **"Planning Costs"** means the costs of preparing the PSP and the DCP, shown as project "PL01" in the DCP, previously paid by the Owner;
- 1.15 **"PSP"** means the *Cranbourne West Precinct Structure Plan, May 2012*, which forms part of the Scheme;
- 1.16 **"Scheme"** means the *Casey Planning Scheme* or any other planning scheme which applies, from time to time, to the Land;
- 1.17 **"SD Act"** means the *Subdivision Act 1988*;
- 1.18 **"SoC"** means a statement of compliance issued under the SD Act;
- 1.19 **"Stage 1 Lots"** means the lots on the Stage 1 plan of subdivision but does not include a stage lot beginning with "S" for a staged subdivision, as described under section 37 of the SD Act;
- 1.20 **"Stage 1 SoC"** means the statement of compliance to be issued, under the SD Act, with respect to Stage 1;
- 1.21 **"Stage 1"** means that part of the Land which is the subject of the Permit;
- 1.22 **"Stage 2", "Stage 3" and "Stage 4"** mean those parts of the Land which are shown so marked on the Infrastructure Plan; and
- 1.23 **"Works Staging Plan"** means the plan attached at Annexure C and marked 'Central Parkway Works Staging Plan' (Ref 8038C-5, Version V).

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2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 OWNER'S COVENANTS**3.1 Infrastructure Plan implementation**

3.1.1 Subject to clause 3.2.1, at least 14 days prior to the issue of the Stage 1 SoC, the works identified in Items 1, 3, 4, 5, 8, 9, 13 and 14 on the Infrastructure Plan must have been completed to the satisfaction of the Council.

3.1.2 Subject to clause 3.2.2, at least 14 days prior to the issue of the Stage 1 SoC, the land required for the purposes of each of Items 1, 2, 4, 5, 8 and 9 on the Infrastructure Plan must have been set aside, on a plan certified by the Council, to be vested in the Council, the Roads Corporation or the Melbourne Water Corporation (as appropriate) upon the registration of the plan of subdivision with respect to Stage 1.

3.2 Stage 1 SoC

3.2.1 Provided that all other obligations of the Owner set out in clause 3.1.1 have been completed to the satisfaction of the Council, the Stage 1 SoC may be issued by the Council if it is satisfied that:

3.2.1.1 that part of Central Parkway (Item 4), identified as "Stage 1 Works" on the Works Staging Plan and the Evans Road and Central Parkway Interim Intersection (Item 3) will be completed by 31 December 2013 and, for that purpose, the Council shall be so satisfied upon the receipt from the Owner of a bond in the form of a bank guarantee in favour of the Council in a sum equal to 1.5 times the total estimated cost to complete the "Stage 1 Works" and the Central Parkway Interim Intersection (Item 3); and

(a) without limiting any other rights which the Council may have, it may draw on the bank guarantee to pay for the cost of completing the works referred to in this clause 3.2.1.1 should Council step in and complete those works;

3.2.1.2 the East-West Road - Connector Street Level 2 (Item 5) has been completed to the extent necessary to allow appropriate and adequate vehicular access and egress from Stage 1 onto Evans Road; and

3.2.1.3 the Undergrounding of power lines along Evans Road (Item 13) and Fibre optic conduit network (Item 14) have been completed to the extent necessary to deliver electricity and fibre optic connectivity for the purposes of Stage 1.

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- 3.2.2 Provided that all other obligations of the Owner set out in clause 3.1.2 have been completed to the satisfaction of the Council, the Stage 1 SoC may be issued by the Council if it is satisfied that the land required for the purposes of Items 1, 4 and 5 on the Infrastructure Plan has been set aside on a plan certified by the Council, to be vested in the Council or the Roads Corporation (as appropriate), to the extent that that land is occupied by the road works completed as identified in clause 3.2.1 of this Agreement.

3.3 Future Public Works

- 3.3.1 The Owner acknowledges and accepts its obligation, following the registration of the plan of subdivision with respect to Stage 1, to undertake and complete, to the satisfaction of the Council, the remaining:

3.3.1.1 road works identified in Items 4, 5 and 7 to the extent necessary to allow appropriate and adequate vehicular access and egress from Stage 2, Stage 3 and Stage 4 (as appropriate) onto Evans Road and Central Parkway; and

3.3.1.2 the undergrounding of power lines (Item 13) and fibre optic conduit network (Item 14) to the extent necessary to deliver electricity and fibre optic connectivity for the purposes of Stage 2, Stage 3 and Stage 4.

- 3.3.2 The Owner acknowledges and accepts that the works identified in clause 3.3.1 of this Agreement, must be completed to the satisfaction of the Council:

3.3.2.1 at least 21 days prior to the issue of the SoC with respect to the subdivision of each of Stage 2, Stage 3 and Stage 4, in relation to which stage those works are then required; and

3.3.2.2 that any planning permit issued to allow the subdivision of each such stage will include conditions to that effect.

3.4 Development Infrastructure Levy credits

- 3.4.1 Upon vesting in the Council of the Evans Road Land (Item 2), the Owner shall become entitled to a credit in the sum of \$200,000.00 against the DIL.

- 3.4.2 In consideration of the Planning Costs, the Owner shall be entitled to a credit in the sum of \$271,425.75 against the DIL.

- 3.4.3 The Owner shall not be called upon to make payments of the DIL until such time that the sum total of the credits allowed under clauses 3.4.1 and 3.4.2 have been exhausted.

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3.5 Public open space

- 3.5.1 Upon the vesting in the Council of the land referred to in Item 8 on the Infrastructure Plan, the Owner shall have discharged its obligations in relation to the provision of public open space with respect to the subdivision of Stage 1 otherwise required under the Scheme and the SD Act.
- 3.5.2 The Owner acknowledges and accepts its obligation to vest in the Council the land identified in Items 10 and 11 on the Infrastructure Plan (the proposed location of which are identified as 'R08' and 'R05 respectively') to satisfy the requirements in relation to the provision of public open space under the Scheme and the SD Act and that:
- 3.5.2.1 land, for the purposes of Items 10 and 11, must be set aside on a plan, certified by the Council, to be vested in the Council upon the registration of the plans of subdivision with respect to Stage 2 and Stage 4 respectively; and
- 3.5.2.2 any planning permit issued to allow the subdivision of Stage 2 or Stage 4 will include conditions to that effect.

3.6 Drainage Reserves

- 3.6.1 Upon the vesting of the land identified in Item 9 on the Infrastructure Plan in the Melbourne Water Corporation, the Owner shall have discharged its obligations in relation to the provision of land for the purposes of drainage with respect to the development of Stage 1 otherwise required under the Permit.
- 3.6.2 The Owner acknowledges and accepts its obligation to vest in the Council the land identified in Item 12 on the Infrastructure Plan and that:
- 3.6.2.1 that land must be set aside on a plan, certified by the Council, to be vested in the Council upon the registration of the plan of subdivision with respect to Stage 3; and
- 3.6.2.2 any planning permit issued to allow the subdivision of Stage 3 will include conditions to that effect.

4 GENERAL**4.1 Successors in title**

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

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4.2 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.3 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.4 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement, in the event that the Mortgagee becomes mortgagee in possession of the Land.

4.5 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.6 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.6.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.6.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.6.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.6.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement;

and the Owner agrees:

- 4.6.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

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- 4.6.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.6.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.6.8 if the Owner executes a mortgage as required by clause 4.6.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.7 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.8 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

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4.11 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

4.12 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

4.13 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

4.14 Enforcement and severability

4.14.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

4.14.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

5 NOTICES**5.1 Service of notice**

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

5.1.1 personally on the person;

5.1.2 by leaving it at the person's address set out in this Agreement;

5.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

5.1.4 by facsimile to the person's current number notified to the other party.

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5.2 Time of service

A notice or other communication is deemed served:

- 5.2.1 if served personally or left at the person's address, upon service;
- 5.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 5.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 5.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 6.1 the singular includes the plural and vice versa;
- 6.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 6.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 6.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 6.5 words importing one gender include other genders;
- 6.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 6.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 6.7.1 two or more parties; or
 - 6.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 6.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 6.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 6.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

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- 6.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 6.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 6.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 6.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

7 TERMINATION OF AGREEMENT

7.1 Termination

- 7.1.1 Subject to clauses 7.1.2 and 7.1.3, this Agreement ends when the Owner has complied with all of its obligations under this Agreement or earlier by mutual agreement between the parties.
- 7.1.2 Within 14 days after the issue of the Stage 1 SoC, the Council must (in accordance with section 183(1) of the Act) notify the Registrar of Titles of the ending of this Agreement as to that part of the Land comprised of the Stage 1 Lots.
- 7.1.3 This Agreement may, otherwise be terminated in accordance with the provisions of Division 2 of Part 9 of the Act.

7.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, comply with section 183(1) of the Act and tell the Registrar of Titles of the ending of the Agreement.

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**ANNEXURE A
(copy of Endorsed Plan)**

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The plan which is Annexure A may have been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority; and
- the Owner of the Land as at the date the Agreement was executed.

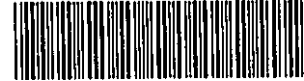
A copy of the counterpart Agreement together with Annexure A is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

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**ANNEXURE B
(copy of PIP)****AK330290N**

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The plan which is Annexure B may have been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority; and
- the Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart Agreement together with Annexure A is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

ANNEXURE C
(copy of Works Staging Plan)



The plan which is Annexure C may have been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority; and
- the Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart Agreement together with Annexure A is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

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SIGNED SEALED AND DELIVERED by the)
 Chief Executive Officer on behalf of **CASEY**)
CITY COUNCIL pursuant to the power)
 delegated to that person by an Instrument of)
 Delegation dated the 1 May 2012 in the)
 presence of:)

 Witness

 Chief Executive Officer

THE COMMON SEAL of **INVESTA**)
NOMINEES (2) PTY LTD, ACN 128 351 011,)
 was affixed in accordance with section)
 127(2) of the *Corporations Act 2001* in the)
 presence of authorised persons:



 Director

Jonathan Callaghan
 Full name

Level 6
126 Phillip Street
 Usual address **SYDNEY NSW 2000**



 *Director/company secretary
 *Delete whichever is inapplicable

Andrew Jason Murray
 Full name

Level 6
126 Phillip Street
 Usual address **SYDNEY NSW 2000**

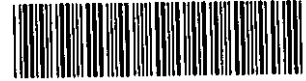
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SIGNED SEALED AND DELIVERED by the)
 Chief Executive Officer on behalf of **CASEY**)
CITY COUNCIL pursuant to the power)
 delegated to that person by an Instrument of)
 Delegation dated the 1 May 2012 in the)
 presence of:)

Mike Tyler

Witness

[Handwritten signature]

Chief Executive Officer

THE COMMON SEAL of **INVESTA**)
NOMINEES (2) PTY LTD, ACN 128 351 011,)
 was affixed in accordance with section)
 127(2) of the *Corporations Act 2001* in the)
 presence of authorised persons:

Director

Full name

Usual address

*Director/company secretary

Full name

*Delete whichever is inapplicable

Usual address



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Creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958

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Lodged by

9E

Name:

Phone:

Address:

Reference:

437879203: 25.31

Customer code:

TZ 4194498

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed:

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land, including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

VOLUME:

11928

FOLIO:

830

Estate and interest: (e.g. all my estate in fee simple)

ALL MY ESTATE IN FEE SIMPLE

Consideration:

~~\$750,000.00~~

\$825,000.00

Transferor: (full name)

AVID PROPERTY GROUP NOMINEES PTY LTD, ACN 088 212 631

Transferee: (full name and address, including postcode)

CP CRANBOURNE PTY LTD, ACN 613 944 773 439 KING STREET WEST MELBOURNE VIC, 3003

Creation and/or reservation of easement and/or restrictive covenant

"THE TRANSFEEE FOR ITSELF AND ITS SUCCESSORS, TRANSFEEES AND ASSIGNS THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE LAND HEREBY TRANSFERRED AND EACH AND EVERY PART OF IT DOES HEREBY AND AS SEPARATE COVENANTS, COVENANT WITH THE TRANSFEROR ITS SUCCESSORS IN TITLE, ASSIGNS AND TRANSFEEES THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 11426 FOLIO 744 AND EVERY PART OR PARTS THEREOF (BENEFITED LAND) NOT AT ANY TIME TO (AND NOT TO CAUSE, ALLOW OR

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Page 1 of 4

THE BACK OF THIS FORM MUST NOT BE USED

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

AQ582037Q

Creating an easement and/or restrictive covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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PERMIT ANY OTHER PERSON OR PARTY TO):

(A) SUBDIVIDE THE LAND UNLESS AN OCCUPANCY PERMIT (OR PERMITS) HAS BEEN ISSUED UNDER THE BUILDING ACT 1993 FOR A BUILDING ON EACH LOT;

(B) USE OR DEVELOP THE LAND HEREBY TRANSFERRED FOR ANY OF THE FOLLOWING USES OR PURPOSES:

- (I) CAFE;
- (II) SHOPS
- (III) BROTHEL;
- (IV) CONCRETE BATCHING PLANT;
- (V) VEHICLE WRECKERS;
- (VI) JUNK YARD;
- (VII) PANEL BEATERS;
- (VIII) PLACE OF WORSHIP;
- (IX) ADULT SEX BOOKSHOP;
- (X) AGRICULTURE;
- (XI) CARETAKERS RESIDENCE;
- (XII) CIRCUS;
- (XIII) CARNIVAL;
- (XIV) CROP RAISING;
- (XV) ANIMAL HUSBANDRY;
- (XVI) MINING;
- (XVII) CONCRETE PANEL PLANT;
- (XVIII) RECYCLING PLANT (TRADE DEPOT OR MATERIALS RECYCLING);
- (XIX) PETROL STATION;
- (XX) CHILD CARE CENTRE,

nu

AND IT IS AGREED THAT THE BENEFIT OF THIS COVENANT SHALL BE ANNEXED TO AND RUN AT LAW AND IN EQUITY WITH THE BENEFITED LAND AND THAT THE BURDEN OF THIS COVENANT SHALL BE ANNEXED TO AND RUN AT LAW AND IN EQUITY WITH THE LAND HEREBY TRANSFERRED AND THAT THIS COVENANT SHALL BE NOTED AND APPEAR AS AN ENCUMBRANCE ON ALL FUTURE CERTIFICATE(S) OF TITLE FOR THE LAND HEREBY TRANSFERRED."

Signing:

35271702A

45-2TLA

Page 2 of 4

THE BACK OF THIS FORM MUST NOT BE USED

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

AQ582037Q


Creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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

Certifications

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

Executed on behalf of CP CRANBOURNE PTY LTD
Signer Name NICHOLAS WILLIAM ALBON
Signer Organisation NICHOLAS WILLIAM ALBON
Signer Role AUSTRALIAN LEGAL PRACTITIONER
Signature 
Execution Date 01/11/2017

Signing:

35271702A

45-2TLA

Page 3 of 4

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AQ582037Q

**Creating an easement and/or restrictive covenant
Section 45 Transfer of Land Act 1958**

Privacy Collection Statement

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

EXECUTED BY Avid Property Group Nominees Pty Ltd)
By being signed by its attorney under Power of)
Attorney dated in the presence)
of:)

Attorney:.....

Attorney Name:.....

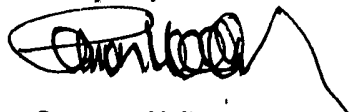
Witness:.....

Executed for Avid Property Group Nominees Pty Ltd
by being signed by the person(s) authorised to sign
for the company

Director Cameron Holt
Full Name Director
Usual Address Level 35, 259 George Street
Sydney NSW 2000

Director/Secretary Nicole Bannerman
Full Name Group General Counsel
Usual Address 35/259 George St
Sydney NSW 2000

X



Cameron Holt

X



Nicole Bannerman

35271702A

45-2TLA

Page 4 of 4

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



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 25/07/2025 03:15:43 PM

| | | | |
|----------------------|------------------------|----------------|-----------|
| Status | Registered | Dealing Number | AU820791V |
| Date and Time Lodged | 17/09/2021 02:16:24 PM | | |

Lodger Details

| | |
|-------------|--------------|
| Lodger Code | 18440T |
| Name | MSA NATIONAL |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | |

TRANSFER

| | |
|--------------|----------|
| Jurisdiction | VICTORIA |
|--------------|----------|

Privacy Collection Statement

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

Land Title Reference

12178/896

Transferor(s)

| | |
|------|-----------------------|
| Name | CP CRANBOURNE PTY LTD |
| ACN | 613944773 |

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 520000.00

Transferee(s)

| | |
|-----------------------------|-----------------|
| Tenancy (inc. share) | Sole Proprietor |
| Given Name(s) | JACOB |
| Family Name | DEARY |
| Address | |
| Street Number | 24 |
| Street Name | GREENSLATE |
| Street Type | STREET |



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

| | |
|----------|-------------|
| Locality | CLYDE NORTH |
| State | VIC |
| Postcode | 3978 |

Duty Transaction ID
5223553

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

Execution

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

| | |
|-----------------------|-------------------------------|
| Executed on behalf of | JACOB DEARY |
| Signer Name | LYNN SALDANHA |
| Signer Organisation | BIZCOM LEGAL |
| Signer Role | AUSTRALIAN LEGAL PRACTITIONER |
| Execution Date | 17 SEPTEMBER 2021 |

Execution

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

| | |
|-----------------------|-------------------------------|
| Executed on behalf of | CP CRANBOURNE PTY LTD |
| Signer Name | NICHOLAS ALBON |
| Signer Organisation | NICHOLAS WILLIAM ALBON |
| Signer Role | AUSTRALIAN LEGAL PRACTITIONER |
| Execution Date | 17 SEPTEMBER 2021 |

File Notes:
NIL

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

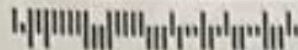
Statement End.

RATE & VALUATION NOTICE

1 JULY 2023 - 30 JUNE 2024

City of Casey

Bunja Place, 2 Patrick Northeast Drive, Narre Warren
Tel: 03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
ABN: 43 320 295 742



032-3977 (78350)

J Deary
12 Coral-Pea Way
CRANBOURNE WEST VIC 3977

PROPERTY: 12 Coral-Pea Way CRANBOURNE WEST VIC 3977
Lot 31 PS 811468A

PRESCRIBED DATE OF VALUATION:
(Valuation as at) 1 JAN 2023

OPERATIVE DATE:
(Effective from) 1 JULY 2023

CAPITAL IMPROVED VALUE:
(Total Property Value) **\$490,000**

SITE VALUE:
(Land Value) **\$110,000**

**NET ANNUAL
VALUE: \$24,500**

RATES & CHARGES:**CALCULATION:****AMOUNT:**

| | | |
|--|------------------------|------------|
| Fire Service Levy Residential Fixed | 125.00 | \$125.00 |
| Fire Service Levy Residential Variable | (.000046 x CIV) | \$22.54 |
| Garbage No Garden Waste 120L | @ \$349.00 | \$349.00 |
| General Rate | @ \$0.0021502098 x CIV | \$1,053.60 |

Current rates and fire services property levy must be paid 15 February 2024 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:

121 - Conjoined Strata Unit/Townhouse

RATE CAPPING

Council has complied with the Victorian Government's rate cap 3.5%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- i) The valuation of your property relative to the valuation of other properties in the municipal district
- ii) The application of any differential rate by Council
- iii) The inclusion of other rates and charges not covered by the Victorian Government's rate cap.



To update your contact details, please notify us at
www.casey.vic.gov.au/update-your-contact-details



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

ISSUE DATE: 31/07/2023

PROPERTY ID: 164335

ACCOUNT REF NO.: 01643356

① All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:**OPTION 1:****PAY OVER 4 INSTALMENTS**

To pay by instalments, you **MUST** pay the first instalment by the due date.

- Instalment 1: **2 October 2023**
\$387.49
- Instalment 2: **30 November 2023**
\$387.55
- Instalment 3: **29 February 2024**
\$387.55
- Instalment 4: **31 May 2024**
\$387.55

OPTION 2:**PAY IN FULL \$1,550.14**

Due by **15 February 2024**

OPTION 3:**PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS**

Existing Direct Debit arrangements will continue from **28 September 2023**.

A Payment Schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS

Biller Code: 8995
Ref: 01643356

BPAY® this payment via internet or phone banking.

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.: 01643356

INSTALMENT AMOUNT:

DUE BY 2/10/2023

\$387.49

TOTAL AMOUNT:

DUE BY 15/02/2024

\$1,550.14

DATE: / /

\$

RATEPAYER: J Deary
PROPERTY: 12 Coral-Pea Way CRANBOURNE WEST VIC 3977
PROPERTY ID: 164335



*71 179 1643356 84



TIS: 131460 (Translating and Interpreting Service) الترجمة الفورية 8888 8888 8888 8888 8888 8888

CASEY.VIC.GOV.AU



JACOB DEARY
C/O: VERA ODUMA
12 CORAL-PEA WAY
CRANBOURNE WEST VIC 3977

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 131 851
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

Bill note:
Please pay in accordance with your payment plan agreement. To view and manage your payments visit mysoutheastwater.com.au

| | | | | | |
|-----------|--|-------------------|--|-----------------------------------|--|
| | | | | Account number: 36255106 | |
| | | | | Payment plan fortnightly: \$61.00 | |
| Last bill | | Payments received | | Balance | |
| \$231.80 | | — \$231.80cr = | | \$0.00 | |
| | | | | Current charges | |
| | | | | + \$446.50 | |
| | | | | Balance | |
| | | | | \$446.50 | |

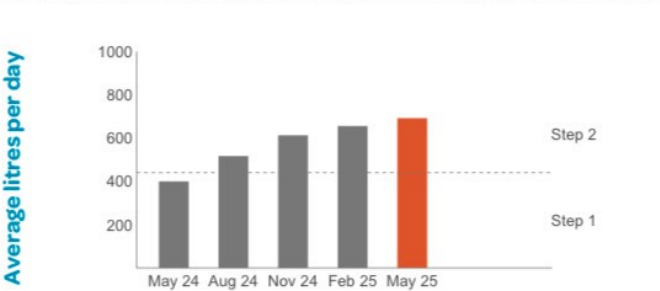
Your account breakdown

| | |
|-------------------------------------|--|
| Issue date | 02 June 2025 |
| Property | 12 Coral Pea Way CRANBOURNE WEST VIC 3977 |
| Property reference | 53C//13376/00006 |
| Last bill | \$231.80 |
| Payment received | \$231.80cr |
| Balance brought forward | \$0.00 |
| Our charges (no GST) | \$394.20 |
| Other authorities' charges (no GST) | \$52.31 |
| Balance | \$446.50 |

Your snapshot

| | |
|-------------------------|------------|
| Average daily water use | 692 litres |
| Average daily cost | \$4.32 |

Your water use



Previous bills

| | | | | | |
|---------------------------------------|-----|-----|-----|-----|-----|
| Number of people in a household | 1 | 2 | 3 | 4 | 5 |
| Average daily use (litres) per person | 692 | 346 | 231 | 173 | 138 |
| Meeting Target 150? | x | x | x | x | ✓ |

Recycled water not included in calculation

Payment options

- DD Direct debit**
Set up payments at southeastwater.com.au/paymybill
- BPAY® (Up to \$20,000)**
Biller code: 24208 Ref: 1003 6255 1000 002
- Credit card**
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**
BSB: 033-874 Account number: 36255106
Account name: South East Water Corporation
- Post Billpay**
BillpayCode: 0361 Ref: 1003 6255 1000 002
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.
- Centrepay**
Go to servicesaustralia.gov.au/centrepay for more information.
Reference number: 555 050 397J

| | |
|-----------------|----------|
| Balance: | \$446.50 |
| Account number: | 36255106 |
| Date paid: | |
| Receipt number: | |

Property ref: 53C//13376/00006
12 CORAL PEA WAY
CRANBOURNE WEST VIC 3977



*361 100362551000002

PN53C



Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179
ABN 98 631 886 578
T 03 9017 5395
E info@resibc.com.au

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006, Owners Corporations Regulations 2018 Regulation 16

Property: 12 Coral-Pea Way CRANBOURNE WEST

This certificate is issued for Lot 31 on Plan No. 811468

IMPORTANT: *The information in this certificate is issued on 30/07/2025. We will provide an update in writing to the levy paid-to-date without additional charges. The request must be sent to info@resibc.com.au. A new certificate is recommended prior to settlement.*

1. The present fees for the above Lot are \$1,500.00 per annum for the Administrative Fund, payable Quarterly in advance. The financial year for the property is (01/01/2025 - 31/12/2025). The next Quarterly levy of \$374.00 is due on 01/10/2025.
2. **The fees are paid up until:**
30/09/2025
3. **Unpaid fees and levies presently total:**
\$0.00 plus penalty interest of \$0.00
4. **No special fees or levies have been struck except:**
A special levy may be struck at the next Annual General Meeting if the Owners Corporation has a budget deficit this financial year.
5. **The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges are:**
None known to the Manager as at the date of the certificate
6. **The Owners Corporation has the following insurance cover:**
Name of Insurer: Strata Community Insurance
Policy No: VRSC19006114
Type of Policy: Building/Common Property
Expiry date: 05/12/2025
Building/Common Property: \$20,892,147.00
Office Bearers: \$1,000,000.00
7. **Has the Owners Corporation resolved that the members may arrange their own insurance under Section 61A of the Act?**
No
8. **The total funds held by the owners corporation as at 30/07/2025 is:**
Administrative Fund = \$12,829.04
9. **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies, repairs and maintenance as set out in 1-5?**
None known to the Manager as at the date of the certificate
10. **Are there any current contracts, leases, licences or agreements affecting the common property?**
Owners Corporation Management - Resi Body Corporate



Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179
ABN 42 465 496 278
T 03 9017 5395
E info@resibc.com.au

11. Are there any agreements to provide services to lot owners, occupiers or the public?

None known to the Manager as at the date of the certificate

12. Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?

None known to the Manager as at the date of the certificate

13. Is the Owners Corporation party to any legal proceedings or aware of any circumstances that may give rise to proceedings:

None known to the Manager as at the date of the certificate other than legal proceedings for the purpose of recovering arrears from lot owners

14. The Owners Corporation has resolved to appoint a manager:

Resi Body Corporate
Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179

15. The Owners Corporation is not aware of an application or a proposal for the appointment of an administrator.

NOTE: Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register, subject to the provisions of the Owners Corporation Act 2006. Please make your request in writing to the Owners Corporation Manager noted above.

This certificate is issued on the following basis:

1. Information contained in this certificate is correct to the best of our knowledge at the date of issue.
2. This information is subject to change without notice.
3. Please be advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
4. Signed in the capacity of Manager pursuant to an instrument of delegation made by the Owners Corporation. No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the Manager.

Date of issue: 30/07/2025

A handwritten signature in black ink that reads 'Alex Mirt'.

Alex Mirt on behalf of the Owners Corporation

Suite 2046, 44 Lakeview Drive, Scoresby VIC 3179
Phone: 03 9017 5395
info@resibc.com.au





Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179
ABN 42 465 496 278
T 03 9017 5395
E info@resibc.com.au

Owners Corporations Regulations 2018 SCHEDULE 3

Form 2

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation.

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

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

MODEL RULES FOR AN OWNERS CORPORATION

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and 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 the 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.

Suite 2046, 44 Lakeview Drive
Scoresby VIC 3179
T 03 9017 5395
E info@resibc.com.au



132–138 CENTRAL PARK WAY, CRANBOURNE WEST VIC 3977
Owners Corporation Plan No. 811468

Interim Minutes of the Annual General Meeting

Venue: via Teleconference (Zoom)
Date: Tuesday 18 March 2025 at 5:30PM

| Present | Lot |
|----------------|------------|
| E Djaelani | 6 |
| C Chen | 11 |
| J Aivaliotis | 14 |
| B Sankey | 26 |

Guests

C Menahem, Resi Body Corporate
A Mirt, Resi Body Corporate

Chairperson

It was resolved to appoint C Menahem to act as the chairperson of the meeting.

Minutes of previous annual general meeting

It was resolved that the minutes of the annual general meeting held on 28 March 2024 by Advance Strata Consulting as presented to the meeting be confirmed as a true and accurate account of the proceedings at that meeting.

Financial statements

It was resolved to approve and adopt the statement of financial performance for the year ended 31 December 2024 and the statement of financial position as at 31 December 2024.

Tree Pruning

It was discussed that the committee had approved a tree pruning quote of \$6,380.00 for the entire estate. This includes pruning all trees along the front of the buildings on the Morialta Rd side of the property, pruning all pear trees on either side of the common driveway between the two buildings, and pruning the trees on either side of the buildings in the walkway garden area. The work will involve reducing the height of all trees just below the upper level and trimming any side branches to create a more upright shape.

Meter Panel/Switchboards

A discussion took place about the poor condition of the meter boards and cabinets, with some damaged or jammed. An electrician assessed the situation, highlighting safety concerns, as water could damage the meters. TFE Electrical provided the most cost-effective quote of \$2,740 for repairs, including hinge mount fixes, new threads, and replacing doors with PI locks and a key safe. It was resolved to proceed with repairs on the cabinet near Push-Pea Way, while further consultation with the electrician will confirm if repairs are needed for the second cabinet, which was repaired approximately 15 months ago.

Fees to cover general administration and maintenance

It was resolved that pursuant to section 23 of the Owners Corporations Act 2006, an amount of \$54,000 including GST, if applicable, be raised to meet the anticipated expenses of the owners corporation for the financial year ending on 31 December 2025. This fund is to remain in force until the next annual general meeting.

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Fees

The fees per unit for the quarter commencing 1st January, April, July and October.

Please see attached Schedule of Fees.

It was resolved that pursuant to section 31 of the Owners Corporations Act 2006 the manager will issue fee notices in the approved form and that the date of notice will be the production date of that notice.

Late payment of administration fund and levies

It was resolved that all charges and levies are payable within 28 days of the date of notice.

It was further resolved that the owners corporation will, pursuant to section 29 of the Owners Corporations Act 2006, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the Penalty Interest Rates Act 1983. The current penalty interest rate is 10.00% p.a. which is calculated daily.

It was further resolved that the costs incurred by the owners corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, will be fully recoverable from the indebted lot owner.

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 levies, fees and charges due.

It was resolved that any owners owing more than \$700 in arrears will be taken to VCAT if payment hasn't been made 28 days after the final fee notice is issued.

Arrears as at date of meeting

The manager advised the meeting that there are three owners in arrears as at the date of this meeting.

Office bearers

It was resolved that a committee of 3 members be appointed until the next annual general meeting. The following were declared duly elected as members of the committee of the owner's corporation:

| <u>Name</u> | <u>Lot</u> |
|--------------|------------|
| C Chen | 11 |
| J Aivaliotis | 14 |
| B Sankey | 26 |

Delegation to the committee

It was resolved that the owner's corporation delegates by these minutes to the committee of the owners corporation all the powers it may properly delegate pursuant to the provisions of section 11 of the Owners Corporations Act 2006 except the removal of a manager under Part 6 of the Owners Corporations Act 2006.

Delegation to the manager

It was resolved that pursuant to section 11 of the Owners Corporations Act 2006, the owners corporation delegate powers and functions to the manager as set out in these minutes and the management agreement.

It was further resolved to appoint Resi Body Corporate as the manager of Owners Corporation No.811468 as per the management agreement.

It is noted that Atlas Partners Pty Ltd trading as Resi Body Corporate Management holds professional indemnity cover of \$5,000,000.

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Insurance

It was resolved that the manager will provide comparative quotations for insurance cover to committee members prior to renewal. Should the committee not respond prior to the due date for renewal, the manager has a standing direction to place cover with the insurer as recommended by the broker or insurer.

| | | |
|---------------------------|--------------|-------------------------|
| Insurer: | SCI | |
| Building | \$20,892,147 | Standard excess \$1,000 |
| Public liability | \$20,000,000 | |
| Office bearers' liability | \$1,000,000 | |

Members were reminded that owners corporation insurance **does not** cover contents, owners' chattels, including carpets and floating floors, inside the units. Each owner should have contents insurance which includes personal public liability. Landlords are advised to have landlord's contents cover.

Any excess applicable to a claim is paid by the party making the claim. If the claim is for damage to common property, the owner's corporation will pay the excess. Where the claim is for damage to a member's lot, the excess will be paid by the member making the claim.

Damage to common property

It was resolved that the owners corporation may levy a lot owner a fee to cover the cost of damage to common property caused by a lot owner, a lot owner's lessee, or a guest or contractor of the lot owner or lot owner's lessee where the damage isn't covered by insurance or the cost of the damage is less than the excess amount payable on an insurance claim in relation to the damage.

OH&S

The manager reminded members that compliance with the occupational health & safety regulations is an ongoing obligation. Members should regularly monitor the property and advise the manager of any new issues that may arise. It was resolved not to proceed with an OH&S audit.

GENERAL BUSINESS

Speed limit

A discussion was held regarding cars taking shortcuts through Coral-Pea Way and speeding. Concerns were raised about the frequent use of this street by the public. It was resolved to obtain quotes for signage indicating "Private Property - Residents Only" as well as speed limit signs and present these quotes to the committee for review. The manager will also gather price estimates for installing speed bumps in the area to help reduce speed. This will allow the committee to assess potential costs, and if the issue continues by the next AGM, this solution may be considered further.

Parking

Owners raised parking concerns about cars consistently parked outside 132-138 Central Park Way, Cranbourne West, which also blocks bins on collection days. As the parking is on public streets, it falls under council responsibility however the manager offered to contact the City of Casey to inquire about a "no standing" sign during certain hours on this occasion only. The chairperson, Benita, had previously contacted the council, but no action was taken. If the issue continues, individual owners will need to contact the council directly.

As there was no further business to discuss, the meeting concluded at 6:25PM.

OWNERS CORPORATION PLAN NO. 811468

Courtney Menahem
 Owners Corporation Manager

M 0403 355 531
 E courtneym@resibc.com.au

25 March 2025

Suite 2046, 44 Lakeview Drive
 Scoresby VIC 3179
 T 03 9017 5395
 E info@resibc.com.au



Owners Corporation Plan No. 811468

Fee Schedule

| <u>Unit No</u> | <u>28/01/25 to 31/03/25</u> <u>01/04/25 to 30/06/25</u> | <u>01/07/25 to 30/09/25</u> <u>01/10/25 to 31/12/25</u> | <u>01/01/26 to 31/03/26</u> |
|----------------|--|--|-----------------------------|
| 1-36 | \$376 | \$374 | \$375 |
| TOTAL | \$13,536 | \$13,464 | \$13,500 |

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to section 78(4).

- (1) *Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) *Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) *The minutes must be accompanied by a notice setting out the effect of subsection (4).*
- (4) *Interim resolutions become resolutions of the owners corporation—*
 - (a) *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
 - (b) *if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*
 - (c) *if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*

Note

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.



STRATA COMMUNITY
INSURANCE

 stratacommunityinsure.com.au

T 1300 SCINSURE (1300 724 678)
E myenquiry@scinsure.com.au
A PO Box 13132, Law Courts, VIC 8010

CERTIFICATE OF CURRENCY

THE INSURED

| | |
|------------------------|---|
| POLICY NUMBER | VRSC19006114 |
| PDS AND POLICY WORDING | Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021 |
| THE INSURED | Owners Corporation Plan No. CS 811468A |
| SITUATION | 25-31 Morialta Road & 132-138 Central Parkway, Cranbourne West, VIC, 3977 |
| PERIOD OF INSURANCE | Commencement Date: 4:00pm on 05/12/2024 Expiry Date: 4:00pm on 05/12/2025 |
| INTERMEDIARY | Body Corporate Brokers |
| ADDRESS | Level 12, 390 St Kilda Road, Melbourne, VIC, 3004 |
| DATE OF ISSUE | 25/11/2024 |

POLICY LIMITS / SUMS INSURED

| | | | |
|------------|---------------------------------------|--|--------------|
| SECTION 1 | PART A | 1. Building | \$20,892,147 |
| | | Common Area Contents | Not Included |
| | PART B | 2. Terrorism Cover under Section 1 Part A2 | Applies |
| | | Loss of Rent/Temporary Accommodation | \$3,133,822 |
| | OPTIONAL COVERS | 1. Flood | Not Included |
| | | 2. Floating Floors | Not Included |
| SECTION 2 | Liability | | \$20,000,000 |
| SECTION 3 | Voluntary Workers | | Included |
| SECTION 5 | Fidelity Guarantee | | \$100,000 |
| SECTION 6 | Office Bearers' Liability | | \$1,000,000 |
| SECTION 7 | Machinery Breakdown | | Not Included |
| SECTION 8 | Catastrophe | | Not Included |
| SECTION 9 | PART A | Government Audit Costs – Professional Fees | \$25,000 |
| | PART B | Appeal Expenses | \$100,000 |
| | PART C | Legal Defence Expenses | \$50,000 |
| SECTION 10 | Lot Owners' Fixtures and Improvements | | \$300,000 |
| SECTION 11 | Loss of Lot Market Value | | Not Included |

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 25 July 2025 03:19 PM

PROPERTY DETAILS

Address: **12 CORAL-PEA WAY CRANBOURNE WEST 3977**

Lot and Plan Number: **Lot 31 PS811468**

Standard Parcel Identifier (SPI): **31\PS811468**

Local Government Area (Council): **CASEY** www.casey.vic.gov.au

Council Property Number: **164335**

Planning Scheme: **Casey** [Planning Scheme - Casey](#)

Directory Reference: **Melway 129 C12**

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CRANBOURNE**

OTHER

Registered Aboriginal Party: **Bunurong Land Council**

Aboriginal Corporation

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

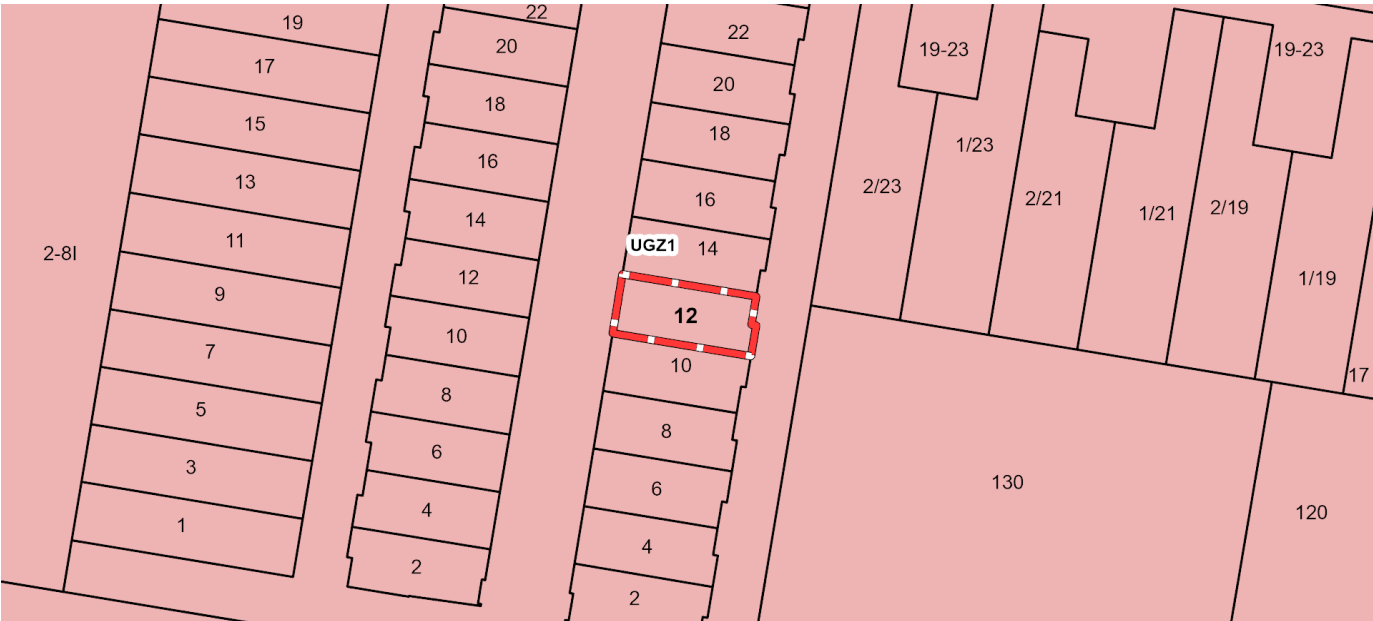
Fire Authority

[View location in VicPlan](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 1 \(UGZ1\)](#)



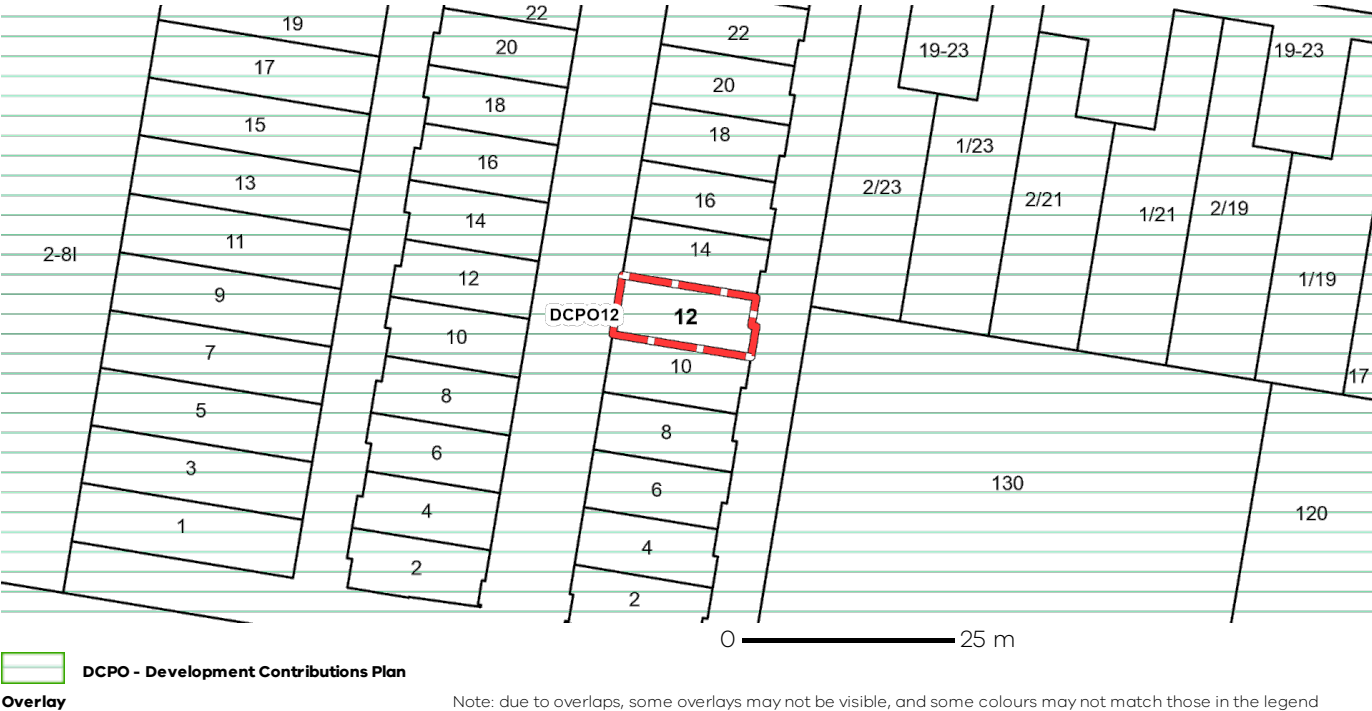
UGZ - Urban Growth

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

PLANNING PROPERTY REPORT

Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12 \(DCPO12\)](#)



Further Planning Information

Planning scheme data last updated on 24 July 2025.

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

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

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

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

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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

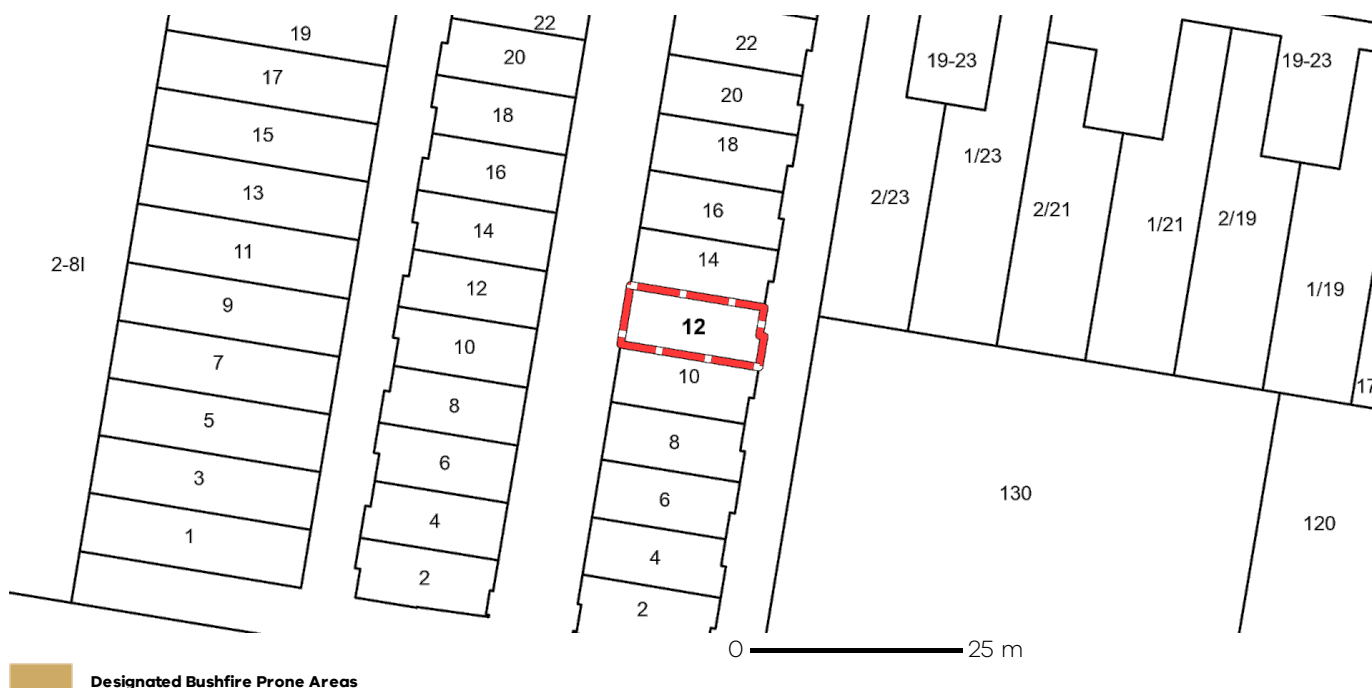
Department
of Transport
and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region 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 Information Management system <https://nvim.delwp.vic.gov.au/> 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 \(environment.vic.gov.au\)](#)

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 25 July 2025 03:19 PM

PROPERTY DETAILS

Address: **12 CORAL-PEA WAY CRANBOURNE WEST 3977**

Lot and Plan Number: **Lot 31 PS811468**

Standard Parcel Identifier (SPI): **31\PS811468**

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

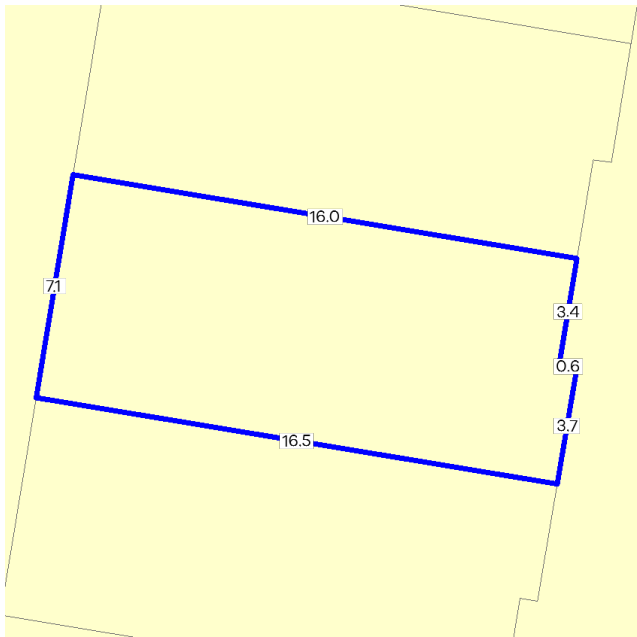
Council Property Number: **164335**

Directory Reference: **Melway 129 C12**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 115 sq. m

Perimeter: 47 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: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**

Legislative Assembly: **CRANBOURNE**

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



 Selected Property

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.