

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address **10 Lorikeet Court, Pakenham 3810**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 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; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:
..... on...../...../2025

Print name(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)

SIGNED BY THE VENDOR:
..... on...../...../2025

Print name(s) of person(s) signing: **LUCIA DAS DORES LOPES XIMENES AND NATALINO FAUSTINO DE JESUS CUNHA**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

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.

Particulars of sale

Vendor's estate agent

Right Key Real Estate

Level 1, Suite 109, 1060 Thompsons Road, Cranbourne West, VIC 3977

Email: mannarightkeyrealestate.com.au

Tel: 0430 341 381

Mob: 0424 685 126

Fax:

Ref:

Vendor

LUCIA DAS DORES LOPES XIMENES AND NATALINO FAUSTINO DE JESUS CUNHA

10 Lorikeet Court, Pakenham, VIC 3810

Email:

Vendor's legal practitioner or conveyancer

Strata Conveyancing

116 Main Street, Pakenham VIC 3810

DX: 81012 Pakenham

Email: mail@stratapakenham.com.au

Tel: 03 5940 3977

Mob:

Fax: 03 5930 9986

Ref: LE:236187/Ximenes

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
Volume	10925	Folio	364	711	531185X
Volume		Folio			

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **10 Lorikeet Court, Pakenham 3810**

Goods sold with the land (general condition 2.3(f))

ALL FIXTURES AND FITTINGS OF A PERMANENT NATURE AS INSPECTED.

Payment (general condition 11)

Price \$

Deposit \$ by (of which \$ has been paid)

Balance \$ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)**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
- 14 days 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 words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special conditions

Special Conditions

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

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

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

☒ Special condition 1 – 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

- 2.1 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 33.3 is replaced with the following:

- 3.1 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**

- 4.1 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 5 – Foreign resident capital gains withholding**

General condition 15A is added:

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 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 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 in special 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 to the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

5B. GST WITHHOLDING

- 15B.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:
- 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
 - 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:
- 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;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 5B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- 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
 - 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:
- so agreed by the vendor in writing; and
 - 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:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - 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:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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:
- 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
 - 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - 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:

SERVICE

- 6.1 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.
- 6.2 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, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 6.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 6.4 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*.
- 6.5 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:

7 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. 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 lodgment 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 transactions 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 insurer 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 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 report**

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special Condition 13-Bank Decline Letter

- 13.1 A letter of decline from the bank and not a broker must be provided to end the contract if the purchaser fails to obtain finance approval.**

Special Condition 14 – Land Tax

- 14.1 Land Tax is not an adjustable item and GC 15.2 (b) is hereby deleted**

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 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 predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 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. BUILDING WARRANTY INSURANCE

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

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 10.00 a.m. and 4.00 p.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 is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 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 than 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 a 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 adjustment 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.

Schedule 2 – Vendor’s GST Withholding Notification for the purpose of Section 14-255 to the *Taxation Administration Act 1953 (Cth)*

Vendor: LUCIA DAS DORES LOPES XIMENES AND NATALINO FAUSTINO DE JESUS CUNHA

Vendor’s Address: 10 Lorikeet Court, Pakenham, Victoria

ABN Not applicable

Purchaser: The Purchaser named in the Particulars of Sale

Address of Property sold: 10 Lorikeet Court, Pakenham, Victoria

Category of Property sold: Old or established residential premises

Contract Price: Refer Price detailed in the Particulars of Sale

GST Amount Purchaser is
Required to pay to
Australian Taxation Office
at settlement

NIL – The Purchaser is not required by section 14-250 of the
Taxation Administration Act 1953 (Cth) to pay any amount to
the Australian Taxation Office.

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

10 Lorikeet Court, Pakenham 3810

Vendor's name

Lucia Das Dolores Lopes Ximenes

Date

/ /

**Vendor's
signature**

Vendor's name

Natalino Faustino De Jesus Cunha

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Not Applicable.

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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

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*.

Not Applicable.

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 type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- ☒ Vacant Residential Land or Land with a Residence
- ☐ Attach Due Diligence Checklist (this will be attached if ticked)

13. ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 10925 FOLIO 364

Security no : 124122238874M
Produced 21/02/2025 12:32 PM

LAND DESCRIPTION

Lot 711 on Plan of Subdivision 531185X.
PARENT TITLE Volume 10922 Folio 114
Created by instrument PS531185X 10/02/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
NATALINO FAUSTINO DE JESUS CUNHA
LUCIA DAS DORES LOPES XIMENES both of 3/20 CANBERRA AVENUE DANDENONG SOUTH
VIC 3164
AF474306N 17/11/2007

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AF474307L 17/11/2007
COMMONWEALTH BANK OF AUSTRALIA

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
S992409C 18/03/1994

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
S992410C 18/03/1994

DIAGRAM LOCATION

SEE PS531185X 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: 10 LORIKEET COURT PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 23/10/2016

DOCUMENT END

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: All Property Transfer Services - CBAPhone: 9794 9066Address: 1/20 Langhorne Street, DANDENONG 3175Ref: 2447 513874301Customer Code: 205

Privacy Collection

The information from statutory authority is, maintaining publicly in the Victorian Land

AF474306N

MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) 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 reference)*

Certificate of Title Volume 10925 Folio 364

Estate and Interest: *(e.g. "all my estate in fee simple")***All Its Estate In Fee Simple**

Consideration:

\$119,000.00Transferor: *(full name)***SPM VICTORIA PTY LTD ACN 112 529 604**Transferee: *(full name and address including postcode)*

NATALINO FAUSTINO DE JESUS CUNHA AND LUCIA DAS DORES LOPES XIMENES
 of Unit 3, 20 Canberra Avenue DANDENONG SOUTH 3164 as Joint Proprietors

Directing Party: *(full name)***NIL**

Creation and/or Reservation and/or Covenant

The Transferee with the intent of binding itself and each subsequent owner for the time being of the Land in this transfer (the 'Land') COVENANTS with the Transferor and each of the owners from time to time of the lots in Plan of Subdivision No. PS531185X ('Plan of Subdivision', which includes any plan of subdivision subsequently dividing land in the Plan of Subdivision) (apart from the Land) that the Transferee will not in respect of the Land:

- Build or allow to be built on the Land more than one dwelling house (together with the usual outbuildings);
- Build or allow to be built a dwelling house which is not constructed:
 - with all external walls (including windows) of brick, stone, brick veneer, rendered brick, concrete,

Approval No. 1748078A

ORDER TO REGISTER

Please register and issue title to

STAMP DUTY USE ONLY**T2**

Page 1 of 4

Signed

Cust. Code:



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
 Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8630 2070

Commonwealth Bank of Australia	
This stamp is	ABN 48 123 123 124 AP 184
Victorian Duty \$	2,800.00
Consideration / Advance \$	119,000.00
Victorian Assets %	Section
Original / Counterpart / Collateral / Upstamp	
Transaction No.	17813/2007
Endorsing Date	26/10/07
Signature	[Signature] No 14

- glass or timber or any combination of those materials, provided that all materials used in the construction are new and provided that where timber is used in the construction, the timber does not constitute more than 40 per cent of the external walls;
- ii) with a roof (not including a roof of any outbuildings) of any material other than concrete, terracotta tiles, slate or non-reflective pre-painted coated roof sheeting (from Colorbond steel or similar product) or a combination of those materials and at a pitch of not less than 25 degrees;
- c. On Lots of less than 500 square metres build or allow to be built a dwelling house which has a floor area (excluding the area of any carport, garage, terrace, verandah, pergola or other outbuilding) of less than 115 square metres;
- d. On Lots equal to or greater than 500 square metres build or allow to be built a dwelling house which has a floor area (excluding the area of any carport, garage, terrace, verandah, pergola or other outbuilding) of less than 147 square metres;
- e. Build or allow to be built a dwelling house unless at least one roofed garage capable of accommodating a minimum of 2 passenger vehicles shall be constructed simultaneously with the construction of the dwelling house;
- f. Erect or build or allow to be erected or built on the Land any outbuildings (including garage, workshop, garden shed, storageshed or other outbuilding):
- i) that detracts from the dwelling and the general amenity of the land described in the Plan of Subdivision;
- ii) in the area of the Land in front of the building line;
- iii) unless the external walls of the outbuilding are constructed of brick, timber, tiles or non-reflective pre-painted coated roof sheeting (from Colorbond steel or similar product) or any combination of those materials;
- iv) with a roof which is constructed of any material other than tile, slate or non-reflective pre-painted coated roof sheeting (from Colorbond steel or similar product) or any combination of those materials; and
- iiiv) greater than 2.0 metres in height;
- iiiv) greater than 20 square metres in area;
- unless the Transferor otherwise agrees in writing;
- g. Subdivide or allow the Land to be subdivided;
- h. Build or allow to be built:
- i) side or rear boundary fences
- a. Constructed of material other than Colorbond steel or similar product or timber palings or any combination of those material; and
- b. Of less than 1.8 metres in height and greater than 2.0 metres in height;
- ii) any fence forward of the building line other than fencing constructed of masonry rendered brick being the same masonry rendered brick used in the construction of the dwelling house erected on the Lot or constructed of wrought iron or wooden or metal pickets unless the Transferor otherwise agrees in writing;
- iii) any fence within 5 metres forward of the building line which has a height in excess of 1.0 metre;
- I. Commence, carry out, erect, construct or alter any development on the Land without applicable plans and specifications (including finishes schedules) being first prepared, submitted to and approved by the Transferor and then only in compliance with any condition (consistent with these covenants) imposed by the Transferor in respect of that approval;

AF474306N



Approval No. 1748078A

T2

Page 2 of 4



Anstat Pty Ltd

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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

- j. Allow landscaping to the front street view of the Land to remain or be left incomplete for a period of more than 6 months after the date of issue of the Occupancy Permit for the dwelling house, or leave any fencing incomplete after the issue of the Occupancy Permit for the dwelling house erected on the Land;
- k. Build or allow to be constructed any driveway on the Land of any material other than natural or coloured concrete, plain or stamped concrete, bitumen or concrete pavers and allow any driveway so constructed to remain incomplete or partly constructed after the issue of the Occupancy Permit for the dwelling house erected on the Land;
- l. Allow any vehicle with a carrying capacity of one tonne or more (including without limitation a caravan, boat, box trailer, boat trailer and car trailer but excluding any motor cycle, motor car, motor station wagon or utility or four-wheel drive car registered for use on a highway) to be left or parked on the street, nature strip or footpath or on the Land between the building line and the front boundary line unless used during the normal course of business by a visiting tradesperson;
- m. Prior to the issue of the Occupancy Permit for a dwelling house on the Land, allow the general condition of the Land to be other than properly maintained, including by:
- i) keeping the grass cut and ensuring that all rubbish (including builder's rubbish during construction) is kept in a controlled condition, stored in rubbish bins within the boundary of the Land pending removal and removed at least weekly; and
 - ii) ensuring that all building materials and builders rubbish bins are kept within the boundary of the Land pending removal and removed at least weekly and that they do not encroach upon footpaths and nature strips;

AND IT IS AGREED that the benefit of this covenant shall be attached to and run at law and in equity with the whole of the land the subject matter of the Plan of Subdivision (apart from the Land) and that the burden of this covenant shall be annexed to and run at law and in equity with the Land until 31 December 2015.

Dated: 21/01/07
Execution and attestation

Executed by SPM VICTORIA PTY LTD (ACN 122 529 604)

~~by being signed by those persons who are authorised to sign for the company~~
BY ITS ATTORNEY CAROLYN LOUISE TELFER PURSUANT TO

Director: POWER OF ATTORNEY DATED 21..... Director: MAY 2007.....
IN THE PRESENCE OF:

Full Name
(WITNESS)

Full Name
(Signature)

Usual address Usual address

N.C.

AF474306N



Approval No. 1748078A

T2

Page 3 of 4



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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Signed by the Transferee in
the presence of:

DAVID KHUON

.....witness

.....

AF474306N

17/11/2007 \$406 45



Approval No. 1748078A

T2

Page 4 of 4

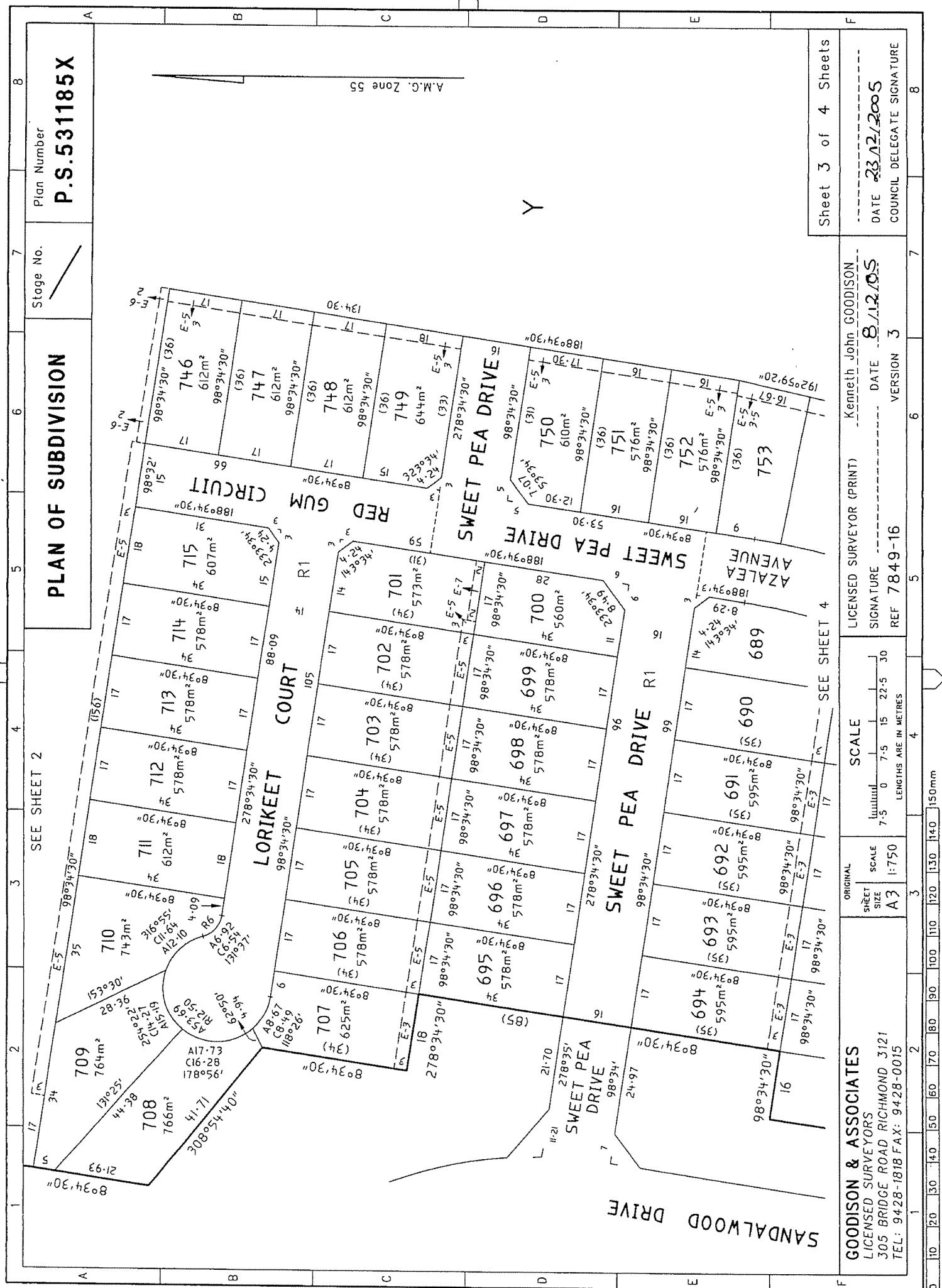


Anstat Pty Ltd

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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

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Lodged by
J. N. MARTIN
1189T



S992410C
S992410C

VICTORIA

APPLICATION BY A RESPONSIBLE
AUTHORITY under Section 181
Planning and Environment Act 1987
for ENTRY OF A MEMORANDUM OF
AGREEMENT under Section 173 of
the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties name for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND	Volume	Folio
	9805	751
	9805	752
	9805	753
	9805	754
	9805	755
	9805	756
	9805	757
	9805	758
	9805	759
	9705	761

ADDRESS OF THE LAND McGregor Road and Thomas Street Pakenham

RESPONSIBLE AUTHORITY The President, Councillors and Ratepayers of
the Shire of Pakenham
Henty Way, Pakenham 3810

PLANNING SCHEME Pakenham Planning Scheme

AGREEMENT DATE 21ST OCTOBER 1991

AGREEMENT WITH TILSWORTH PTY LTD A.C.N. 006 967 871

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority *[Signature]*

TOWN CLERK/CHIEF EXECUTIVE

Date 8/2/94

u - 26 SEP 1994

2001
#1082
of 34001-710
of 71001-15

P.6697 90-10-L.38
re road stage 1 T. Iduski Est.

FURTHER AGREEMENT

THE COUNCIL OF THE SHIRE OF PAKENHAM

of the first part

and TILSWORTH PTY LIMITED

of 127 Wellington Street,
Pahran, Victoria

of the second part

THIS AGREEMENT made the 21st day of October 1991
BETWEEN:

THE PRESIDENT COUNCILLORS AND
RATEPAYERS
OF THE SHIRE OF PAKENHAM
of Henty Way, Pakenham, Vic

(The Council)
of the first part

and TILSWORTH PTY LTD
of 127 Wellington Street, Prahran Vic

(the Owner)
of the second part

WHEREAS:

- A. The Council and the Owner entered into an Agreement dated 16th July 1990 and that Agreement is called the "Parent Agreement" in this Agreement, and
- B. This Agreement has been entered into by the Council and the Owner in accordance with Clause 6.1 of the Parent Agreement; and
- C. The Council and the Owner have agreed without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173 of the Planning and Environment Act.

IT IS HEREBY AGREED by and between the parties as follows:

1. MOUND

1.1 The Owner hereby agrees to construct an earthen mound of a minimum height of three metres at its apex within the Reserve For Public Open Space shown on the Plan of Subdivision for Stage 1 of the development. The extent of the mound shall be in accordance with plan 88-11-13 / 14 attached to this agreement. The mound shall be maintained by the owner for a period of three months from completion of construction.

2. TIME CONSTRAINTS

2.1 The Owner hereby agrees to complete the construction of mound "A" prior to Council issuing a Statement of Compliance for any subdivision into lots to be used for housing within the area shown cross hatched on plan 88-11-13 / 14, and mound "B" prior to Council issuing a Statement of Compliance for any subdivision into lots to be used for housing within the area shown hatched on plan 88-11-13 / 14.

3. FUTURE MAINTENANCE

3.1 Council hereby agrees to assume total responsibility for the maintenance and repair of the earthen mound upon issuing a Statement of Compliance for any subdivision into lots to be used for housing within the area shown hatched and cross hatched on plan 88-11-13 / 14.

4. COSTS

4.1 Each party shall bear their own costs of and incidental to the making of this Agreement.

4.2 The Owner shall bear any stamp duty payable in respect of this Agreement.

5. DISPUTES / DIFFERENCES / ARBITRATION

5.1 Where any dispute or difference shall arise between the parties (other than in circumstances where statutory procedures must be followed and applied) either party may give to the other notice of intention to refer such dispute or difference to arbitration if such dispute or difference shall not be resolved within 30 days of giving of such a notice and if such dispute or difference shall not be so resolved within such period then either party may refer such dispute or difference to the arbitration of the President of the Law Institute of Victoria or his nominee and such arbitration shall be governed by the provisions of the Arbitration Act 1984 and each party shall be entitled to legal representation in respect of the arbitration

6. LAPSE OF AGREEMENT

- 6.1 This Agreement shall lapse upon the issue of the Statement of Compliance as set out in Clause 3.1 hereof.
- 6.2 This Agreement shall lapse if the Parent Agreement lapses for any reason set out in either Clause 15.1 or Clause 15.2 of the Parent Agreement.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and the year first hereinbefore mentioned.

THE COMMON SEAL of TILSWORTH PTY LTD
was hereto affixed in accordance with its articles of
association in the presence of:

Director: *Robert M. Mordant*

Secretary or Director *Robert M. Mordant*



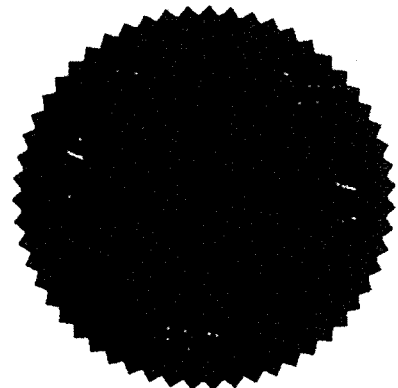
THE COMMON SEAL of THE PRESIDENT
COUNCILLORS AND RATEPAYERS OF THE SHIRE
OF PAKENHAM

was hereunto affixed in accordance with its articles of
association in the presence of:

Shire Secretary *Robert M. Mordant*

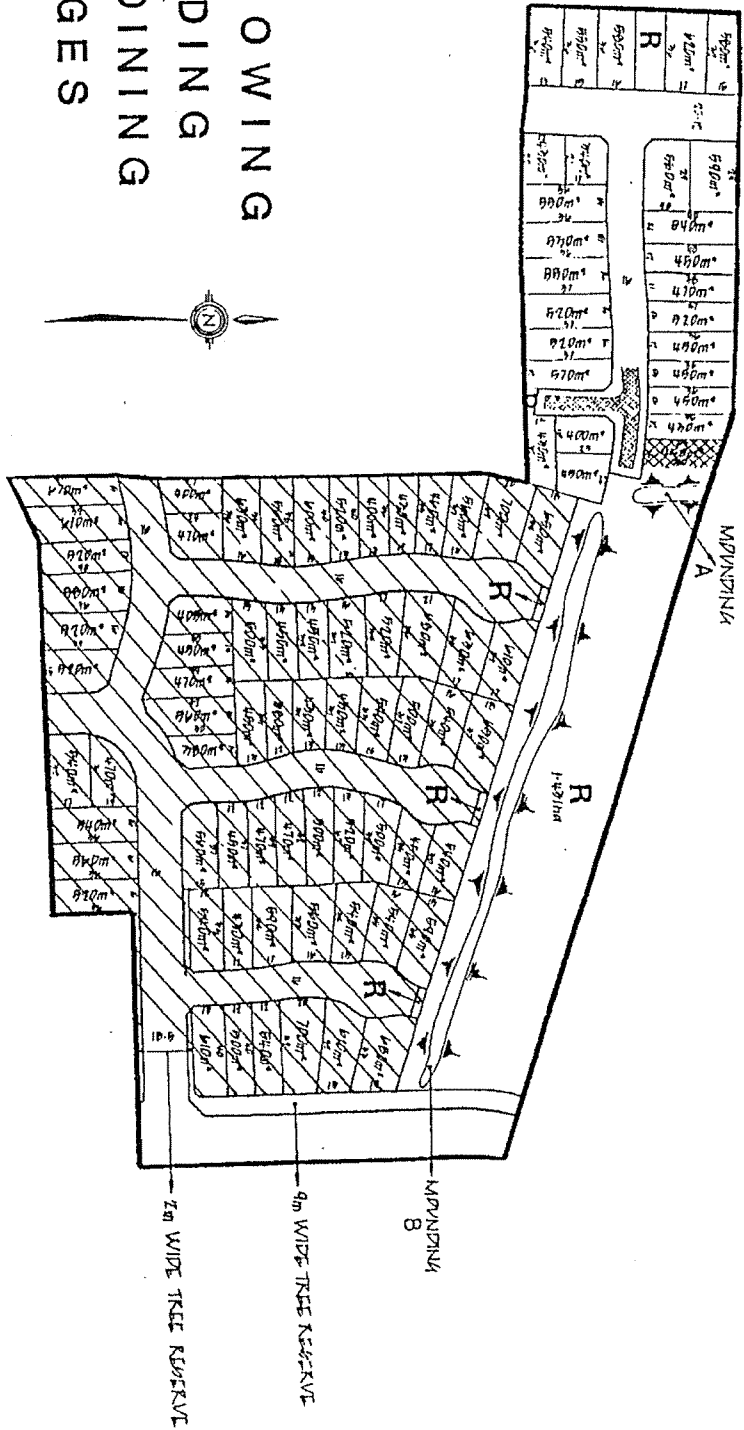
Shire President *Robert M. Mordant*

Councillor *Robert M. Mordant*



REF 88-11-13/14 DATE 24-7-91

PLAN SHOWING MOUNDING & ADJOINING STAGES



MAHON & MAHON PTY LTD
CONSULTING LAND & ENGINEERING
SURVEYORS, URBAN PLANNERS
7A CROMWELL STREET, CAULFIELD
P.O. BOX 340 CAULFIELD VIC 3162
PHONE (03) 523 7111 FAX (03) 523 5368

Lodged by
...J...M...ANTON

1189T

VICTORIA



180094 1248 173

5992409C

5992409C

APPLICATION BY A RESPONSIBLE
AUTHORITY under Section 181
Planning and Environment Act 1987
for ENTRY OF A MEMORANDUM OF
AGREEMENT under Section 173 of
the Act.

The Responsible Authority under the Planning Scheme having entered into an
Agreement with the parties name for the land described requires that a memorandum
of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND	Volume	Folio
	<u>9805</u>	<u>751</u>
	<u>9805</u>	<u>752</u>
	<u>9805</u>	<u>753</u>
	<u>9805</u>	<u>754</u>
	<u>9805</u>	<u>755</u>
	<u>9805</u>	<u>756</u>
	<u>9805</u>	<u>757</u>
	<u>9805</u>	<u>758</u>
	<u>9805</u>	<u>759</u>
	<u>9705</u>	<u>761</u>

ADDRESS OF THE LAND McGregor Road and Thomas Street Pakenham

RESPONSIBLE AUTHORITY The President, Councillors and Ratepayers of
the Shire of Pakenham
Henty Way, Pakenham 3810

PLANNING SCHEME Pakenham Planning Scheme

AGREEMENT DATE 16TH DAY OF JULY 1990

AGREEMENT WITH TILSWORTH PTY LTD A.C.N. 006 967 871

A copy of the Agreement is attached to this Application

Signature for the Responsible Authority

TOWN CLERK/CHIEF EXECUTIVE

Date 8/2/94

1024 A
TILSWORTH

AGREEMENT

THE COUNCIL OF THE SHIRE OF PAKENHAM

of the first part

and TILSWORTH PTY. LIMITED

of 127 Wellington Street, Prahran, Victoria

of the second part

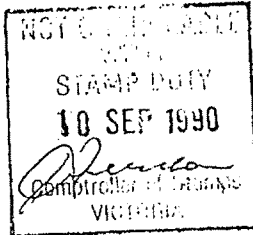
THIS AGREEMENT made the
BETWEEN :

16

day of

July

1990



THE PRESIDENT COUNCILLORS AND
RATEPAYERS OF THE SHIRE OF PAKENHAM
of Henty Way, Pakenham, Victoria
(the Council)

of the first part

and TILSWORTH PTY LTD

of 127 Wellington Street, Prahran VIC

(the Owner)

of the second part

11014164

WHEREAS :

- A. The Owner is or is entitled to be registered at the Land Titles office as the registered proprietor of Lots 7,8,10,25,26 and part 28 on Lodged Plan number 1337 in McGregor Road and Thomas Streets, Pakenham together with rights under a Contract of Sale of 15 December 1988 to receive title to Lot 9 on Lodged Plan number 1337 and the whole of the land in Volume 9805 Folio 761 (commonly known as the Thomas Street extension) on 12 December 1990 and to receive title to Lots 11 and 12 on Lodged Plan number 1337 on 12 June 1991 and being the whole of the land shown on the Map attached as Schedule A("the Land");
- B. The Council is the Responsible Authority under the Planning and Environment Act 1987 ("the Act") for the administration of the Pakenham Planning Scheme ("the Scheme") and is the Planning Authority pursuant to the Act for the Local Section of the Scheme;
- C. The Land referred to in Recital A. is zoned Industrial 2 zone under the Pakenham Planning Scheme;

R.
1/2

- D. The Owner has made application to the Responsible Authority pursuant to the provisions of the Planning and Environment Act 1987 for the preparation of an amendment (hereinafter referred to as "the Proposed Amendment") to the said Scheme to rezone, inter alia, the Land from Industrial 2 zone to a Residential 2 zone to allow the subdivision and development of, inter alia, the Land generally in accordance with the tentative plans which accompanied the application and which are annexed hereto as Appendix A ("the plan or plans");
- E. The Council at its Meeting of 14 May 1990 agreed to prepare an appropriate Amendment to the Scheme subject to the execution of this Agreement;
- F. The Owner has agreed to contribute to the Development Infrastructure Levy;
- G. The Owner has agreed to provide land for a Distributor Road and a site for a Community Facility;
- H. The Council and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173 of the Planning and Environment Act.

IT IS HEREBY AGREED by and between the parties as follows:

1. DEFINITIONS

- 1.1 "The Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part thereof;

- 1.2 "The Council" is the Shire of Pakenham.
- 1.3 "The Land" means the area shown on the Map in Schedule A.
- 1.4 "The Contribution" means the moneys payable by the Owner to the Responsible Authority set out in Clause 13 hereof;
- 1.5 "Bank Guarantee" means a guarantee by a bank within the meaning of the Bank Act 1959 in the Commonwealth as amended in force for the time being which carries on business in Victoria or a bank constituted by a law of the State or the Commonwealth;
- 1.6 "Distributor Road Reservation" means the land to be transferred in title by the Owner to Council for a Distributor Road as coloured blue on the Plan attached hereto as Schedule B;
- 1.7 "The Development Infrastructure Levy Policy" is the policy document of the Council adopted at its Meeting of 4th of June, 1990 for the payment of levies applicable to residential subdivision in Pakenham Township and attached hereto as Schedule C.
- 1.8 "The Tree Reserve" means the land to be transferred in title by the Owner to Council for a tree reserve 5 metres in width contiguous with McGregor Road and 9 metres in width contiguous with the Proposed Distributor Road as coloured green on the Plan attached hereto as Schedule B;
- 1.9 "Community Facility Site" means the site or sites to be transferred in title or titles by the Owner to

Council for the construction of a Pre School and Maternal and Child Health Centre as coloured yellow on the Plan attached hereto as Schedule B or as otherwise agreed to in writing by the Responsible Authority;

REZONING

2.1 Subject in all respects to the terms and conditions of this agreement and insofar as it is lawfully able to do so, the Council shall use its best endeavours to prepare and place on public exhibition an amendment to the Pakenham Planning Scheme to rezone the Land coloured pink on the Plan attached hereto as Schedule B to a Residential 2 zone and the land coloured blue on the Plan attached hereto as Schedule B to a Proposed Main Road Reservation.

3. LAND TO BE USED FOR COMMUNITY FACILITY

3.1 The Owner will, free of expense to the Responsible Authority and without consideration other than that herein expressed, give to the Responsible Authority in title or titles a Community Facility Site having an allotment other than any "Reserve for Municipal Purposes" is sold, conveyed or transferred. The transfer in title to the Responsible Authority shall be prepared and registered by the Responsible Authority's Solicitors at the expense of the Owner, and the Owner shall make available at the Titles Office, Melbourne, the title or titles to the said Site when called upon to do so after registration of the Plan of Subdivision to enable such title to be registered free of all encumbrances save and except drainage and sewerage easements.

3.2 The Council agrees that it will not demand access to services for the Community Facility site or sites including roads, drainage, water supply or electricity until the stage of subdivision surrounding the site or sites is completed by the Owner.

4. LAND TO BE USED FOR DISTRIBUTOR ROAD AND PLANTATION RESERVE

4.1 The Owner will, free of expense to the Responsible Authority and without consideration other than that herein expressed, give to the Responsible Authority in title or titles, the land covered by the Distributor Road, before any allotment other than any "Reserve for Municipal Purposes" is sold, conveyed or transferred. Such transfer of title or titles shall be prepared and registered by the Council's Solicitors at the expense of the Owner, and the Owner shall make available at the Titles Office, Melbourne, the Title or titles to the said Site when called upon to do so after registration of the Plan of Subdivision to enable such transfer to be registered free of all encumbrances save and except drainage and sewerage easements.

4.2 The Owner will, free of expense to the Responsible Authority and without consideration other than that herein expressed, set aside as Tree Reserves on any plan of subdivision lodged with the Responsible Authority for Certification the tree reserves contiguous with McGregor Road and the Distributor Road.

5.0 BANK GUARANTEE

5.1 Prior to notice of the Amendment being published in the Government Gazette pursuant to Section 36 of the Planning and Environment Act the Owner will lodge with the Council a Bank Guarantee for an amount of \$179,700.

5.2 The amount of the guarantee shall be calculated in accordance with the following formula;

$$BG = (L \times W \times V) + (C \times V)$$

where;

BG = The Bank Guarantee to be provided by the Owner or Owners;

L = The average length in metres of the Distributor Road in the Land (550 metres);

W = The width in metres of the Distributor Road in the Land (21 metres);

V = The average value of in globo land per square metre zoned Residential 2 under the Shire of Pakenham Planning Scheme at the date the guarantee is provided to the Responsible Authority as determined by the Valuer of the Shire of Pakenham;

C = The area of the Community Facility Site (3,000 square metres).

The Bank Guarantee must be in a form to the satisfaction of the Responsible Authority to secure to the Council the transfer by the Owner to the Council of the land for the Distributor Road described in Clause 4.1 hereof and the Community Facility Site in Clause 3.1 hereof. The Bank Guarantee will be returned to the Owner upon the delivery to the Council of an executed Transfer of Land enabling the transfer to the Council of the land described free of any mortgages, charges and other encumbrances.

6. FURTHER AGREEMENT

6.1 Each of the parties hereto shall respectively and expeditiously sign and execute all further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

7. COSTS

7.1 Each party shall bear their own costs of and incidental to the making of this Agreement.

7.2 The Owner shall bear any stamp duty payable in respect of this Agreement.

8. DISPUTES/DIFFERENCES/ARBITRATION

8.1 Where any dispute or difference shall arise between the parties (other than in circumstances where statutory procedures must be followed and applied) either party may give to the other notice of intention to refer such dispute or difference to arbitration if such dispute or difference shall not be resolved within 30 days of giving of such notice and if such dispute or difference shall not be so resolved within such period then either party may refer such dispute or difference to the arbitration of the President of the Law Institute of Victoria or his nominee and such arbitration shall be governed by the provisions of the Arbitration Act 1984 and each party shall be entitled to legal representation in respect of the arbitration.

9. GENERAL WARRANTIES

9.1 The obligations imposed upon and assumed by the Owner shall be binding upon and the rights of the Owner shall ensure for the benefit of the Owner's successors, transferees, purchasers, mortgagees, assignees and any person obtaining possession of the whole or part of the Owner's land as if each of such successors had separately executed this Agreement.

9.2 The Owner shall not sell, transfer, dispose of or in any way part with possession of the land (in accordance with normal practice for a development of the type proposed) without:-

(a) first notifying the proposed purchaser transferee assignee or disposee of this agreement;

(b) the purchaser transferee assignee or disposee entering into an agreement with the Council in the terms of this Agreement in relation to any such land;

(c) first giving the Council at least fourteen days notice of any such proposed sale or transfer.

10 APPLICATION OF DIVISION 2 PART 9 PLANNING AND ENVIRONMENT ACT 1987

10.1 Without limiting the operation or effect which this Agreement otherwise has the parties hereto acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Planning and Environment Act 1987

10.2 Upon request so to do by the Council, the Owner shall do all things necessary (including signing any further agreement, acknowledgement or document) to enter a memorandum of this Agreement on the Certificates of

Title to the Owner's Land in accordance with the provisions of the Planning and Environment Act 1987.

11. MORTGAGEE'S CONSENT

- 11.1 The Owner shall on or before the expiration of fifty (50) days from the date hereof obtain the consent in writing of any Mortgagee(s) to the terms and conditions of this Agreement.
- 11.2 Should such consent not be obtained by the due date or by such later date as may be allowed by the Council then this Agreement shall be voidable at the option of the Council after giving not less than thirty (30) days notice in writing to the Owner or Owners of its intention .

12. OPEN SPACE CONTRIBUTION

- 12.1 The Owner shall make a contribution of land generally in accordance with the tentative subdivision plan (Appendix A) to the Council equivalent to 8% of the area of the land to be zoned Residential excluding the Distributor Road, Community Facility site and the Tree Reserve pursuant to this Agreement prior to the Council (in its role as a Municipal Council) issuing a Statement of Compliance under Section 21 of the Subdivision of Land Act 1988 for any residential Plan of Subdivision lodged by the Owner.

13. DEVELOPMENT INFRASTRUCTURE LEVY

- 13.1 The Owner shall pay the Council an amount of money in accordance with the Development Infrastructure Levy Policy adopted by the Responsible Authority at its

Meeting of 4th June, 1990 for each residential lot created by any subdivision of the Land approved by the Council as a Planning Authority in accordance with the Pakenham Planning Scheme prior to the Council (in its role as a Municipal Council) issuing a statement of compliance under Section 21 of the Subdivision of Land Act 1988 that all requirements in relation to the Plan of Subdivision have been complied with and the Council shall not be obliged to issue such statement of compliance or notify the Land Titles Office unless and until the Contribution or a Bank Guarantee for the equivalent amount has been received by it (notwithstanding any other requirements pursuant to the Act or any other legislation having already been complied with) or as otherwise agreed by the Council in writing for such payment which may provide for the staging of the subdivision or as provided in Clause 12.1 hereof. The amount of money payable to the Council will be calculated in accordance with the Development Levy Policy adopted by the Council and in force and effect at the time that the contribution or part thereof is paid.

14. WORKS REQUIREMENTS

- 14.1 The Owner has the right to construct part of the Distributor Road to allow satisfactory and reasonable access into the residential estate in accordance with the written requirements of the Shire Engineer and the Council hereby undertakes that it will discount from the Development Infrastructure Levy payable under Clause 13 the cost of such construction paid by the

Owner. The part construction of the Distributor Road by the Owner must be in accordance with further detailed plans and specifications (including those relating to commencement and completion dates) as may be requested and approved by the Shire Engineer (such plans and specifications to be submitted to the Engineer within a period and in a form acceptable to or specified by the Engineer) and the Owner will carry out and complete, within the prescribed period, such construction to the reasonable and proper satisfaction of the Engineer, and shall maintain, repair and make good, to the satisfaction of the Engineer, all faults, defects and failures which shall develop within a period of three months immediately following the completion of the works which shall be the date certified by the Shire Engineer.

15. LAPSE OF AGREEMENT

- 15.1 This Agreement shall lapse upon the Responsible Authority acknowledging in writing that the Distributor Road, Community Facility site or sites, Plantation Reserves and the Development Infrastructure Levy have been provided to the Responsible Authority by the Owner in accordance with this agreement.
- 15.2 This agreement shall lapse if the Proposed Amendment to rezone the Land from Industrial 2 zone to Residential 2 zone does not receive approval and subsequent gazettal.

11/12

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first hereinbefore mentioned.

THE COMMON SEAL of TILSWORTH PTY LTD _____)
was hereunto affixed in _____)
accordance with its articles _____)
of association in the _____)
presence of: _____)



Director: Robert Rodak

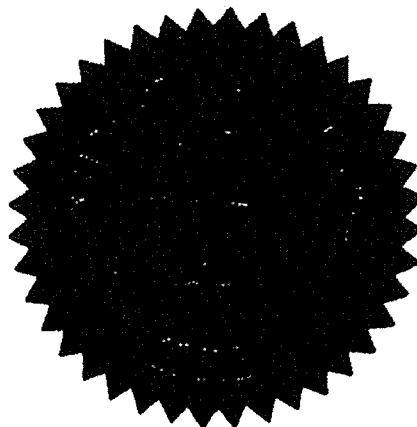
Secretary or Director: L. Chodak

THE COMMON SEAL of THE PRESIDENT COUNCILLORS _____)
AND RATEPAYERS OF THE SHIRE OF PAKENHAM _____)
was hereunto affixed in _____)
accordance with its articles _____)
of association in the _____)
presence of: _____)

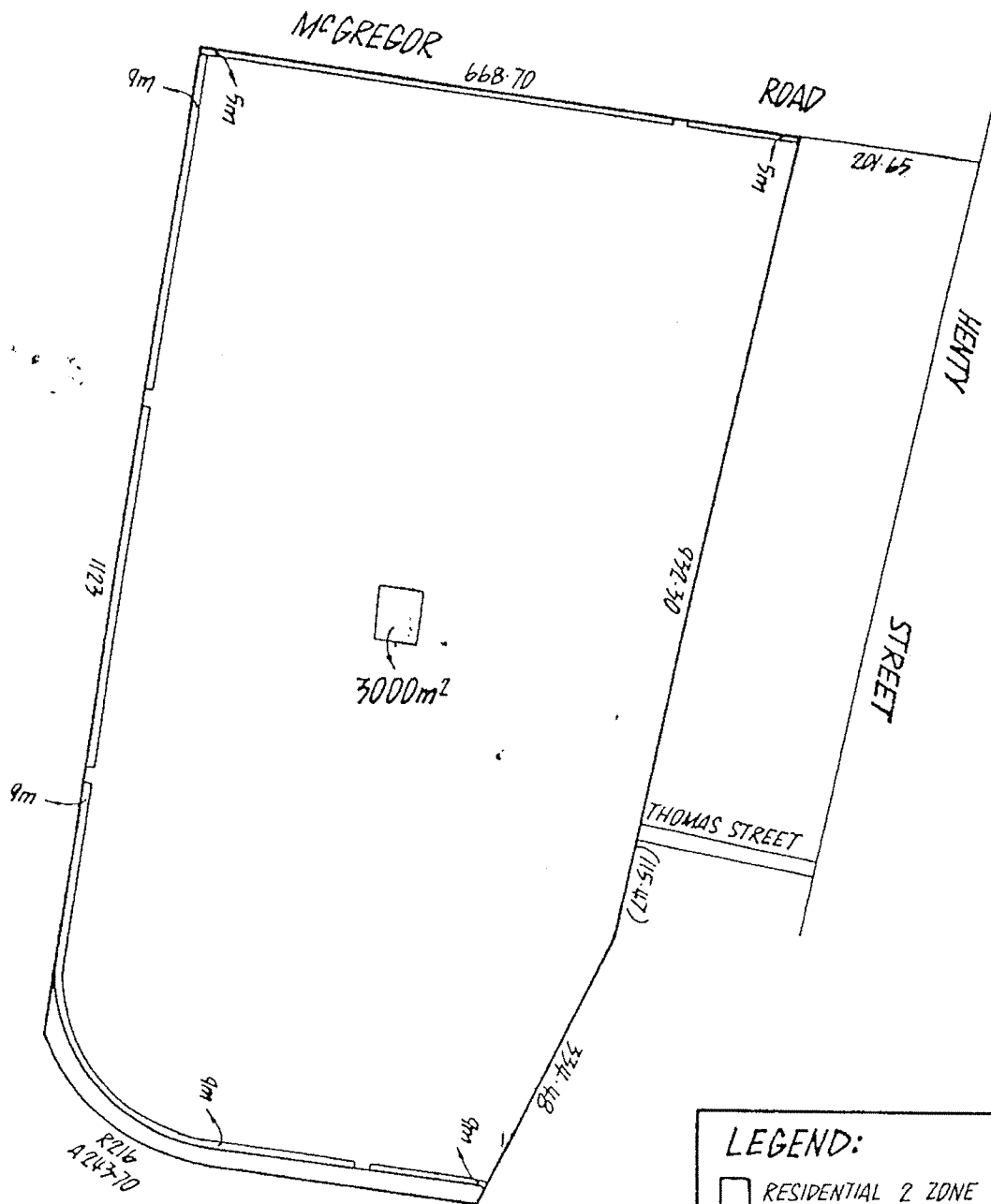
Shire Secretary: M. Harrison

Shire President: E. C. C. Owen

Councillor: R. W. W. W.



SCHEDULE B

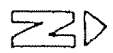


LEGEND:

- ☐ RESIDENTIAL 2 ZONE
- ☐ PROPOSED MAIN ROAD RESERVATION
- ☐ TREE RESERVE
- ☐ COMMUNITY FACILITY SITE

PLAN IS NOT TO SCALE

MAHON AND MAHON PTY. LTD.
CONSULTING SURVEYORS & PLANNERS
1A CROMWELL STREET, CAULFIELD 3162
PHONE (03) 523 7111 FAX (03) 528 5368



4/7/1990

SCHEDULE C (Page 1 of 2)

SHIRE OF PAKENHAM

SUBDIVISION AND DEVELOPMENT INFRASTRUCTURE LEVY POLICY

1.0 Policy Description

Council has adopted subdivision and development levies for residential subdivisions and building projects in Pakenham township. The purpose of the levy is to help Council finance the timely provision of community facilities, physical infrastructure and transport systems in the town.

The levy provides for the fair and equitable apportionment of these costs.

2.0 Subdivision Levy

- (i) The Council resolved on 26th June, 1989 to require, subject to clarification in (ii) below, development contributions for infrastructure funding on a per lot basis to be applied towards the widening and/or timely construction of safe and efficient arterial roads and/or the fencing of public open space reserves, and/or sites for district level playing field, and/or the purchase of sites for pre-schools, maternal and child health facilities and neighbourhood hours, and/or matters incidental thereto in the Pakenham urban area, the need for which will be caused or increased by the approved development.

The contribution policy will be indexed quarterly according to C.P.I. variations and calculated in accordance with Clause 4.0 below.

This contribution policy shall be implemented at the planning permit stage and the contribution is payable prior to the sealing or certification of a plan by Council under the Subdivision Act 1988, or as otherwise agreed in writing.

- (ii) The Council shall impose either an infrastructure levy referred to in (i) above, or in lieu thereof, a negotiated contribution of cash and/or works from prospective developers equivalent in value to not less than the infrastructure levy, and Council shall determine wholly at its discretion which alternative will apply.
- (iii) At its meeting of 5th February, 1990 the Council adopted a levy of \$1,560 for infrastructure funding based on the adopted infrastructure works program. The levy will be reviewed annually having regard to a re-assessment of the adopted works program and indexing in accordance with 4.0 below.

3.0 Development Levy

At its meeting of 5th March, 1990 the Council extended the application of the infrastructure funding levy to cover unit and flat developments in the Pakenham Township.

The levy applicable is calculated on the basis of 50% of the adopted subdivision infrastructure funding levy per unit/flat with a credit of one unit/flat for each separate title comprising the subject site.

11 R.

SCHEDULE C (Page 2 of 2)

4.0 Indexing of the Levy

The formula adopted by Council to index the levy referred to in Sections 2 and 3 of this Policy is:-

$$"X = Y \times [(B/A \times 64.5\%) + (D/C \times 35.5\%)]$$

whereby:

X = The adjusted Contribution amount.

Y = The adopted Contribution amount.

A = The addition of the Labour index number and the Material index number from the Road Construction Authority of Victoria publication "Contract Price Adjustment Clauses: Monthly Schedule of Indices", Table 1, published for the month of March in the year that Y is adopted by Council.

B = The added index numbers as under A hereof published for the month of March in the year following the year Y is adopted by the Council.

C = The average value of in globo land per hectare zoned Residential 2 under the Pakenham Planning Scheme at 1st March, in the year that Y is adopted by Council.

D = The average value of land as under C hereof at 1st March in the year following the year Y is adopted by the Council."

This formula was adopted by Council at its meeting of 4th June 1990.

Notice of adoption of this amendment was inserted in the Pakenham Gazette on 27th June 1990.

R.

5:29

5G

Customer_Notice_50000...



Done

Third Instalment Notice

Valuation, rates and charges for 2024/25



Cunha, N F D J & Ximenes, L D L
10 Lorikeet Ct
PAKENHAM VIC 3810

Rateable property details:

10 Lorikeet Ct
Pakenham 3810
L711 PS531185 V10925 F364 612 m2

Instalment 3

Amount due: \$1,345.03

Date due: 28/02/2025

Property number: 5000001966

Issue date: 10/02/2025

4th Instalment: Due 31 May 2025

Reminder notices will be sent prior to
instalment due dates.

The amount due does not take into account payments received after 5th February 2025.

Payment options

FlexiPay

Set up regular direct debit payments
at cardinia.vic.gov.au/flexipay
Verification code: EJ00



Bill code: 858944
Ref: 50000019666

BPAY @ this payment via internet or phone banking
BPAY View @ - view and pay this bill via internet banking
BPAY View registration number:



Billpay Code: 0860
Ref: 5000 0019 6600 006

Call 131 816, go to postbillpay.com.au or visit an Australia Post store



To verify your property in MyCardinia use
verification code: EJ00
www.cardinia.vic.gov.au/mycardinia



*860 500000196600006



Set up regular Centrepay deductions from your Centrelink payments at
servicesaustralia.gov.au/centrepay CRN: 555 012 959V



Pay in person at our Customer Service Centre
20 Siding Avenue, Officer.
(Open Monday to Friday, 9.00am - 4.30pm).



Pay by cheque or money order (please attach this slip) and mail to
PO BOX 7, Pakenham VIC 3810



Scan here to pay

Bank
Account

To have your notices emailed
Register at cardinia.enotices.com.au
Reference No: C7B97093FQ

Instalment 3

Property number: 5000001966

Property address: 10 Lorikeet Ct

Date paid:

Strata Conveyancing Services C/-
InfoTrack (LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 711 10 LORIKEET COURT
PAKENHAM 3810
711 PS 531185

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
62L//00015/00011	LANDATA CER 75930412-028-9	21 FEBRUARY 2025	48682355

1. Statement of Fees Imposed

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

(a) By Other Authorities

Melbourne Water Corporation Total Service Charges	01/01/2025 to 31/03/2025	\$30.52
--	--------------------------	---------

(b) By South East Water

Water Service Charge	01/01/2025 to 31/03/2025	\$22.58
Sewerage Service Charge	01/01/2025 to 31/03/2025	\$98.05
Subtotal Service Charges		<u>\$151.15</u>

Payments	\$80.00
-----------------	---------

TOTAL UNPAID BALANCE	\$71.15
-----------------------------	---------

- The meter at the property was last read on 06/12/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	\$1.08 per day
---------------------------	-----------------------

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

The property is situated in an area described by Melbourne Water as having poor surface gradients and it is recommended that Council advice be sought regarding appropriate floor levels for buildings on the property.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

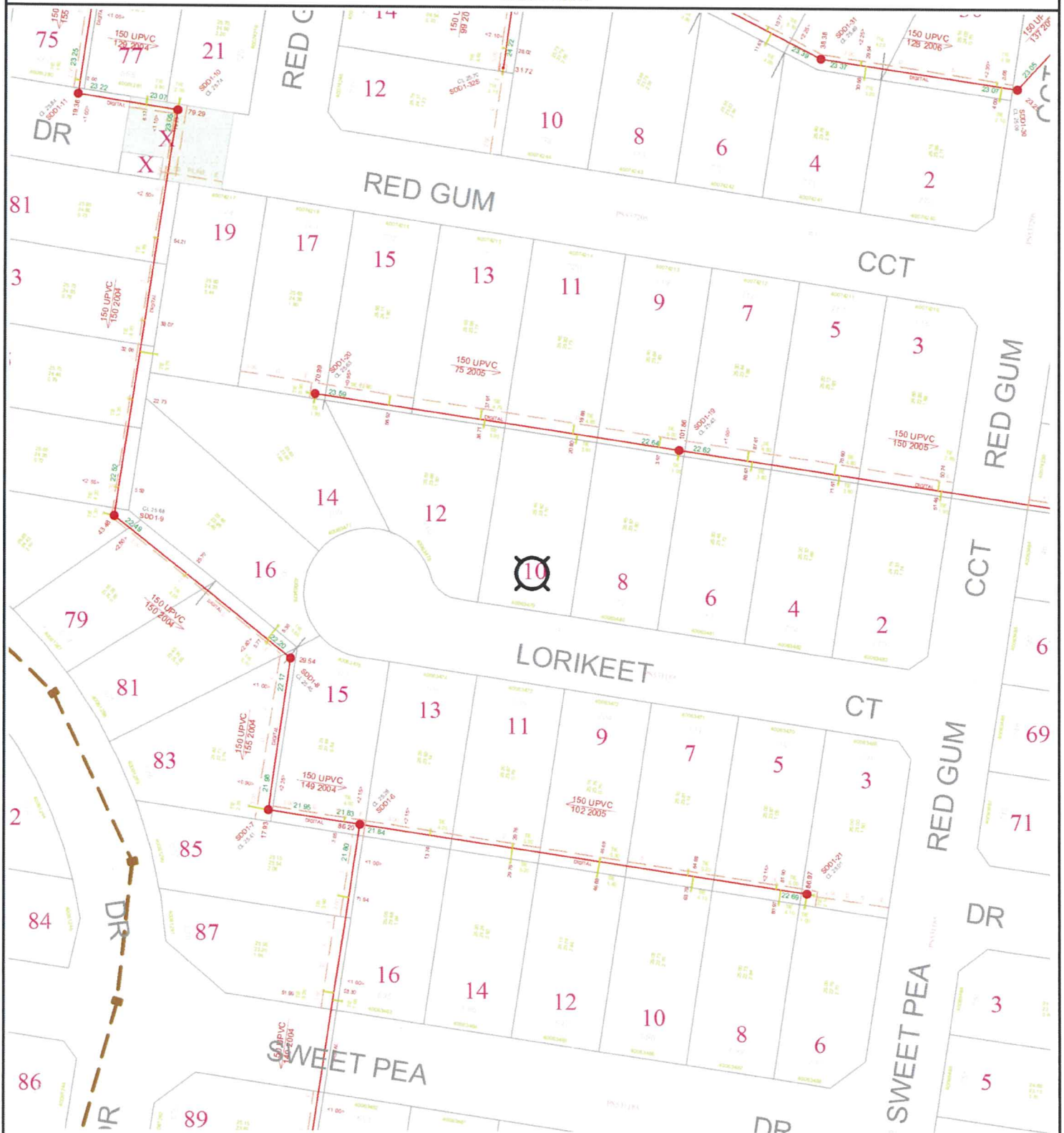
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

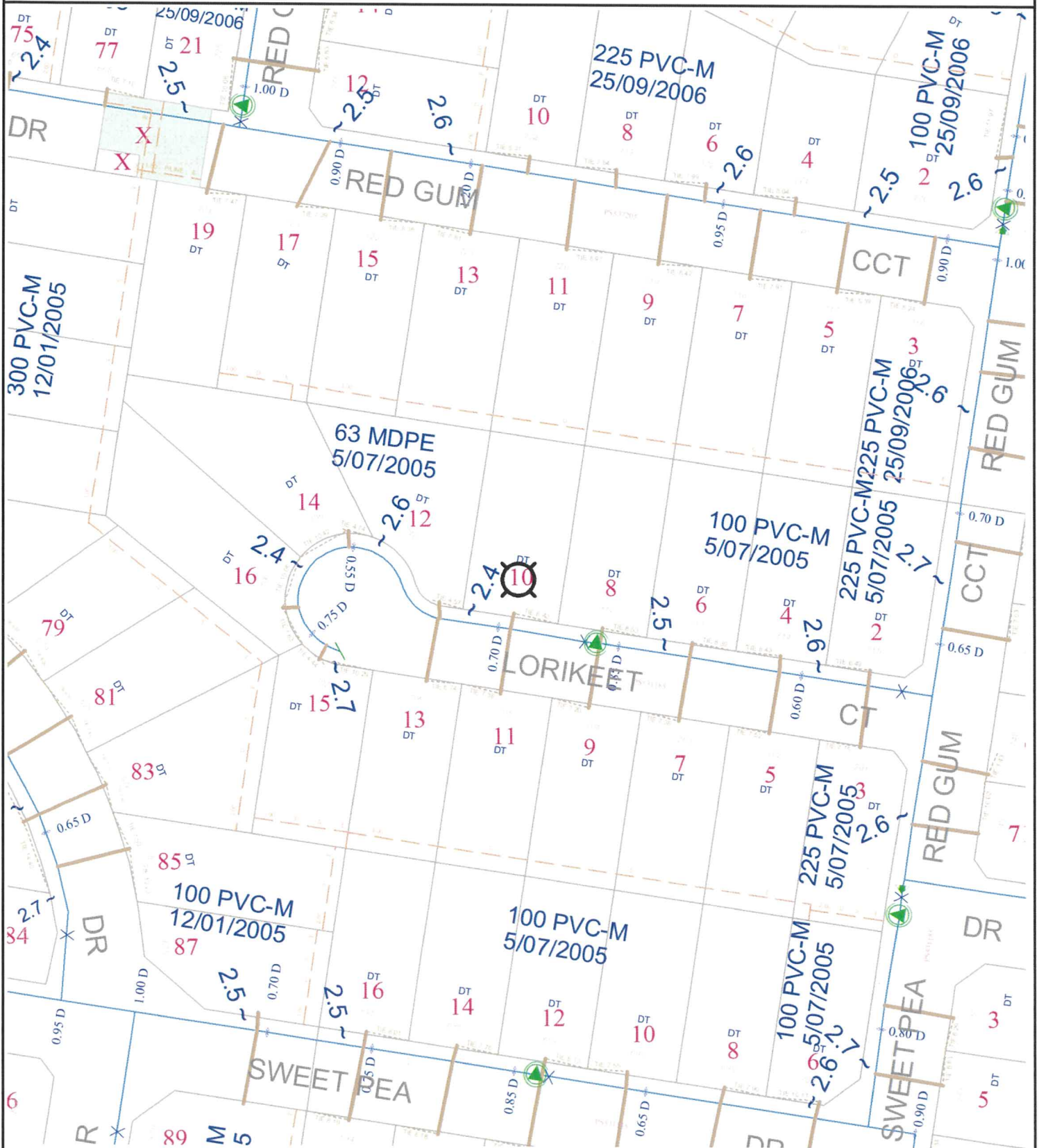
LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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



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

Title/Road Boundary	Subject Property	Maintenance Hole
Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft
Easement	Direction of Flow	Offset from Boundary
Melbourne Water Assets		
Sewer Main	Underground Drain	Natural Waterway
Maintenance Hole	Channel Drain	Underground Drain M.H.



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

LEGEND

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Water Main Valve		Fireplug/Washout
	Easement		Water Main & Services		Offset from Boundary

ASSET INFORMATION - RECYCLED WATER

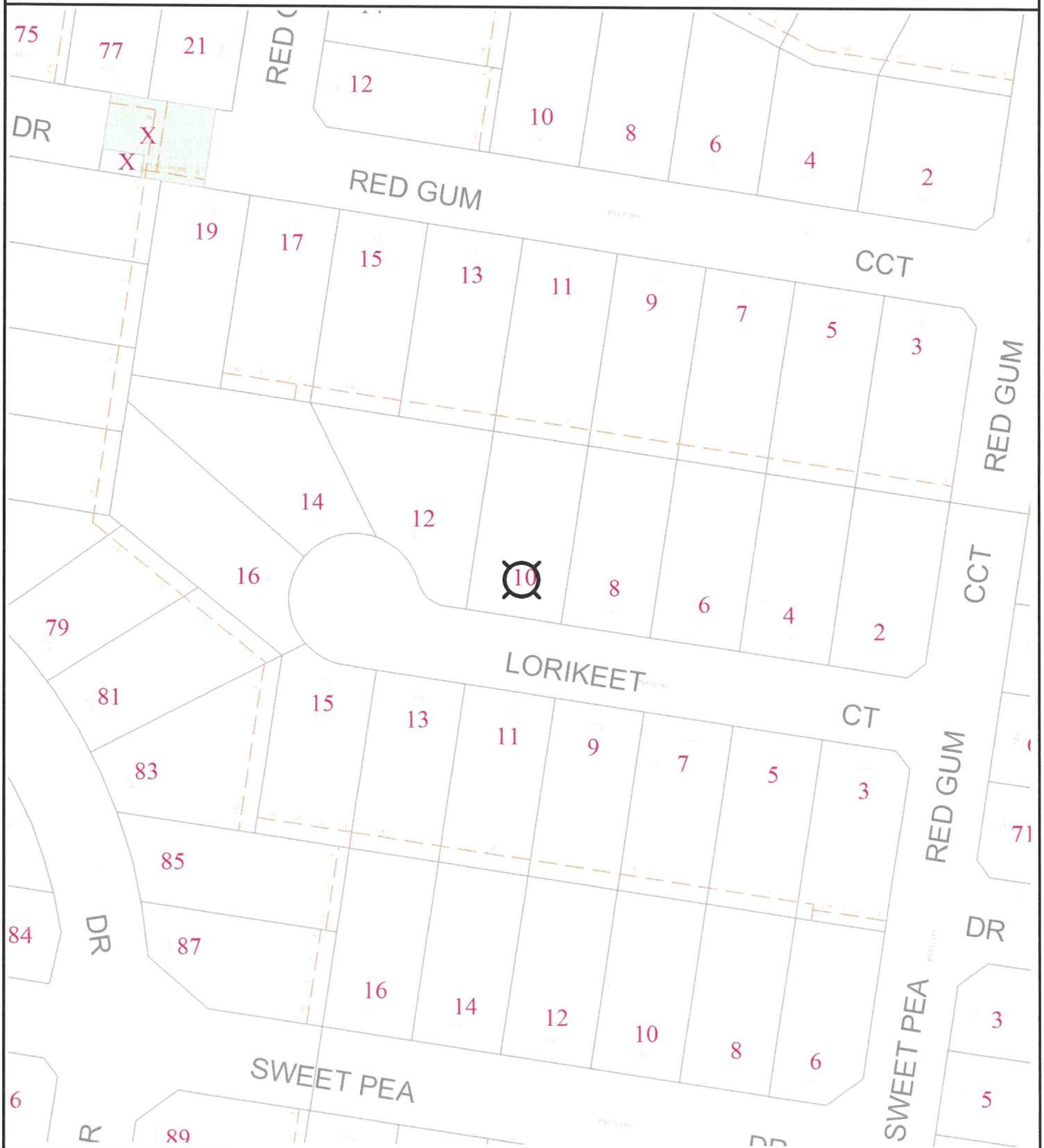
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 711 10 LORIKEET COURT PAKENHAM 3810

Case Number: 48682355



Date: 21FEBRUARY2025



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

LEGEND

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



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

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

Due Diligence Checklist

Consumer Affairs Victoria

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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

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

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

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

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 21 February 2025 02:59 PM

PROPERTY DETAILS

Address: **10 LORIKEET COURT PAKENHAM 3810**
Lot and Plan Number: **Lot 711 PS531185**
Standard Parcel Identifier (SPI): **711\PS531185**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000001966**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 317 E10**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

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: **EASTERN VICTORIA**
Legislative Assembly: **PAKENHAM**

OTHER

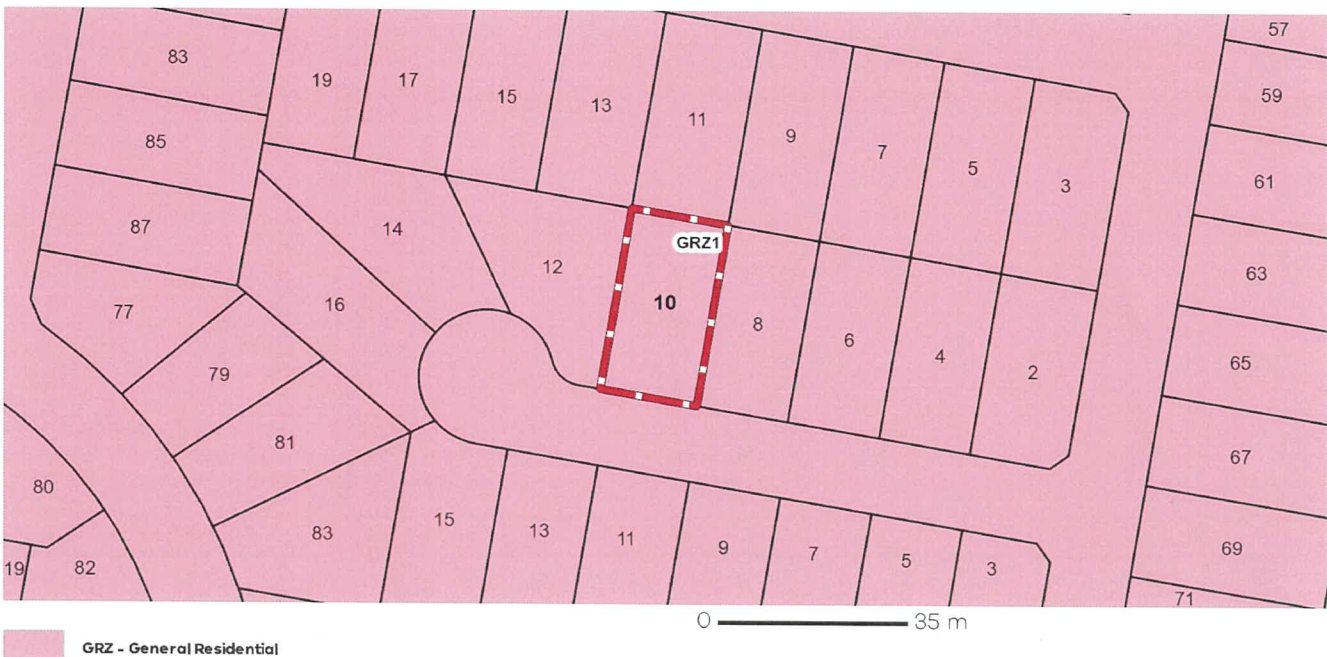
Registered Aboriginal Party: **Bunurong Land Council
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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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).

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



Further Planning Information

Planning scheme data last updated on 20 February 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>

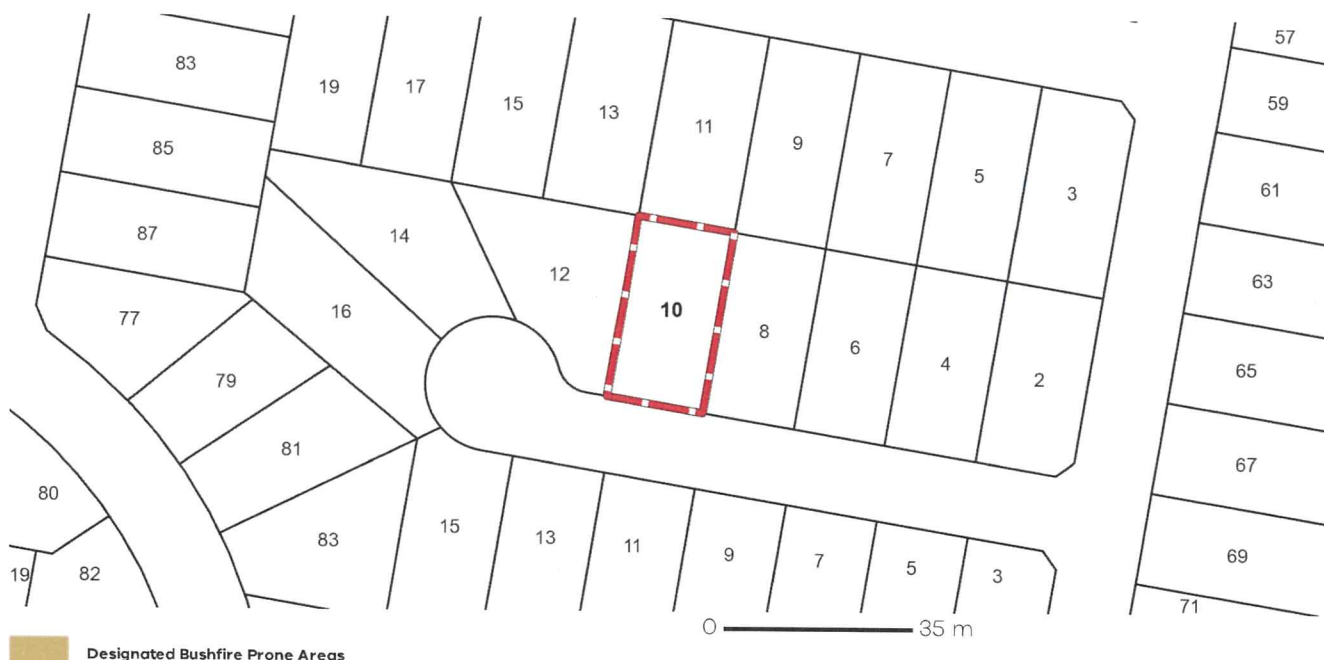
Designated Bushfire Prone Areas

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.delwp.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



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 21 February 2025 02:59 PM

PROPERTY DETAILS

Address: **10 LORIKEET COURT PAKENHAM 3810**
Lot and Plan Number: **Lot 711 PS531185**
Standard Parcel Identifier (SPI): **711\PS531185**
Local Government Area (Council): **CARDINIA**
Council Property Number: **5000001966**
Directory Reference: **Melway 317 E10**

www.cardinia.vic.gov.au

SITE DIMENSIONS

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



Area: 612 sq. m

Perimeter: 104 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: **EASTERN VICTORIA**
Legislative Assembly: **PAKENHAM**

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>

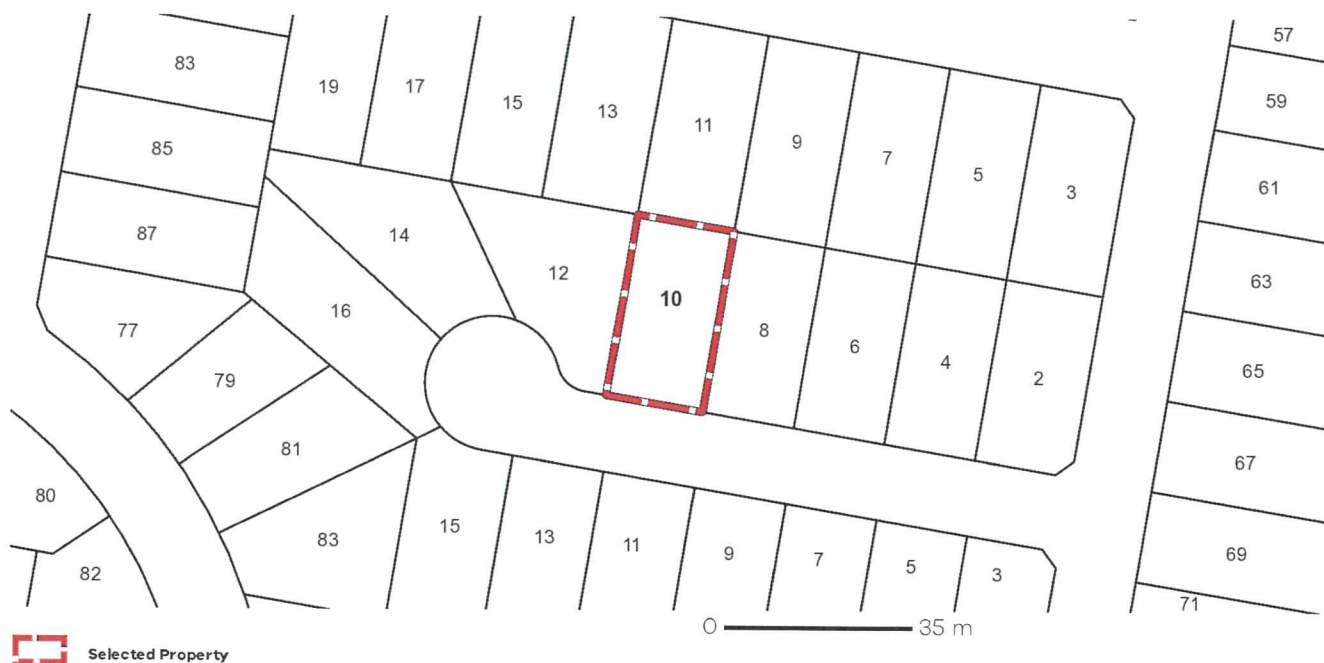
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PROPERTY REPORT: 10 LORIKEET COURT PAKENHAM 3810

Area Map



DATED

2025

LUCIA DAS DORES LOPES XIMENES AND NATALINO FAUSTINO DE JESUS CUNHA

to

CONTRACT OF SALE OF REAL ESTATE

Property: 10 Lorikeet Court, Pakenham 3810

STRATA CONVEYANCING

116 Main Street
Pakenham Vic 3810

Tel: 03 5940 3977
Fax: 03 5930 9986
DX 81012 Pakenham
Ref: LE:236187/Ximenes