Contract of sale of land

Property: **64 Graf Road, Somerville 3912**

Endorsed by the Australian Institute of Conveyancers (Victorian Division)

Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Disclaimer

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To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.
The terms of this contract are contained in the –
- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..………/……….

for and on behalf of:

………………………………………….   ……………………………………………..
Name of individual   Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..………/……….

for and on behalf of:

………………………………………….   ……………………………………………..
Name of individual   Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by …………………………………

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

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

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

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..………/……….

for and on behalf of:

MICHELLE DIANNE GILLESPIE
………………………………………… ……………………………………………..
Name of individual Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ..../…..………/……….

for and on behalf of:

………………………………………… ……………………………………………..
Name of individual Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by …………………………………

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

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

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

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

Table of contents

Particulars of sale

Vendor's estate agent

Name:..

Address:...

Email:..

Tel: .... Mob: .... Fax: .... Ref: ....

Vendor
Name: **MICHELLE DIANNE GILLESPIE**
Address: 5 Greenhill Rise, Ringwood North, VIC 3134

ABN/ACN: ....

Email: michelle@naimad.net

Vendor's legal practitioner or conveyancer
Name: Jansen Walsh & Grace
Address: Suite 30 Wantirna Mall,, 348 Mountain Highway, Wantirna VIC 3152
Email: info@jwglawyers.com.au

Tel: : 03 9720 2922 Mob: Fax: 03 9720 6320 Ref: PB:26/32693

Purchaser
Name:..

Address:...

ABN/ACN:..

Email:..

Purchaser's legal practitioner or conveyancer

Name:..

Address:...

Email:..

Tel: .... Fax: .... DX:......... .... Ref: ....

Land (general conditions 7 and 13)
The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11471	Folio	158	31	708052K
Volume		Folio			

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

The land includes all improvements and fixtures.

Property address

The address of the land is **64 Graf Road, Somerville 3912**

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on with options to renew, each of years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:
(or another lender chosen by the purchaser)

Loan amount: no more than Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

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

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

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

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

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

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

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

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

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

6. VENDOR WARRANTIES

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

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

6.3 The vendor warrants that the vendor –

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

(b) is under no legal disability; and

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

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

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

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

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

(a) public rights of way over the land;

(b) easements over the land;

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

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

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

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

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

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

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

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

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

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

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

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

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

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

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

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

(a) that –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

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

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

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

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

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

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

13.6 The contract will be at an end if –

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

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

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

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

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

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

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

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

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

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

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

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

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

14.6 Payment of the deposit may be made or tendered –

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

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

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

However, unless otherwise agreed –

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

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

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

(a) settlement;

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

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

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

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

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

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

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

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

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

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

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

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

18.6 Settlement occurs when the workspace records that –

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

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

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

(a) electronically on the next business day, or

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

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

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

18.9 The vendor must before settlement –

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

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

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

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

19. GST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

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

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

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

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

21. BUILDING REPORT

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

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

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

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

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

the author states is a major defect.

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

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

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

25. GST WITHHOLDING

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

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

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

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

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

25.6 The purchaser must –

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

(b) ensure that the representative does so.

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

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

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

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

despite –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

(a) personally; or

(b) by pre-paid post; or

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

(d) by email.

27.4 Any document properly sent by –

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

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

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

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

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

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

32. BREACH

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

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

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

(i) the default is remedied; and

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

Defined terms and interpretation

1.1 In these special conditions:

"Australian Consumer Law" has the meaning given in the Competition and Consumer Act 2010;

"Authority" means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament;

"bank" means:

(a) an Australian-owned bank;

(b) a foreign subsidiary bank; or

(c) a branch of a foreign bank ---

on the list, current on the Day of Sale, of authorised deposit-taking institutions regulated by the Australian Prudential Regulation Authority;

"business day" means a day that is not a Saturday, a Sunday, or a public holiday in Melbourne or at the location of the Property.

"contaminant" means a solid, liquid or gas, odour, heat, sound, vibration or radiation, or a quality or property of any of them, which is or may be:

(a) noxious or poisonous;

(b) obnoxious or offensive to the senses of human beings;

(c) harmful or potentially harmful to the health, welfare, safety or property of human beings;

(d) poisonous, harmful or potentially harmful to:

 (i) animals, birds, wildlife, fish or other aquatic life; or

 (ii) plants or vegetation; or

(e) detrimental to any beneficial use made of land, water or atmosphere ---

and land is **"contaminated"** if one or more contaminants:

(x) is on, in or under it; or

(y) is emanating from it;

"Corporations Act" means the Corporations Act 2001;

"day of sale" means the "day of sale" within the meaning of the GCs;

"due date" means the "due date for settlement" within the meaning of the GCs, ie, the date settlement is due as set out in the Particulars of Sale or such other date agreed to by the parties;

"Duties Form" means the Digital Duties Form on Duties Online;

"Duties Online" means the State Revenue Office Duties Online portal, which Is accessed on the website of the State Revenue Office;

"GCs" are the General Conditions in this contract;

"goods" are the goods (if any) specified in the Particulars of Sale and sold with the Property under this contract;

"Guarantee" means a guarantee in the form set out in Annexure A;

"Guarantor" means each person or corporation that is liable for the performance of the purchaser under this contract;

"Insolvency Event", if the purchaser is a corporation, means any of these events:

(a) an application is made to a court for an order, or an order is made:

  (i) that the purchaser be wound up; or

  (ii) appointing a liquidator or provisional liquidator in respect of the purchaser, or one of them is appointed, whether or not under an order;

(b) a resolution is passed to appoint an administrator, or an administrator is appointed to the purchaser;

(c) a receiver or a receiver and manager is appointed to the purchaser;

(d) the purchaser enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or an assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(e) the purchaser resolves to wind itself up, or otherwise dissolve itself, or gives notice of an intention to do so or is otherwise wound up or dissolved;

the purchaser is, or states that it is, insolvent;

(g) as a result of the operation of section 459F(1) of the Corporations Act, the purchaser is taken to have failed to comply with a statutory demand;

(h) the purchaser is, or makes a statement from which the vendor may reasonably conclude that the purchaser is, the subject of an event described in section 459C(2)(a) to (f) inclusive or section 585 of the Corporations Act;

(i) the purchaser takes any step to obtain protection, or is granted protection, from its creditors under any applicable law;

(j) a mortgagee takes possession of any one of the assets or undertakings of the purchaser; or

(k) anything analogous or having a substantially similar effect to any of the events specified above happens under any law,

and if the purchaser is a natural person, Insolvency Event means that the purchaser:

(i) dies; or

(ii) becomes insolvent under administration, as this term is defined in the Corporations Act,

and, in this definition only, the word **“purchaser”** includes:

(x) any corporation which is a Related Body Corporate of the purchaser; and

(y) each Guarantor;

“interest” means the interest (if any) that accrues on the deposit less the taxes, charges and fees charged on, or attracted by, the deposit or by the interest earned on it;

“Jansen Walsh & Grace” are the vendor’s legal practitioners;

“law” means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, approval, licence, direction or notice made under a law by any Authority that relates to or affects the Property or its development or use;

“outgoings” means any rates, taxes (excluding land tax), congestion or other parking levies, assessments, fire insurance premiums, charges, levies and other outgoings and includes fees, levies, charges and insurance premiums to which the Property is subject;

“related body corporate” has the meaning given to it in the Corporations Act;

“special conditions” means these special conditions;

"substitute purchaser" means a substitute or additional purchaser nominated by the purchaser under GC 4;

"ultimate holding company" has the meaning given to this term in the Corporations Act;

"vendor's estate agent" means the estate agent or estate agents (if any) for the vendor whose details are set out in the Particulars of Sale.

1.2 **Gender and number.** In these special conditions, unless the context or subject matter is inconsistent:

(a) words importing persons include corporations and words importing the masculine include the feminine;

(b) the singular means and include the plural and vice versa and any gender means and include all other genders.

1.3 **Grammatical forms.** Where a word or phrase is defined in these special conditions, its other grammatical forms have a corresponding meaning.

1.4 **Headings.** Headings are for convenience of reference only and do not affect the construction or interpretation of these special conditions.

1.5 **Person.** References to a person include:

(a) that person's executors, administrators and assigns; and

(b) a company, corporation or other juristic person, partnership, firm, body of persons, unincorporated association, trust, settlement or superannuation fund.

1.6 **"Business day".** In these special conditions, if a day on or by which an obligation must be performed, or an event must occur is not a "business day", the obligation must be performed, or the event must occur on or by the next business day.

1.7 **"include".** In these special conditions, mentioning anything after "include", "includes" or "including" does not limit what else might be included.

1.8 **Legislation.** In these special conditions, unless the context or subject matter is inconsistent, references to legislation or a provision of any legislation is a reference to such legislation as amended from time to time and includes:

(a) amendments, modifications or re-enactments of the legislation, or any legislative provision substituted for the legislation;

(b) regulations, statutory instruments or other subordinate legislation issued under the legislation.

1.9 **Special conditions.** In these special conditions, a reference to a special condition, schedule or annexure is a reference to a special condition of, or schedule or annexure to, this contract and a reference to this contract includes all schedules and annexures.

Variation of General Conditions

2.1 General Condition 9 is deleted.

2.2 General Condition 12 is deleted.

2.3 General Conditions 15.1 to 15.8 and 16.1 to 16.8 are deleted.

2.4 General Conditions 31.4, 31.5 and 31.6 are deleted.

Acceptance of title

3.1 GC 14.3 is amended by inserting the word “reasonable” before the words “satisfaction of the purchaser”.

Where vendor has died or is personal representative

4.1 In these special conditions, the words “personal representative” have the same meaning as in subsection 5(1) of the Administration and Probate Act 1958.

4.2 If either:

(a) the vendor dies before the Date of Settlement; or

(b) or the vendors are personal representatives —

then this contract is subject to and conditional upon the personal representatives obtaining a grant of representation within 90 days from the date of this contract.

4.3 The personal representatives shall use their best endeavours to do all things necessary to obtain a grant of representation within the time specified in special condition 4 2 .

4.4 If a grant of representation is not issued within the period specified in special condition 4 2 , the deposit shall be refunded to the purchaser, and the contract shall be at an end.

4.5 The Date of Settlement will be the later of:

(a) the Date of Settlement specified in the contract; or

(b) 14 days after the purchaser receives written notice from the personal representatives that they have obtained a grant of representation.

4.6 Neither party will have a claim against the other party arising out of any rights either party may otherwise have against each other as a result of the inability or failure by the personal representatives to obtain a grant of representation within the period specified in special condition 4 2 .

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE}

No representations

6.1 **No representations.** The purchaser acknowledges that:

(a) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the vendor, Jansen Walsh & Grace or the vendor's estate agent other than those expressly set out in this contract;

(b) neither the vendor nor any person on behalf of the vendor has made any promise to the purchaser, or to any agent of the purchaser, about obtaining a loan to defray some or all of the price;

(c) neither the vendor nor any person on behalf of the vendor has made any representation or warranty as to the fitness for any particular purpose or otherwise of the property, or that any structures comply with the current or any building regulations, and the purchaser expressly releases the vendor and the vendor's employees and agents from any claims or demands in respect thereof;

(d) the selling agents acted as agents for the vendor and no information, representation or warranty of the vendor or the vendor's estate agent was made with the intention or knowledge that it would be relied upon, and this contract contains all of the terms of the agreement between the parties.

6.2 The purchaser is precluded from relying on any alleged representations made by the vendor or the vendor's estate agent, which are not included in these special conditions.

Condition of property

7.1 **Inspections.** The purchaser acknowledges that:

(a) it has undertaken an inspection of the Property and any buildings or other structures on the Property, as well as any chattels, fixtures and fittings;

(b) it has made all the enquiries with Authorities that a prudent and careful person would make before entering into this contract;

(c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;

(d) it purchases the property in its state of repair and condition as at the date of the contract including any deficiency or defects which may require reinstatement or repair or replacement as at the day of sale;

(e) it will accept delivery of the property and chattels "as is", ie, in their present condition and state of repair and with any defects existing at the date hereof; and

(f) the vendor is under no liability or obligation to carry out repairs, renovations, alterations, or improvements.

7.2 **No warranty by vendor.** The vendor does not represent and gives no warranty:

(a) about the condition or fitness for purpose of the Property or compliance or non-compliance with any law with respect to the Property;

(b) about the presence of any Contaminant or pollutant in, on, under or emanating onto or from the Property;

(c) that improvements on the Land:

(i) are constructed on or inside the boundaries of the Land,

(ii) are not owned by third parties and encroach onto the Land, or

(iii) comply with the terms of all of the laws that apply to them; or

(d) about the working order, condition, or fitness for purpose of the Goods, or any compliance or non-compliance of the Goods with any law.

Fences

8.1 The purchaser accepts the Land in its condition at the Day of Sale and may not call on the vendor to pay for or contribute to the cost of the construction of fences irrespective of whether notices to fence had been served on the vendor on or before the Day of Sale.

8.2 While the vendor is the owner of any land adjoining or contiguous to the Land, the purchaser shall not require the vendor to pay for or contribute to the cost of a fence or fences between the land retained by the vendor and the Land.

Easements, restrictive covenants, planning restrictions, etc

9.1 **Laws.** The purchaser acknowledges that:

(a) it buys the Property:

(i) in its present condition and state of repair;

(ii) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

(iii) subject to any non-compliance with any easement that is disclosed in the Vendor Statement; and

(iv) subject to any non-compliance with the Local Government Act or any ordinance under that Act in respect of any building on the land; and

(b) it is responsible for remedying, at its own cost, any failure of the Property to comply on the Day of Sale with any laws affecting the Property.

9.2 The purchaser buys the Property subject to:

(a) all easements and encumbrances affecting the Property;

(b) any agreement registered or registered on the title to the Property under section 173 of the Planning and Environment Act 1987 and any other agreements entered into by the vendor or any other entities with Authorities; and

(c) all relevant planning controls and restrictions on the use and/or development of the Property imposed by the planning scheme for the municipality in which the Property is situated, including any agreements entered into by the vendor or any other entities with Authorities.

9.3 The purchaser must not make any objection, delay settlement or claim any compensation in relation to any matter referred to in special conditions 9.1 and 9.2.

9.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

9.5 The purchaser indemnifies the vendor in respect of any loss or damage which the vendor may incur or may become liable because of the purchaser's failure to remedy any such failure. This special condition does not limit the operation of GC 28.

Environment: no warranty

10. The vendor makes no warranty or representation as to whether there is contaminant in, under or emanating from, or which may have emanated from, the Property. The purchaser must make its own inquiries and satisfy itself in relation to all matters concerning the environmental status of the Property.

Deposit

11.1 The purchaser must pay the deposit to Jansen Walsh & Grace or to the vendor's estate agent, as nominated by the vendor, within the time required by this contract.

11.2 The deposit payable hereunder shall be 10% of the Purchase Price.

11.3 The deposit shall be paid to the vendor's estate agent and shall be held by it as a stakeholder pursuant to Division 3 of the Sale of Land Act.

11.4 The purchaser agrees that the vendor may (at its discretion) direct the vendor's estate agent to transfer the deposit to Jansen Walsh & Grace.

11.5 If the deposit is held by Jansen Walsh & Grace, the vendor may (but is not required to) direct Jansen Walsh & Grace to invest the deposit in a separate interest-bearing trust account at a Bank, in which case it unequivocally authorises Jansen Walsh & Grace to invest the deposit accordingly.

11.6 If the vendor gives the direction pursuant to special condition 11.4, the purchaser authorises Jansen Walsh & Grace to invest the deposit in a separate interest-bearing trust account at a Bank.

11.7 **Tax file number.** Within 7 days after the Day of Sale, each party must notify Jansen Walsh & Grace in writing of its tax file number. Each party authorises Jansen Walsh & Grace to give its tax file number to the Bank with which the deposit is to be invested.

11.8 **Entitlement to interest.** Interest will belong to the vendor unless the purchaser becomes entitled to a refund of the deposit. If the purchaser becomes entitled to a refund of the deposit, then interest will belong to the purchaser.

11.9 **Stakeholder.** The vendor and the purchaser hereby appoint each other as their lawful attorney for undertaking any action permitted or required under GC 14 and absolve the stakeholder from any liability for that action.

11.10 **Claim.** The parties must not make any claim on Jansen Walsh & Grace for any matter arising out of special conditions 11.4 to 11.9.

Deposit — payment by EFT

12.1

12.2 After payment of the deposit by EFT, the purchaser must provide reasonable evidence of the electronic remittance to the financial institution if requested by the intended recipient.

12.3 Payment is made when cleared funds are received in the intended recipient's bank account.

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

Nomination

13.1 If the purchaser nominates a substitute or additional purchaser (Substitute purchaser), all arrangements in relation to the nomination must be documented and completed at the purchaser's expense and to the reasonable satisfaction of the vendor.

13.2 If the substitute purchaser is or includes a corporation (other than a corporation whose shares are listed on a recognised Australian public securities exchange), the purchaser must deliver to the vendor at the same time that it notifies the vendor of the nomination, a Guarantee and Indemnity:

(a) duly completed and executed by every director of the substitute purchaser; or

(b) if the substitute purchaser is a wholly owned subsidiary of a corporation whose shares are listed on a recognised Australian public securities exchange, duly completed and executed by that listed corporation;

(c) a written acknowledgment from the Guarantors that the nomination of the substitute purchaser does not vitiate the Guarantors' obligations.

13.3 No nomination is allowed if the purchaser has defaulted.

Parties

14. If a party comprises two or more persons, the provisions of this contract binding that party bind those persons jointly and severally. Any agreement, representation, warranty o indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally.

Where two or more transferees

15.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the day of sale the proportions in with they are buying the property (**"the proportions"**).

15.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional land transfer duty which may be assessed as a result of the variation.

15.3 The purchaser fully indemnifies the vendor, the vendor's estate agent and Jansen Walsh & Grace against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

Where purchaser is a company

16.1 If the purchaser is a company (other than a corporation listed on the main board of the Australian Stock Exchange), then the purchaser shall within 7 days will arrange for each of the directors to sign the guarantee attached to this contract.

16.2 If the purchaser buys on behalf of a company (other than a corporation listed on the main board of the Australian Stock Exchange), then the purchaser shall sign the guarantee attached to this contract and within seven (7) days will arrange for each of the directors to sign a similar guarantee.

16.3 **Execution.** If the purchaser is a corporation (other than a corporation listed on the main board of the Australian Stock Exchange), each person who signs this contract on behalf of the purchaser:

(a) warrants that he or she is duly authorised to sign this contract on behalf of the purchaser, and

(b) must ensure that:

(i) all the directors and all the shareholders; and

(ii) the ultimate holding company of the purchaser executes the Guarantee.

16.4 **Delivery of guarantee.** The Guarantee, executed in accordance with special condition 16.3, must be delivered to Jansen Walsh & Grace on the Day of Sale.

Non-Australian resident

17.1 The purchaser has declared in the purchaser's Status Declaration in schedule 2 to the particulars of sale whether the purchaser is a Non-Australian Resident or an Australian resident. If the purchaser's Status Declaration has not been completed, the purchaser warrants to the vendor that, and will be regarded as having declared that, it is an Australian resident.

17.2 The purchaser warrants to the vendor that:

(a) the purchaser has not breached section 26A of the Foreign Acquisitions and Takeovers Act 1975 in entering into this contract; and

(b) the purchaser has obtained:

(i) any authority of the Reserve Bank of Australia required under the Banking (Foreign Exchange) Regulations 1959; and

(ii) any other approval required from any Authority under any other law, to enter into this contract.

17.3 If any of the warranties in special conditions 17.1 or 17.2 is untrue in any way, the purchaser:

(a) will be in default under this contract; and

(b) (without limiting special conditions 27.1 to 27.4) indemnifies the vendor against all loss (including consequential loss) suffered by the vendor as a result of the vendor having relied on the warranty.

17.4 If the purchaser has declared in the purchaser's Status Declaration in schedule 2 to the particulars of sale that the purchaser is a Non-Australian Resident, then that purchaser (**"foreign purchaser"**) must provide a copy of the purchaser's passport to the vendor on the day of sale.

17.5 If the vendor notifies the purchaser in writing that for whatever reason, any Pre-Approval is rendered void or is terminated (**"Vendor FIRB Notice"**), then any foreign purchaser must promptly after receiving a vendor FIRB Notice:

(a) use all reasonable endeavours to obtain FIRB approval pursuant to the Takeovers Act in respect of its purchase of the Property in accordance with this contract (**"Individual FIRB Approval"**); and

(b) keep the vendor informed of the progress of the Individual FIRB Approval application, including providing copies of all application forms to the vendor.

17.6 If any foreign purchaser required to obtain Individual FIRB Approval is unable to obtain the Individual FIRS Approval, the foreign purchaser must, by no later than 4 pm on the date which is 35 days after being provided with the Vendor FIRB Notice (**"FIRB Sunset Date"**), give notice to Jansen Walsh & Grace that it has been unable to obtain Individual FIRB Approval.

17.7 If the foreign purchaser notifies the vendor that it has not obtained Individual FIRB Approval, this contract is immediately terminated, and all monies paid by the purchaser shall be refunded to the purchaser in full without interest.

17.8 The purchaser acknowledges that if it does not provide notice, the purchaser will be deemed to have obtained Individual FIRB Approval, and the purchaser will not be entitled to terminate this contract.

17.9 Notwithstanding special conditions 17.4 to 17.8, if:

(a) the purchaser does not provide evidence of the Individual FIRB Approval to Jansen Walsh & Grace by the FIRB Sunset Date; or

(b) the Treasurer of the Commonwealth government makes an order in accordance with the Takeovers Act including an order prohibiting the purchaser's acquisition of the Property or an order directing the purchaser to dispose of the Property —

the vendor may, at its discretion, elect to terminate this contract by giving 7 days' written notice to the purchaser at any time and if such written notice is given by the vendor, the deposit will be refunded to the purchaser in full without Interest.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE}

Assignment, mortgage or charge by vendor

19.1 **Vendor's rights.** The vendor has the right to:

(a) mortgage the Property; and

(b) assign or novate any of its rights, privileges, benefits or obligations under this contract, whether by way of security or absolute assignment.

19.2 **Purchaser's obligation.** If at any time the vendor (in its sole and unfettered discretion) directs the purchaser in writing to do so, the purchaser must, within the reasonable time required by the vendor, execute:

(a) a deed in the form prepared by the vendor assigning or novating this contract to another entity; and

(b) a Vendor Statement in the form prepared by the other entity.

19.3 If this contract is novated or assigned to another entity, the purchaser:

(a) must within 14 days of being requested to do so, do whatever is necessary to give that third party the benefit of the deposit provided by the purchaser; and

(b) will not make a claim, enquiry, requisition or demand against the vendor in respect of special conditions 19.1 to 19.3 or any matter arising from special conditions 19.1 to 19.3.

19.4 If, despite special condition 19.1, the other entity requires evidence that the purchaser consents to the exercise of the vendor's rights under special conditions 19.1 to 19.3:

(a) the vendor may give notice of this requirement to the purchaser; and

(b) the purchaser must promptly execute any consent required by the third party.

19.5 **Obligations essential.** The purchaser's obligations under special conditions 19.1 to 19.4 are essential.

Assignment by purchaser

20. The purchaser must not assign or otherwise deal with this contract or any right under this contract without the prior written consent of the vendor.

Loan

21. GC 20 is replaced with the following:

20.1 The contract is subject to the lender approving the loan on the security of the property by the approval date in the particulars of sale or any later date in accordance with this General Condition.

20.2 The approval date is extended to any later date requested by the purchaser in writing provided that the purchaser makes that request before the approval date in the particulars of sale.

20.3 The vendor may reject the purchaser's request for an extended approval date in writing at any time after receipt of the purchaser's written request, in which case the approval date is the later of the approval date in the particulars of sale or 2 business days after the purchaser receives the vendor's rejection.

20.4 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 on the vendor within 2 clear days of the approval date; and

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

20.5 All money must be immediately refunded to the purchaser if the contract is ended in accordance with GC 20.4.

Requisitions

22. The purchaser will not make any requisitions because of any matter referred to in special conditions 6.1, 7.1, 7.2 and 9.1.

Statement of adjustments

23.1 The parties agree that periodic outgoings referred to in GC 23.1 include any Outgoings.

23.2 Subject to special condition 23.5, the purchaser must prepare the statement of adjustments for the purposes of calculating the adjustment to the Price under GC 19.

23.3 The purchaser must deliver the proposed statement of adjustments to the vendor or Jansen Walsh & Grace for the vendor's approval at least one Business Day before the Due Date. The purchaser must make any changes to the statement of adjustments reasonably required by the vendor.

23.4 If the purchaser breaches special condition 23.3:

(a) the vendor will not be obliged to settle until 5 Business Days after the date on which the purchaser delivers the statement of adjustments to the vendor or Jansen Walsh & Grace; and

(b) the purchaser must, at settlement, pay interest under special condition 27.3 from the Due Date.

23.5 Despite special conditions 23.1 and 23.3, the vendor may elect to prepare the statement of adjustments (even after it has received the purchaser's proposed statement of adjustments) in the form required by the vendor, in which case:

(a) it may submit the statement of adjustments to the purchaser at any time up to 2 days before the Settlement Date;

(b) the vendor's statement of adjustments will be used in lieu of the purchaser's proposed statement of adjustments; and

(c) except in the case of manifest error, the vendor's statement of adjustments will be accepted by the purchaser.

23.6 The vendor may, after settlement, make any further adjustments or re-adjustments to the Price if in the vendor's opinion:

(a) the statement of adjustments prepared for settlement was incorrect; or

(b) the Outgoings which were (or ought to have been) subject to adjustment change or are expanded or reduced.

23.7 Special conditions 23.1 to 23.6 do not merge in the transfer of the Property but will continue in full force and effect.

23.8 The purchaser must provide copies of all certificates and other information used to calculate adjustments if requested by the vendor.

Extension of time

24.1 Time shall remain the essence of this contract despite any waiver given or indulgence granted by a non-defaulting party to the party in default.

24.2 If the vendors consent to an extension of any time to the purchaser, time continues to remain of the essence despite any rule of law or principle of equity to the contrary.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE}

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE}

Settlement and transfer

25.1 **Goods.** Property in the goods does not pass to the purchaser until all money payable under this contract is paid by the purchaser.

25.2 **Settlement on due date.** The purchaser must settle before 4.30 pm on the Due Date.

25.3 If settlement takes place on the Due Date but, through no fault of the vendor at a time later than 4.30 pm:

(a) settlement will be deemed to have taken place on the next Business Day; and

(b) without limiting the vendor's rights, the purchaser must at settlement pay interest under special condition 27.3.

Reserved

[THIS PART DOES NOT APPLY TO THIS CONTRACT OF SALE}

Default

27.1 **Particular obligations.** If:

(a) the purchaser breaches:

(i) special condition 16.4; or

(ii) any special conditions in special conditions 11.1 to 11.6; or

(b) an Insolvency Event occurs —

GC 34 will not apply to this contract and the vendor may immediately terminate this contract by notice in writing to the purchaser at any time while the breach or Insolvency Event subsists. The vendor is not required to give the purchaser an opportunity to remedy the breach or Insolvency Event before it terminates this contract under this special condition 27.1.

27.2 **If vendor terminates.** If the vendor terminates this contract under special condition 27.1, GC 14.4 will apply as if the vendor had given notice under GC 34 and GC 35 2 applied.

27.3 **Purchaser to pay interest.** If the purchaser fails to pay an amount due under this contract, it must pay interest on that amount at a rate of 4% per annum above the rate fixed from time to time under the Penalty Interest Rates Act 1983 from the date on which the amount should have been paid until the date it is paid. The interest to be paid under this special condition 27.3 must be paid at settlement.

27.4 **Forfeiture of deposit.** If this contract ends because of a default of a purchaser, without limiting GC 35.4(a), if the amount of the deposit is less than 10% of the Price or if the purchaser has not paid a deposit which is equivalent to 10% of the Price or more, the purchaser must, immediately following the date on which this contract ends, pay to the vendor the amount D calculated in accordance with the following formula, which is forfeited to the vendor:

D = (0.1 x P) – PD

where:

P is the Price.

PD is the amount of the deposit paid by the purchaser under this contract.

27.5 **Time remains of the essence.** The purchaser’s obligation to pay interest under special condition 27.3 does not mean that time is not of the essence for the performance of the purchaser’s obligations under this contract.

Foreseeable Losses

28.1 GC 32 provides that a party who breaches the Contract of Sale 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.

28.2 The vendor gives notice to the purchaser that if the purchaser fails to pay the balance on settlement on the date fixed by the Contract of Sale, the vendor may suffer the following loss and damage or incur the following expenses which are reasonably foreseeable and which the purchaser shall be required to pay to the vendor (in addition to any interest payable in accordance with the GCs):

- loss of interest on the use of the balance from the date fixed by the Contract of Sale for settlement until the balance is paid;
- if the vendor has granted a mortgage over the property, the interest payable by the vendor under the mortgage calculated from the date fixed by the Contract of Sale for settlement until the balance is paid;
- if the vendor has to obtain bridging finance, the interest charged on the lender and the fees charged by the for providing the bridging finance from the date fixed by the Contract of Sale for settlement until the balance is paid;
- any penalties payable by the vendor to the mortgagee or any third party as a result of the default;
- accommodation expenses incurred by the vendor from the date fixed by the Contract of Sale for settlement until the balance is paid;
- the fees or charges payable by the vendor to removalists thrown away or unnecessarily incurred by reason of the purchaser's default;
- storage expenses incurred by the vendor for storing chattels from the date fixed by the Contract of Sale for settlement until the balance is paid;
- costs and expenses as between the vendor and Jansen Walsh & Grace in advising and dealing with the default, including emails, faxes, telephone attendances and letters in the sum of $330;
- costs and expenses as between the vendor and Jansen Walsh & Grace in the issue of recession notices and default notices in the sum of $950;
- the sum of $250 charged by Jansen Walsh & Grace for rescheduling the date for settlement.

The purchaser should note that if he or she fails to settle on the due date, the vendor may be unable to reschedule another settlement date for 3 to 5 business days.

28.3 **Additional losses and expenses.** If the purchaser breaches this contract, the purchaser, in addition to paying interest under special condition 27.3, must pay or reimburse the vendor each of the following at settlement:

(a) accommodation, storage and removalist costs incurred by the vendor;

(b) all fees, costs and expenses incurred by the vendor in relation to the sale of the Property to the purchaser, including agent's commissions and marketing expenses;

(c) the cost of obtaining bridging finance or other credit accommodation to complete the vendor's purchase of another property, and Interest, charges, fees, commissions and other expenses (including legal fees) charged on the bridging finance or other credit accommodation;

(d) interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other encumbrance over the Property, calculated from the Due Date;

(e) all legal costs and expenses incurred by the vendor;

(f) penalties and any other expenses payable by the vendor through any delay in settlement of the vendor's purchase of another property; and

(g) if the Property is registered in the name of the vendor at midnight on 31 December following the Due Date, all of the land tax assessed charged and levied on the vendor in respect of the Property after the Due Date.

The purchaser acknowledges that each of these losses and expenses is a reasonably foreseeable loss to the vendor for the purposes of GC 32(a).

28.4 **Other rights unaffected.** Nothing in special conditions 28.1 to 28.3 limit the rights of the vendor if the purchaser defaults under this contract.

Consumer protection

29.1 **Unfair contract terms.** The purchaser acknowledges that:

(a) the terms of this contract are negotiable; and

(b) prior to signing this contract, the purchaser has reviewed this contract and has raised all issues of concern with the vendor.

29.2 The parties acknowledge that the terms in this contract are reasonably necessary to protect the legitimate interests of the vendor.

Releases and indemnity

30.1 From the Day of Sale, the purchaser:

(a) will be responsible at its own expense for complying with all laws, including without limitation, all directions and orders made, and policies declared, under laws, in relation to;

(b) releases the vendor and the vendor's employees, agents and officers from all liability in relation to; and

(c) indemnifies the vendor and the vendor's employees, agents and officers, and will keep them indemnified, against —

all liability, claims and proceedings in respect of any loss, damage or expense arising from or in any way connected with, any Contaminant in, under or emanating from, or which may have emanated from, the Property, regardless of when the Contaminant may have come onto the Property or emanated from it. The vendor need not incur any expense or make any payment to enforce the indemnity in special condition 30.1(c).

30.2 The purchaser indemnifies the vendor against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the vendor) that the vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this contract by the purchaser including, but not limited to, a breach in respect of which the vendor exercises a right to terminate this contract.

No objection or compensation

31.1 **No claim or requisitions.** The purchaser will not:

(a) make any objection;

(b) claim any compensation (other than in relation to Goods where specifically provided for under this contract) or seek any reduction in the Price;

(c) ask the vendor to undertake any action or ask the vendor to incur any cost;

(d) rescind this contract; or

(e) delay settlement —

because of any matter referred to in special conditions 6.1, 7.1, 7.2 and 9.1.

31.2 The purchaser must not make any objection or requisition, claim any compensation, rescind this contract, or delay settlement because of any matter set out in, or contemplated by, special conditions 10 or 31.1.

31.3 The purchaser indemnifies the vendor against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against the vendor) that the vendor may sustain or incur as a result, whether directly or indirectly, of any breach of this contract by the purchaser including, but not limited to, a breach in respect of which the vendor exercises a right to terminate this contract.

Privacy and confidentiality

32.1 Each party consents to the other party (and their legal practitioner or conveyancer named in this contract of sale) collecting, storing and disclosing any information. This consent is limited to the information only being used to process and complete this transaction, and any contemporaneous finance transaction by either party in respect of the property.

32.2 The disclosure may only be made to the extent necessary to conduct those transactions, and to necessary persons such as the other party, the other party's legal practitioner or conveyancer, the Commissioner, Properly Exchange Australia Ltd or any other electronic conveyancing network operator agreed by the parties; regulatory, taxing, registration and municipal authorities, utility and service providers, the property's owners corporation, the estate agent for the transaction, and the parties respective financiers and their necessary agents such as land valuers. The identity and contact details of the information recipients are described in this contract and associated transaction documents, can be provided by the parties' legal practitioners or conveyancers, or may be located by internet searches.

32.3 Recipients collecting the information under legislative authority limit the use of the information to those legislative purposes, but those purposes may include maintaining publicly searchable registers and indexes. The legislative authority for those recipients includes the Income Tax Assessment Act 1997 (Cth), the Taxation Administration Act 1953 (Cth), the Electronic Conveyancing National Law, the Transfer of Land Act 1958, the Duties Act 2000, Local Government Act 1989, the Owners Corporation Act 2006 and legislation governing utilities and services and any relevant owners corporation. Some or all of those recipients are required to disclose the information to other entities, bodies or persons by law or to provide the utilities and services or to fulfil their purposes.

32.4 The failure to provide required information may result in the transaction not proceeding. The transaction not proceeding may result in the party responsible being liable for damages and contractual and other consequential liabilities.

32.5 All or some of the entities, bodies and persons that collect the information are required to have a privacy policy. Their privacy policies provide how an individual:

(a) may access the individual's personal information held by the entity;

(b) seek correction of such information;

(c) may complain about a breach of the Australian Privacy Principles or registered code; and whether the entity is likely to disclose the personal information to overseas recipients. The privacy policy will identify the countries in which the recipient of the personal information is located if it is practicable to do so or otherwise make the individual aware of them.

32.6 In special condition 32.7, "confidential information" means the terms and conditions of this contract, and all information disclosed by (or on behalf of) one party to the other party (or anyone on behalf of that other party) in connection with this contract.

32.7 The parties must keep the confidential information confidential and ensure that its officers, employees, agents and advisers keep it confidential and must not disclose this information to any person except:

(a) with the prior written consent of the other party; or

(b) to the extent required by law or the rules of any stock exchange binding upon the relevant party.

32.8 The obligations of the parties under special conditions 32.6 and 32.7 will survive termination of this contract and continue indefinitely.

Construction of Contract of Sale

33.1 The rule of construction to the effect that any ambiguities are to be resolved against the party responsible for the preparation of this contract or any part of it shall not be employed in the interpretation of this contract.

33.2 A construction of this contract that results in all of its provisions being enforceable is to be preferred to a construction that does not give this result.

Severance

34.1 If, despite the application of special condition 33.2, a provision of this contract is illegal or unenforceable then:

(a) if the provision would be legal and enforceable if a word or words were omitted, that word or those words are severed; and

(b) in any other case the whole provision is severed, and the remainder of this contract continues in force.

34.2 If any part of this contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this contract and all parts which are not deemed to be an unfair term and/or void for the purpose of any applicable law will remain in full force and effect.

Waiver

35. Waiver of any provision or right under this contract:

(a) must be in writing signed by the party entitled to the benefit of that provision or right; and

(b) is effective only to the extent set out in any written waiver.

Merger

36. Any condition of this contract which is capable of taking effect after settlement do not merge on the transfer of the Property but continue to have full force and effect.

Purchaser acknowledgements

7.2 The purchaser acknowledges that the purchaser has inspected the property and chattels prior to the day of sale. The purchaser agrees that the purchaser in purchasing and will accept delivery of the property and chattels in their present condition and state of repair and with any defects existing at the date hereof. The purchaser agrees that the vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.

7.3 The purchaser accepts the property as at the day of sale: -

(a) in its present condition and state of repair;

(b) subject to all restrictions on the use and development of the properly under the planning scheme which affects the land;

(c) subject to all defects latent and patent;

(d) subject to any infestations, contamination, contaminant, waste, environmental harm, hazardous materials, environmental nuisance, asbestos and/or dilapidation;

(e) all improvements on the properly are sold in their state of repair and condition as at the day of sale and the purchaser must not require the vendor to add to, repair, reinstate or reconstruct them;

(f) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(h) subject to any non-compliance with the Local Government Act 1989 Building Act 1993 or other legislation, subordinate legislation or regulations in respect of any building on the land

(i) subject to the restrictions imposed by the relevant planning scheme and all other relevant planning controls including without limitation all permits, approvals, agreements and planning scheme amendments.

7.4 The purchaser agrees not to seek to terminate, rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

Jansen Walsh & Grace
Solicitors and Conveyancers

VENDOR STATEMENT

pursuant to s.32 of the Sale of Land Act

64 Graf Road
Somerville 3912

JANSEN WALSH & GRACE Suite 30 Wantirna Mall Wantirna
PO Box 6117, Wantirna
Open 9.00 am. to 5.00 pm. weekdays
Ph (03) 9720 2922   Fax (03) 9720 6320   email : info@jwglawyers.com.au
Ref: 26/32693

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	64 Graf Road, Somerville 3912	
Vendor's name	Michelle Dianne Gillespie	**Date** 11/6/2026
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) Their total does not exceed:

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): -

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

The required specified information is as follows:

Name of planning scheme	Mornington Peninsula
Name of responsible authority	Mornington Peninsula
Zoning of the land	General Residential Zone (Grz), General Residential Zone-Schedule 1 (Grz1)
Name of planning overlay	Erosion Management Overlay (Emo), Erosion Management Overlay-Schedule 7 (Emo7)

4. NOTICES

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

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.

4.3 **Compulsory Acquisition**

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable.

10.2 **Staged Subdivision**

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

Not Applicable.

10.3 **Further Plan of Subdivision**

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

14. FORESEEABLE LOSSES

The General Conditions of the Contract of Sale provide that a party who breaches the Contract of Sale 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.

The Vendor gives notice to the Purchaser that if the Purchaser fails to pay the balance on settlement on the date fixed by the Contract of Sale, the Vendor may suffer the following loss and damage or incur the following expenses which are reasonably foreseeable and which the Purchaser shall be required to pay to the Vendor (in addition to any interest payable in accordance with the General Conditions):

- loss of interest on the use of the balance from the date fixed by the Contract of Sale for settlement until the balance is paid;

- if the Vendor has granted a mortgage over the property, the interest payable by the Vendor under the mortgage calculated from the date fixed by the Contract of Sale for settlement until the balance is paid;

- if the Vendor has to obtain bridging finance, the interest charged on the lender and the fees charged by the for providing the bridging finance from the date fixed by the Contract of Sale for settlement until the balance is paid;

- any penalties payable by the Vendor to the mortgagee or any third party as a result of the default;

- accommodation expenses incurred by the Vendor from the date fixed by the Contract of Sale for settlement until the balance is paid;

- the fees or charges payable by the Vendor to removalists thrown away or unnecessarily incurred by reason of the Purchaser's default;

- storage expenses incurred by the Vendor for storing chattels from the date fixed by the Contract of Sale for settlement until the balance is paid;

- costs and expenses as between the Vendor and Jansen Walsh & Grace in advising and dealing with the default, including emails, faxes, telephone attendances and letters in the sum of $220;

- costs and expenses as between the Vendor and Jansen Walsh & Grace in the issue of recession notices and default notices in the sum of $550;

- the sum of $175 charged by Jansen Walsh & Grace for rescheduling the date for settlement.

The Purchaser should note that if he or she fails to settle on the due date, the Vendor may be unable to reschedule another settlement date for 3 to 5 business days.

Due diligence checklist

What you need to know before buying a residential property

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

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.

(04/10/2016)

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

VOLUME 11471 FOLIO 158

Security no : 124134549449B
Produced 12/05/2026 09:06 AM

LAND DESCRIPTION

Lot 31 on Plan of Subdivision 708052K.
PARENT TITLE Volume 11468 Folio 061
Created by instrument PS708052K Stage 3 05/02/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MICHELLE DIANNE GILLESPIE of 15 PANEL STREET MITCHAM VIC 3132
AK928559L 26/02/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU307782K 05/05/2021
MACQUARIE BANK LTD

COVENANT PS708052K 05/02/2014

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
AK279440D 09/04/2013

AGREEMENT Section 173 Planning and Environment Act 1987
AK802608D 23/12/2013

DIAGRAM LOCATION

SEE PS708052K 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: 64 GRAF ROAD SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

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

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

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION 1 PLAN NO. PS708052K

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS708052K**
Number of Pages (excluding this cover sheet)	**10**
Document Assembled	**12/05/2026 09:06**

PLAN OF SUBDIVISION

LV USE ONLY
EDITION 5

PS 708052K

LOCATION OF LAND

PARISH : MOOROODUC
TOWNSHIP : ---------
SECTION : ---------
CROWN ALLOTMENT : ---------
CROWN PORTION : 54 (PART)

TITLE REFERENCE : VOL. 11432 FOL. 708

LAST PLAN REFERENCE : PS 644739Y (LOT B)

POSTAL ADDRESS : 38 AUSTIN ROAD
(At time of subdivision) SOMERVILLE, VIC. 3192

MGA94 Co-ordinates
(of approx centre of land in plan) E 339,555 N 5,766,915 ZONE: 55 GDA 94

COUNCIL NAME: MORNINGTON PENINSULA SHIRE
REF: S13 /5045

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD (R1)	MORNINGTON PENINSULA SHIRE
RESERVE NO.1	UNITED ENERGY DISTRIBUTION PTY LTD

NOTATIONS

OTHER PURPOSE OF PLAN:
CREATION OF RESTRICTION
UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

LAND TO BENEFIT	LAND TO BE BURDENED
LOTS 84-86 on this plan	LOTS 84-86 on this plan
LOTS 1-30 on this plan	LOTS 1-30 on this plan
LOTS 31-35, 39-54 & 57-64	LOTS 31-35, 39-54 & 57-64
LOTS 36-38, 55, 56 & 65-83	LOTS 36-38, 55, 56 & 65-83

DESCRIPTION OF RESTRICTION :
NO BUILDINGS ARE TO BE CONSTRUCTED ON ANY LOT RESULTING FROM THIS SUBDIVISION UNLESS THEY ARE IN GENERAL ACCORDANCE WITH THE DEVELOPMENT PLAN ENDORSED AS PART OF PERMIT No. P11 / 0486

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNER'S CORPORATIONS.
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.

NOTATIONS

STAGING : This is a staged subdivision.
PLANNING PERMIT No. : P13 / 0229

DEPTH LIMITATION : DOES NOT APPLY

The land being subdivided is shown enclosed by thick continuous lines.

THIS IS A SPEAR PLAN

Survey: This plan is based on survey.

This survey has been connected to permanent marks no(s) PM's 324, 325, 905, 906 in Proclaimed Survey Area No. 17

EASEMENT INFORMATION

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PARTYWALL	0.20m	THIS PLAN	ABUTTING LOT ON THIS PLAN
E-2	POWERLINE	SEE PLAN	THIS PLAN (section 88 Electricity Industry Act 2000)	UNITED ENERGY DISTRIBUTION PTY LTD
E-3	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION
E-2 & E-4	WATER SUPPLY & SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION

PENINSULA SURVEY GROUP P/L
ACN 067 077 614
LAND DESIGN & DEVELOPMENT
CONSULTING SURVEYORS & PLANNERS
PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763
P.O. Box 534, Mount Eliza, Vic. 3930
Level 1, 3 / 18 Ranelagh Drive, Mount Eliza
www.peninsulasurvey.com.au, Email: mail@peninsulasurvey.com.au

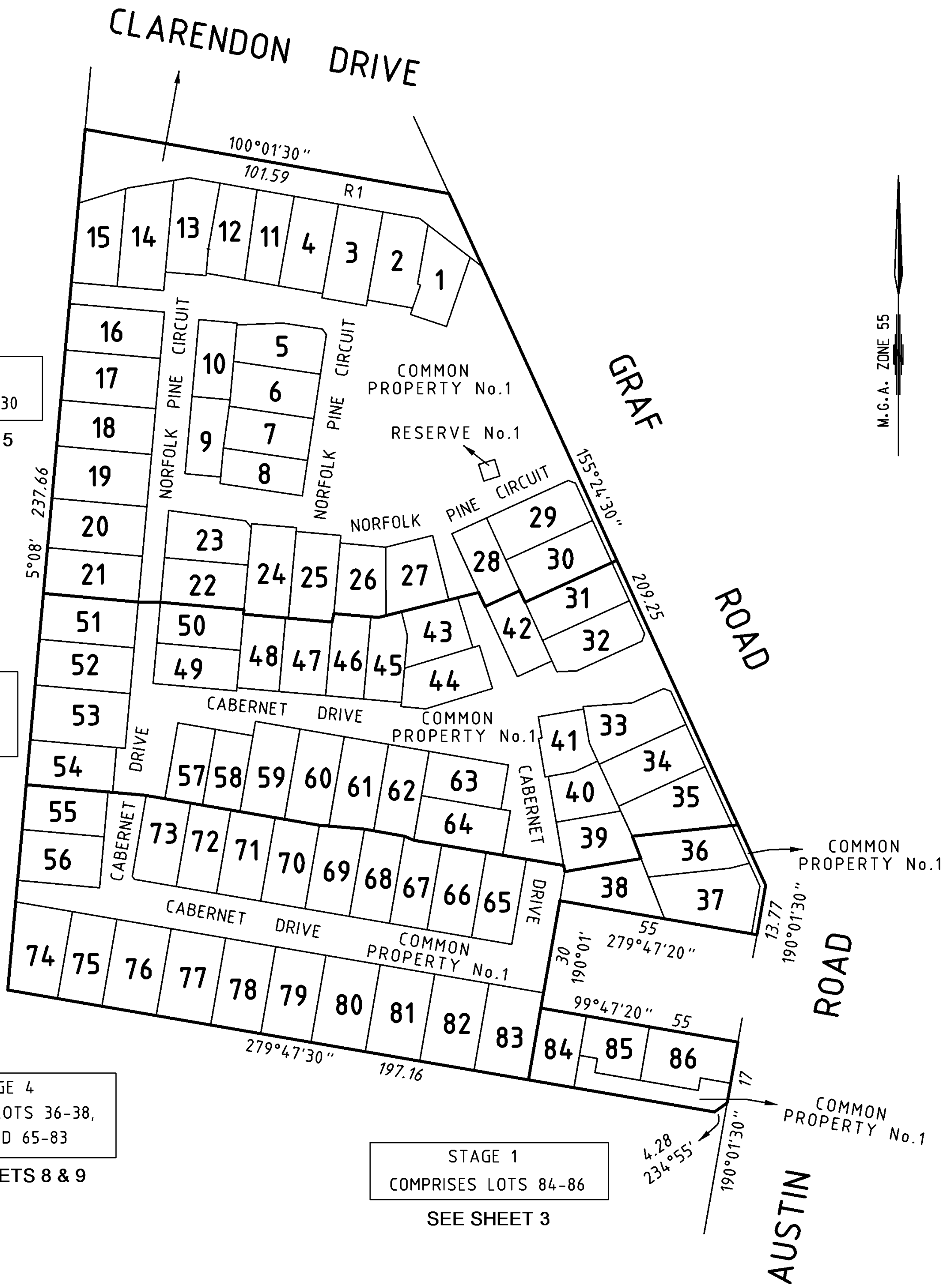
DIGITALLY SIGNED BY LICENSED SURVEYOR: *ALAN L. RUNTING*

REF : 5818-PS-S1 VERSION : 5 *PC*

Sheet 1 of 9 Sheets
ORIGINAL SHEET SIZE A3
THIS IS A LAND VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

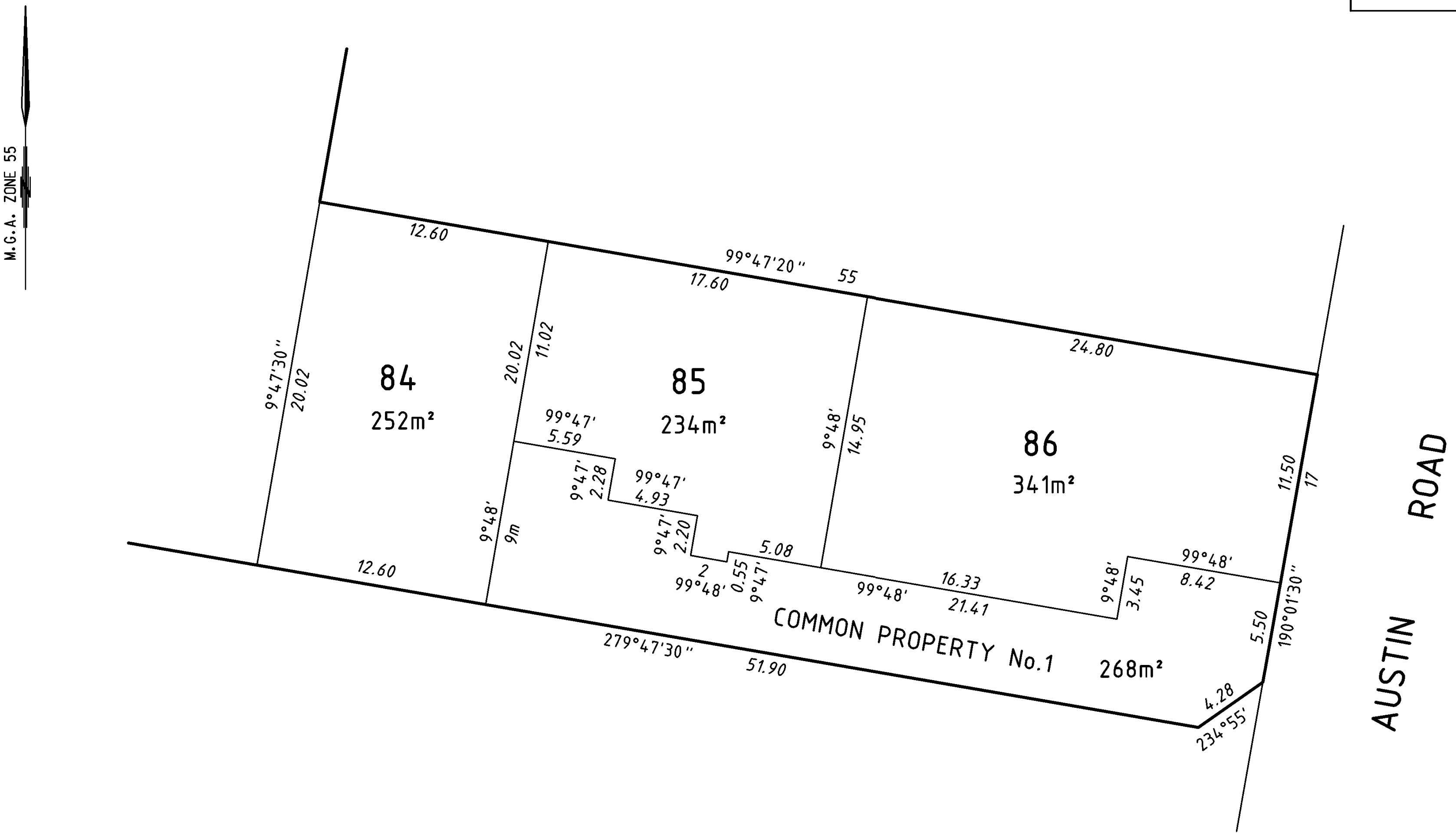
PLAN OF SUBDIVISION

PS 708052K



PENINSULA SURVEY GROUP P/L ACN 067 077 614 *LAND DESIGN & DEVELOPMENT* *CONSULTING SURVEYORS & PLANNERS* PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 P.O. Box 534, Mount Eliza, Vic. 3930 Level 1, 3 / 18 Ranelagh Drive, Mount Eliza www.peninsulasurvey.com.au, Email: mail@peninsulasurvey.com.au	SCALE 12.5 0 25 50 LENGTHS ARE IN METRES REF : 5818 VERSION : PC	ORIGINAL SCALE 1:1250	Sheet 2 ORIGINAL SHEET SIZE A3 COUNCIL NAME: MORNINGTON PENINSULA SHIRE

PS 708052K



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SCALE
2.5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:250

DIGITALLY SIGNED BY LICENSED SURVEYOR : *ALAN L. RUNTING*

REF : 5818-PS-S1 VERSION : 5 *PC*

Sheet 3
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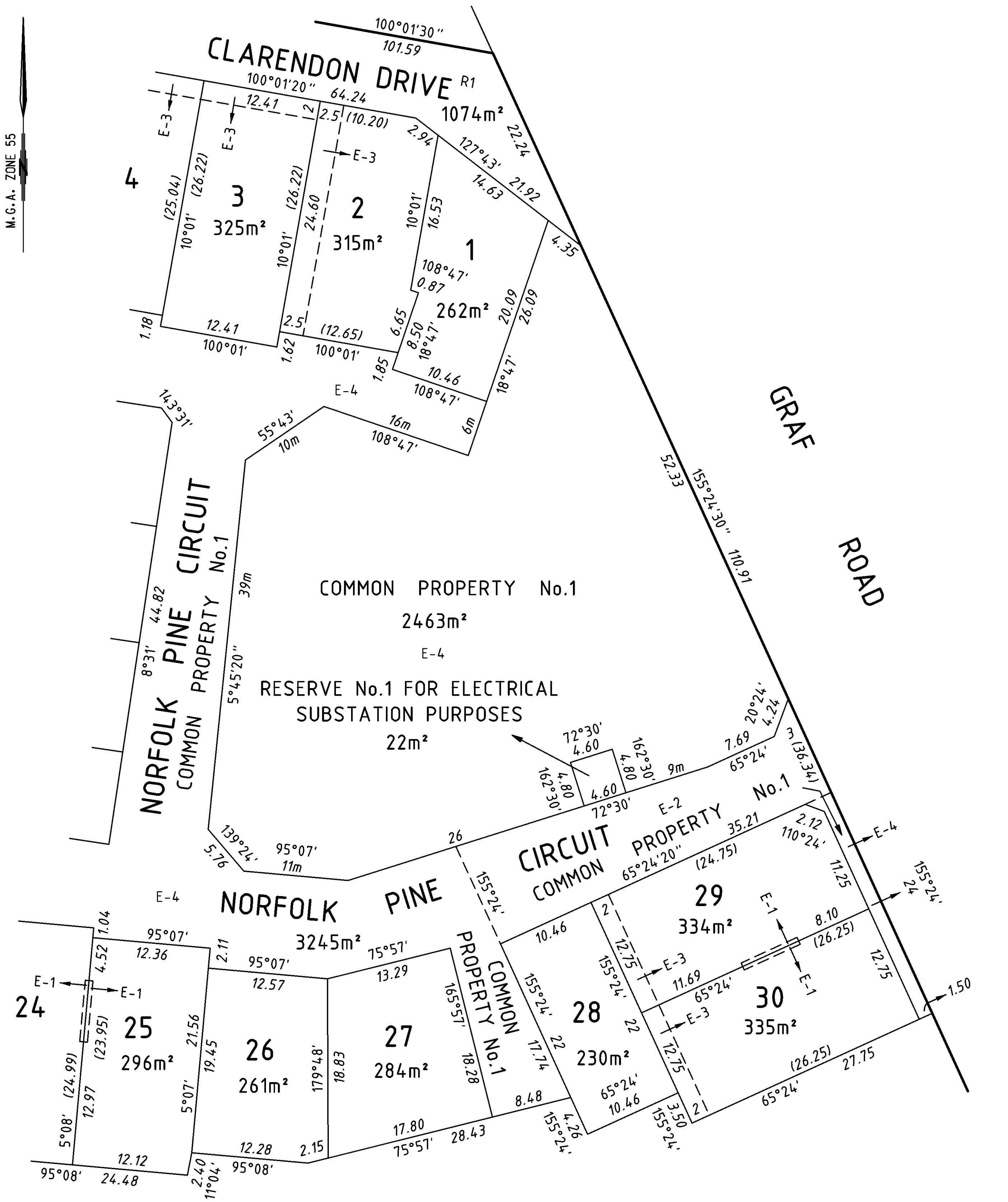
MORNINGTON PENINSULA SHIRE
COUNCIL REF: S13 / 5045

PS 708052K



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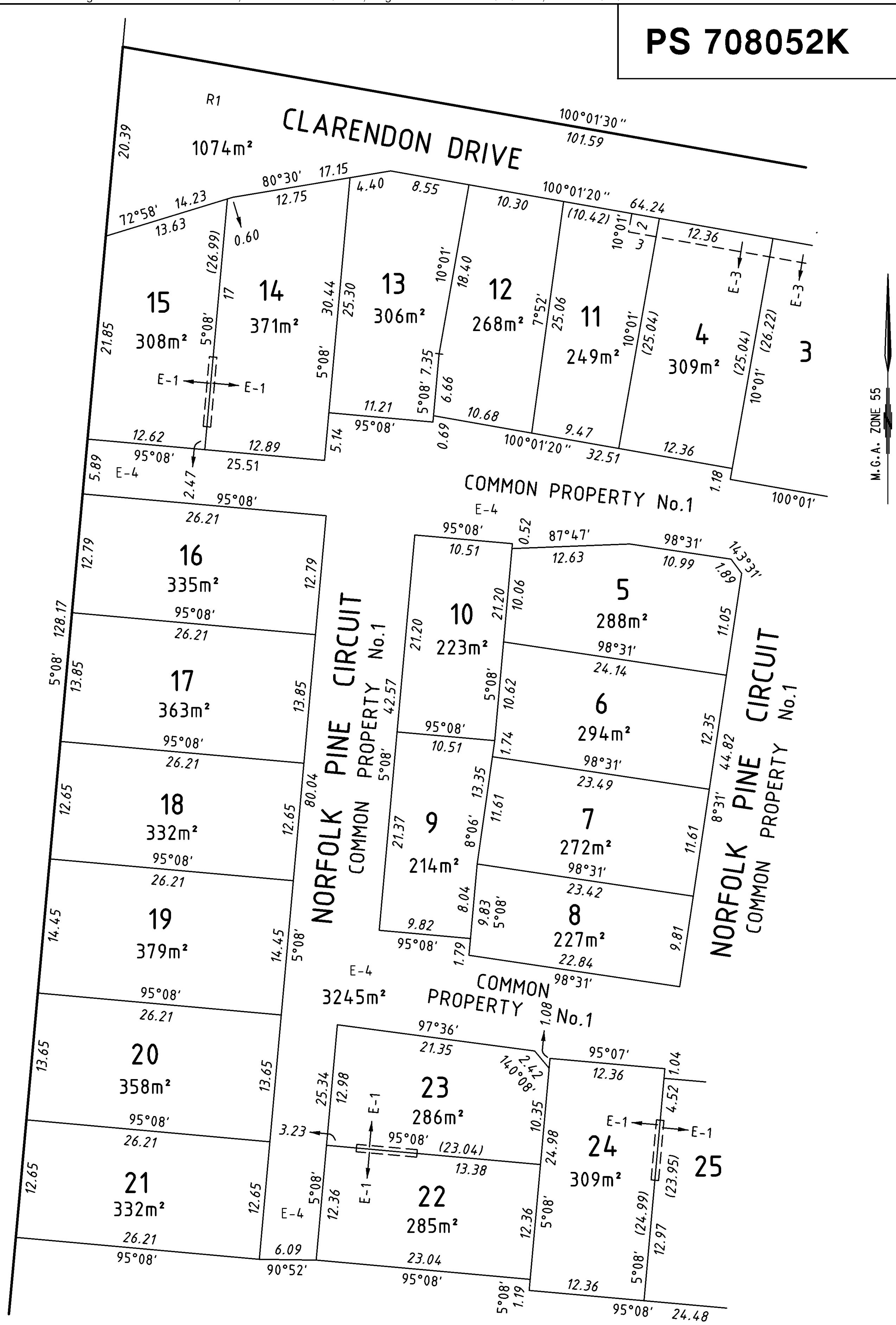
LAND DESIGN & DEVELOPMENT CONSULTING SURVEYORS & PLANNERS	LENGTHS ARE IN METRES		COUNCIL NAME: MORNINGTON PENINSULA SHIRE
PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763	DIGITALLY SIGNED BY LICENSED SURVEYOR : ALAN L. RUNTING		COUNCIL REF: S13 / 5046
P.O. Box 534, Mount Eliza, Vic. 3930 Level 1, 3 / 18 Ranelagh Drive, Mount Eliza www.peninsulasurvey.com.au, Email: mail@peninsulasurvey.com.au	REF: 5818-PS-S2 VERSION: 9		

PS 708052K



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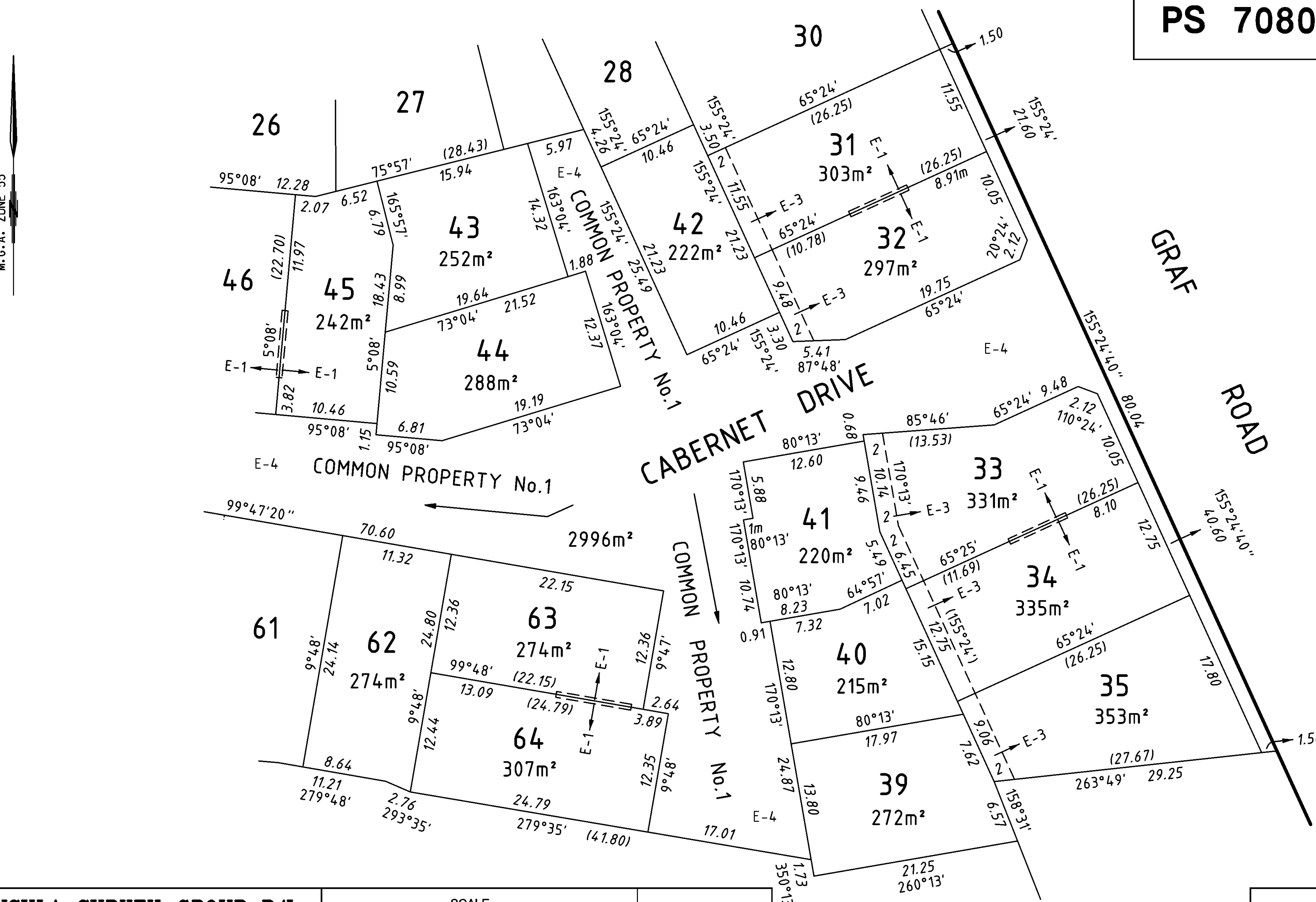
LAND DESIGN & DEVELOPMENT CONSULTING SURVEYORS & PLANNERS	DIGITALLY SIGNED BY LICENSED SURVEYOR : ALAN L. RUNTING		COUNCIL NAME: MORNINGTON PENINSULA SHIRE
PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 P.O. Box 534, Mount Eliza, Vic. 3930 Level 1, 3 / 18 Ranelagh Drive, Mount Eliza www.peninsulasurvey.com.au, Email: mail@peninsulasurvey.com.au	REF : 5818-PS-S2	VERSION : 9	COUNCIL REF: S13 / 5046

PS 708052K



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SCALE 4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:400

DIGITALLY SIGNED BY LICENSED SURVEYOR : ALAN L. RUNTING

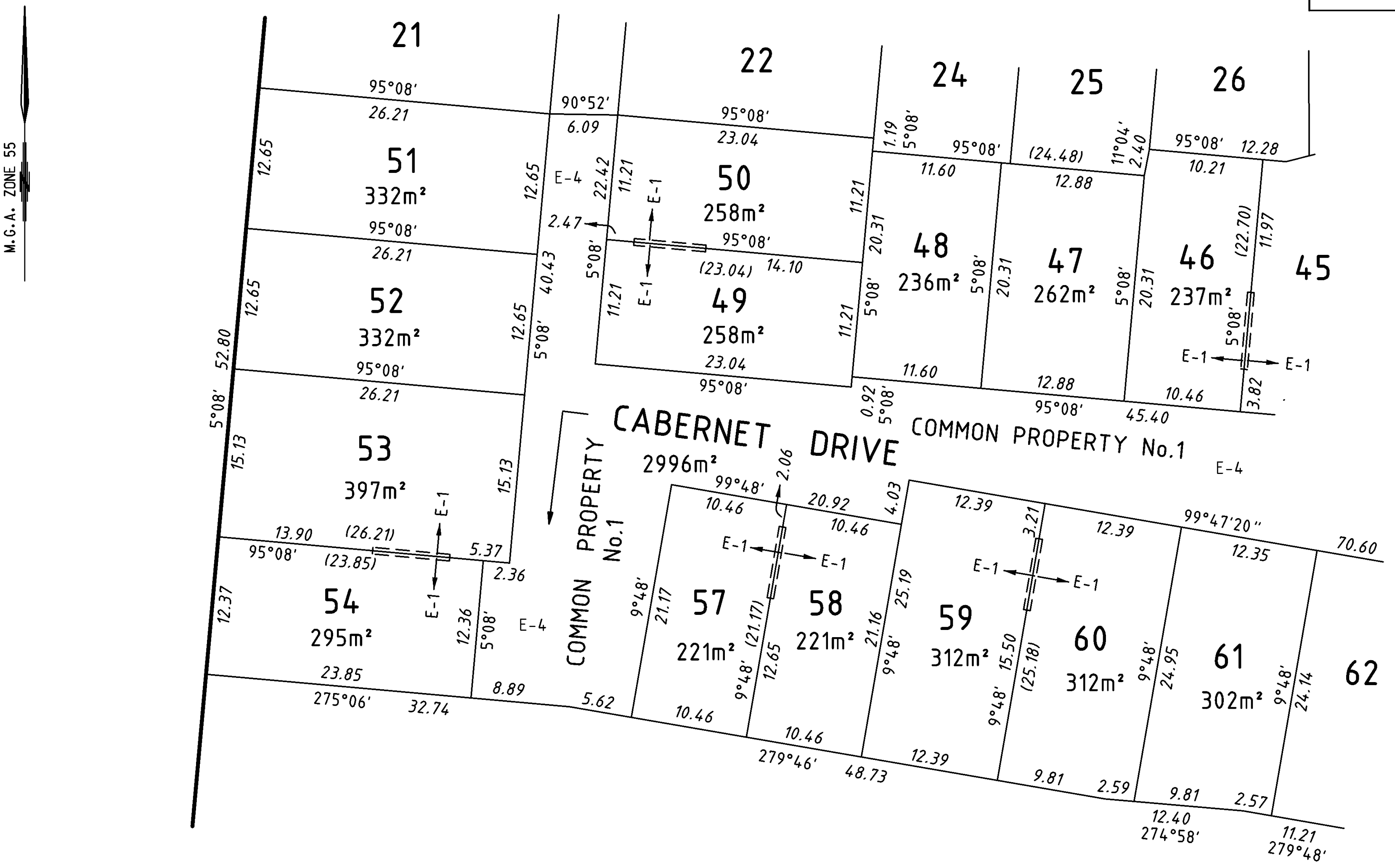
REF : 5818-PS-S3 VERSION : 6

Sheet 6

ORIGINAL SHEET SIZE A3

COUNCIL NAME:
MORNINGTON PENINSULA SHIRE
COUNCIL REF: S13 / 5047

PS 708052K



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SCALE
4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:400

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REF : 5818-PS-S3 VERSION : 6

Sheet 7

ORIGINAL SHEET SIZE A3

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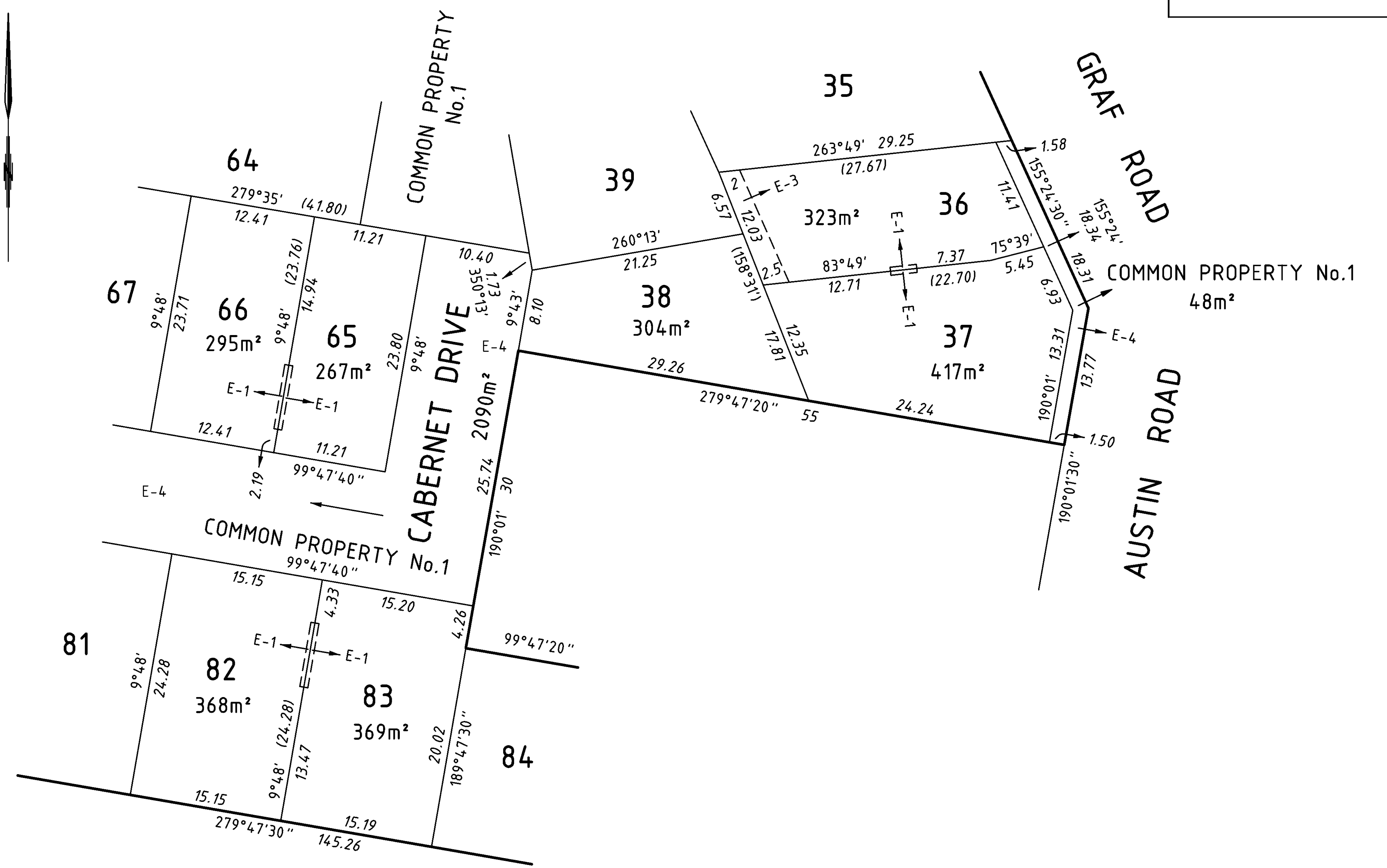
MORNINGTON PENINSULA SHIRE
COUNCIL REF: S13 / 5047

PS 708052K



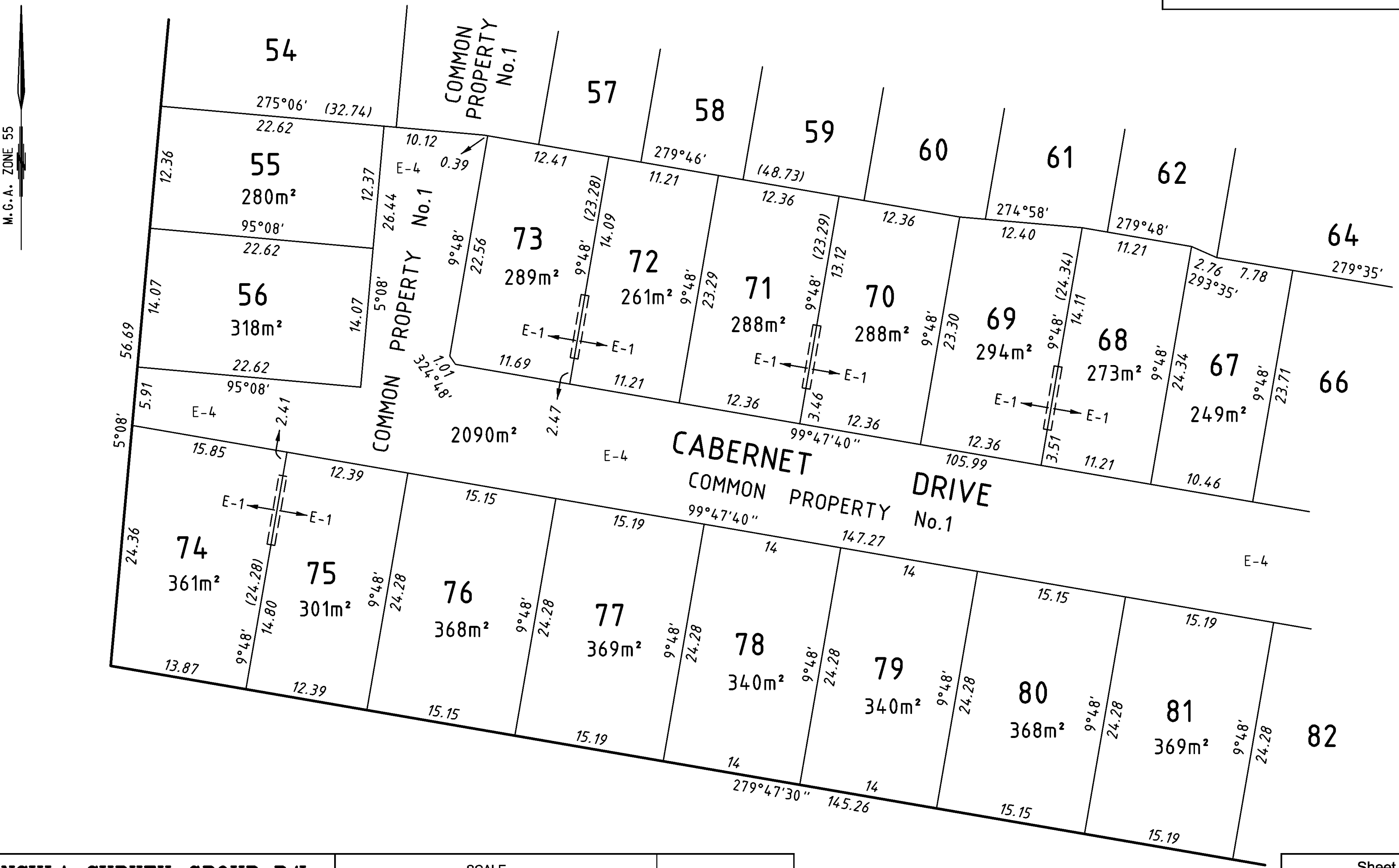
PENINSULA SURVEY GROUP P/L	SCALE	ORIGINAL SCALE
ACN 067 077 614	4 0 4 8 12 16 LENGTHS ARE IN METRES	1:400
LAND DESIGN & DEVELOPMENT *CONSULTING SURVEYORS & PLANNERS*	DIGITALLY SIGNED BY LICENSED SURVEYOR : *ALAN L. RUNTING*	
PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 P.O. Box 534, Mount Eliza, Vic. 3930 Level 1, 3 / 18 Ranelagh Drive, Mount Eliza www.peninsulasurvey.com.au, Email: mail@peninsulasurvey.com.au	REF : 5818-PS-S4	VERSION : 6

Sheet 8

ORIGINAL SHEET SIZE A3

COUNCIL NAME:
MORNINGTON PENINSULA SHIRE
COUNCIL REF: S13 / 5048

PS 708052K



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SCALE 4 0 4 8 12 16
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:400

DIGITALLY SIGNED BY LICENSED SURVEYOR : ALAN L. RUNTING

REF : 5818-PS-S4 VERSION : 6

Sheet 9

ORIGINAL SHEET SIZE A3

COUNCIL NAME:
MORNINGTON PENINSULA SHIRE
COUNCIL REF: S13 / 5048

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER
PS708052K

MASTER PLAN (STAGE 1) REGISTERED DATE 15/10/2013 TIME 2:56 pm

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

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 1-30 & ADDITIONAL COMMON PROPERTY	STAGE PLAN	PS708052K/S2	15/01/14	2	GV
NIL	NIL	RECTIFICATION EASEMENT TABLE	AK850580C	21/01/14	3	GV
LOT S3	LOTS 31-35, 39-54, 57-64, S4 & ADD. C.P. 1	STAGE PLAN	PS708052K/S3	5/2/14	4	LW43
LOT S4	LOTS 36-38, 55, 56, 65-83 & ADDITIONAL COMMON PROPERTY NO.1	STAGE PLAN	PS708052K/S4	27/2/14	5	MARIO RIGGIO

Imaged Document Cover Sheet

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Document Type	**Instrument**
Document Identification	**AK928559L**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**12/05/2026 09:06**

Transfer of Land

AK928559L

26/02/2014 $1079 45

Section 45 Transfer of Land Act 1958

Lodged by

Name: Gadens

Phone:

Address:

Reference:

Customer Code: 15826L

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 and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio)*

Volume 11471 Folio 158

Estate and Interest: *(e.g. "all my estate in fee simple")*

All its estate in fee simple

Consideration:

$385,000.00

Transferor: *(full name)*

MAINLINE PROPERTY INVESTMENTS PTY LTD ACN 120 539 853

Transferee: *(full name and address including postcode)*

MICHELLE DIANNE GILLESPIE of 15 Panel Street, Mitcham, Vic 3132

Directing Party: *(full name)*

Dated: 25/2/14

Execution and attestation:

Signed by MICHELLE DIANNE GILLESPIE in the presence of:)

Witness: .... Andrew Douglass Sgt 22909

.... MICHELLE DIANNE GILLESPIE

1941107A

Order to Register

Duty Use Only

T1

Please register and issue Certificate of Title to

Signed

Customer Code:

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Annexure Page

Transfer of Land Act 1958

AK928559L

26/02/2014 $1079 45

This is page 2 of *Approved Form T1* dated 25\2\14.

between Mainline Property Investments Pty Ltd ACN 120 539 853 and Michelle Dianne Gillespie

Panel Heading

Executed by MAINLINE PROPERTY INVESTMENTS PTY LTD ACN 120 539 853 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:)

....

DARYL EDWARD HENWOOD
U22/61 Frankston Gardens Drive, Carrum Downs VIC 3201
Sole Director and Sole Company Secretary

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**PS708052K/S3**
Number of Pages (excluding this cover sheet)	**1**
Document Assembled	**12/05/2026 09:06**

Subdivision or Consolidation

Section 22 Subdivision Act 1988

PS708052K/S3
22/01/2014 $5,623.80 PS

Lodged by

Name: MONARCH CONVEYANCING PTY LTD
Phone: 9770 6272
Address: P O BOX 1477 FRANKSTON 3199
Reference: 13.438
Customer Code: 2934F

The applicant applies for registration of the plan described.

Land: *(volume and folio)*

VOLUME 11468 FOLIO 061

Applicant: *(full name and address including postcode)*

Mainline Property Investments Pty Ltd A.c.n. 120 539 853 of 22/61 Frankston Gardens Drive Carrum Downs 3201

MM
MM

Plan No.: 708052K - S3 Stage No.: *(if applicable)* 3 ~~S032420J~~ SPEAR No.: *(if applicable)* ~~S 302420J~~ S032420J

Council in which land is located: Mornington Peninsula Shire

Date: 19/1/14

Signature of Licensed Conveyancer under the Conveyancers Act 2006 for applicant:

E Rice
Elizabeth Mary Rice
301 B Nepean Highway
Frankston 3199
Licence No 000524.

33661110A

SA22

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006 Section 151 and Owners Corporations Regulations 2018 Regulation 11 and 12

Under Section 151(3) of the Act, the Owners Corporation must issue an owners corporation certificate within 10 business days after it receives an application.

Owners Corporation Plan Number 708052K

Property Address 38 Austin Road Somerville Vic 3912 (Cabernet Drive, Norfolk Pine Circuit, Graf Road & 26 Austin Road)

Vendor: Damian & Michelle Gillespie

Purchaser:

This certificate is issued for Lot 31 on Plan Number of Subdivision Number 708052K

The postal address is 64 Graf Road, Somerville 3912

1 The current fee for the above Lot is $395.00 per quarter.

2 The Owners Corporation Fees are paid up until: 31 May 2026. APART from a short fall from the 1 March quarter issued at the lower rate due to an increase at the AGM.

3 Unpaid fees including interest now total: $19 owing. Payment details below;

Biller Code	96503
CRN	22912070416446

4 The following special fees or levies have been struck and are due and payable on the dates indicated – NIL.

5 The Owners Corporation has performed or is about to perform the following repairs, work or acts which may incur an additional charge to that set out above - NIL

6 Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies or repair and maintenance plans other than set out above? - No

7 The Owners Corporation has the following insurance cover –

Name of Company	SCI Insurance.
Policy Number	VRSC22005665
Policy Type	Residential Strata Insurance Plan
Building Amount	$35,962,500
Public Liability Amount	$20,000,000
Buildings Covered	86 Residential Units
Renewal Date	18/10/2026

8 The Owners Corporation has submitted special rules to the Office of Titles.

9 Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? – No

10 Are there any legal proceedings to which the Owners Corporation is a party or any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? – No

11 Has the Owners Corporation members arranged their own insurance in accordance with Section 63 of the Act? – No

12 The total funds held by the Owners Corporation as of the last financial statement prepared on 28th February 2026: $30,471.95

13 Has the Owners Corporation granted any lease, licence or agreements affecting the common property? – No

14 Has the Owners Corporation made any current agreements to provide services to members and occupants or the public for a fee? - No

15 The body corporate is not a party to any proceeding or aware of any circumstances which may give rise to proceedings except the following –

16 No appointment or proposal for the appointment of an administrator has been made.

17 The Owners Corporation has appointed an Owners Corporation Manager.
The Manager is Phase Strata Title Management Pty Ltd – PO Box 137 Mount Eliza Vic 3930
Phone (03) 9775 4676. EMAIL: info@psmoc.com.au

Under the Owners Corporations Act 2006 – Section 151(b), the following documents must accompany this Owners Corporation Certificate:

(i) a copy of the rules or if the rules have been amended a copy of the consolidated rules of the owners corporation as registered at Land Victoria.
(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners; and
(iii) a copy of all resolutions made at the last annual general meeting of the owners corporation; and
(iv) any other documents of a prescribed kind.

PLEASE NOTE: Further information on prescribed matters may be obtained by the inspecting the owners corporation register.

Dated this: 26 May 2026

This Owners Corporation Certificate was prepared by:-

Scott Elliott (Owners Corporation Manager and Delegate)

*The Common Seal of Owners Corporation Plan No 708052K was hereto affixed in accordance with Section 20 of the Owners Corporation Act 2006 in the presents of

Lot Owner………………………… Lot No………Signature……………………………………………

Lot Owner………………………… Lot No………Signature……………………………………………

*Delete if applicable

Note: The person affixing the seal must show the capacity in which the seal is affixed as one of those indicated.

STATEMENT OF ADVICE & INFORMATION FOR PROSPECTIVE PURCHASERS & LOT OWNERS

Under Owners Corporations Regulations 2018 – Regulation 12 – the Prescribed Statement set out below, for the purposes of section 151(4)(b)(ii) of the Act, is to accompany the owners corporation certificate. The Prescribed Statement is,

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVIC

MODEL RULES FOR AN OWNERS CORPORATION

1. HEALTH, SAFETY AND SECURITY

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1.2.1 Except with the approval in writing of the Owners Corporation, an owner or occupier of a lot must not use or store on the lot or on common property any flammable chemical, liquid or gas or other flammable material.

1.2.2 This rule does not apply to:

1.2.2.1 Chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or,

1.2.2.2 Any chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

2. MANAGEMENT AND ADMINISTRATION

2.1 Metering of services and apportionment of costs of services

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

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

2.1.3 Subrule (2.12) does not apply if the concession or rebate –

2.1.3.1 Must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier, or

2.1.3.2 Is paid directly to the lot owner or occupier as a refund

3. USE OF COMMON PROPERTY

3.1 Use of common property

3.1.1 An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitles to use the common property

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

3.1.3 An approval under subrule (3.1.2) may state a period for which the approval is granted

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

3.1.5 An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (3.1.4) must remove that animal

3.1.6 Subrules (3.1.4) and (3.1.5) do not apply to an animal that assists a person with an impairment or disability

3.2 Vehicles and parking on common property

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

3.2.1 To be parked or left in parking spaces situated on common property and allocated for lots; or

3.2.2 On common property so as to obstruct a driveway, pathway, entrance or exit to a lot, or

3.2.3 In any place other than a parking area situated on common property specified for that purpose by the owners corporation

3.3 Damage to common property

3.3.1 An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation

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

3.3.3 An approval under subrule (3.3.1) and (3.3.2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject

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

3.3.5 The owner or person referred to in subrule (3.3.4) must keep any device, screen or barrier installed in good order and repair

4. LOTS

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation. For example, if the change of sue results in hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

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

5.2.2 Subrule (5.2.1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

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

6.2 The party making the complaint must prepare a written statement in the approved form.

6.3 If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complaint

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

6.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

6.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

6.7 If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under part 10 of the **Owners Corporation Act 2006**

6.8 This process is separate from and does not limit any further action under part 10 of the **Owners Corporation Act 2006**

MINUTES OF ANNUAL GENERAL MEETING 2026

COMPLEX:	38 Austin Road (Cabernet Drive, Norfolk Pine Circuit, Graf Road & 26 Austin Road), SOMERVILLE VIC 3912	**OCPN:**	708052K
HELD:	Via Zoom on 1 April 2026 at 6.30pm		
PRESENT/REPRESENTED:	Lot 44: J Spence, Lot 58: T & D Kyberd, Lot 63: J & J Hallo, Lot 77: D & P Fischer & Lot 81: A Wallace.		
APOLOGIES/PROXIES:	Apology received from Lot 4: M Rose, Lot 11: K & R Schreier, Lot 14: Edwards Property, Lot 23: B Triptree, Lot 40: H Peacock & E Marriott, Lot 45: M Elliott, Lot 50: A & P Marsh, Lot 79: B & J Cagliarini & Lot 86: R Crump. Proxies received from Lot 21: C Michaelson & Lot 73: M & T Hudgson in favour of S Elliott.		

Quorum?	A quorum was not met for the Annual General Meeting, as such all decisions made at the Annual General Meeting *interim decisions* become *Binding Decisions* in 29 clear days.

Chairperson Election	It was agreed that Scott Elliott of PSM OC should chair the Annual General Meeting.

Confirmation of previous Annual General Meeting Minutes:

The Minutes of the previous Owners Corporation AGM were recorded and confirmed as a true and correct record, no business or matters were outstanding from the previous Annual General Meeting Minutes and no Notice of Motions have been put before the Annual General Meeting.

Manager's Report	The OC Managers Report for 2025-26 was read, discussed, received & adopted.

Owners Corporation Financial Report 2025-26 & Owners Corporation Proposed Budget 2026-27:

The Owners Corporation Financial Report for the year ending 28 February 2026 was discussed in detail, agreed upon and accepted. The OC Proposed Budget for the year 2026 was discussed agreed upon and accepted, noting that the 2026 Owners Corporation Fees were to increase $395 per quarter to allow for the normal increased costs associated with running the OC such as insurance and to create a stronger sinking fund as some maintenance items such as mulch have been discussed that may use up a considerable amount of funds in the bank. An adjustment will appear on the June Levy for the March levy being issued at the lower rate. The following shows the breakdown of this for a full explanation:

New fee is: $395 per quarter. Total: $1580 per annum.
1 March levy was issued at the lower rate of $376 per quarter. A shortfall of $19
1 June levy will be issued at the new rate of $395 as well as the shortfall from March = $414
1 September levy will be issued at the new rate of $395
1 December levy will be issued at the new rate of $395
Total: $1580 which is the same as the above when you add up all the quarters.

Owners Corporation Committee of Management:

A vote of thanks was given to the outgoing Owners Corporation Committee of Management, all Owners Corporation Committee of Management positions were declared vacant and nominations called for new Owners Corporation Committee of Management Members for 2026 with Lot 23: B Triptree, Lot 44: J Spence, Lot 45: M Elliott, Lot 49: F Hammond, Lot 63: J Hallo & Lot 81: A Wallace all nominated. No chairperson was nominated at the meeting.

Owners Corporation Management:

An Ordinary Resolution dated 1 April 2026 was moved and passed stating "That PSM OC Pty Ltd, be reappointed as Owners Corporation Manager of OCPN 708052K for the following 12-month period". The necessary *Owners Corporation Management Agreement* was sealed and signed.

General Business Items:

OC Building Insurance:	Scott Elliott, advised and fully discussed the Owners Corporation Insurance together with his function and obligations and it was then agreed by the members that the present SCI Building Insurance coverage of $35,962,500 was adequate for the following 12 months. Owners

	Corporation Members also agreed that the present Public Risk coverage of $20,000,000.00 was also adequate.
WH&S:	The issues regarding Work Health & Safety at the complex was again discussed, it was agreed that no professional WH&S annual inspection was required and that the property will be periodically inspected with regards to WH&S issues by Owners, Managers and/or Maintenance Contractors.
Common Area Mulching:	Owners prior to the AGM requested that the complex required remulching. For the AGM, PSM tabled a quote from the current gardening contractors which totalled approximately $15,000. This cost represents nearly 50% of the funds in the bank therefore it was agreed at the meeting that the newly formed committee of management would review this cost, the requirement and also potentially prioritise worse affected areas to keep costs as low as possible. In reference to an email tabled at the meeting in relation to the drop offs and unevenness of areas near footpaths near the Norfolk Pine drainage basin, it may be appropriate to consider a more stable material for these areas affected more so by wind erosion rather than replacing it with mulch. It was agreed that the committee would review these matters and revert back to PSM for next steps. Alternative quotes for mulching can be obtained but in past experience the cost is very comparable based on quantity and labour costs associated.
Catching grass clippings:	Based on feedback during the year from residents, a quote for catching the lawn clippings in the Norfolk Pine parkland area was obtained from the current gardening contractor. The inclusion of this service was quoted at $360 extra per service. Discussions took place as to the viability of this investment and that before this extra cost is incurred, the committee would require more direct feedback from surrounding residents as to whether the catcher is required at every service throughout the year or only used at peak growing season. The committee will need to review and discuss.
Pedestrian Crossing:	Attending members raised the matter of children using the Norfolk Pine footpath and crossing the internal road over to the grassed area to walk to and from school. It was discussed that in order to slow traffic down in the area a sign be placed in the area to identify 'children crossing' and to line mark an informal pedestrian crossing. Attending members agreed this would be a good idea. PSM to provide a quote for the signs and line marking.

There being no further General Business, the Owners Corporation AGM was closed at 7.30pm
Scott Elliott – Chairperson.

STRATA COMMUNITY
INSURANCE

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

CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	VRSC22005665
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED	Owners Corporation Plan No. PS 708052K
SITUATION	1-43 Norfolk Pine Circuit, 26A Austin Road, 62, 62A,64, 64A, 66, 66A, 66B, 66C, 66D Graf Road and 1-55 Cabernet Drive, Somerville, VIC, 3912
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 18/10/2025 Expiry Date: 4:00pm on 18/10/2026
INTERMEDIARY	BJS Insurance Brokers Pty Ltd
ADDRESS	PO Box 7081, Melbourne, VIC, 8004
DATE OF ISSUE	07/10/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	$35,962,500
		Common Area Contents	Not Included
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	$5,394,375
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Not Included
SECTION 2	Liability		$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		$100,000
SECTION 6	Office Bearers' Liability		$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	$25,000
	PART B	Appeal Expenses	$100,000
	PART C	Legal Defence Expenses	$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

38 Austin Road, Somerville, VIC 3192 (OCPN 708052K)

Norfolk Pine Circuit, Cabernet Drive, 62-66D Graf Road & 1-3/26A Austin Road.

RE: Approved planting schedule for gardens visible from common property.

The committee of management have worked on an approved planting schedule for all lot owners to utilise if they would like to make any garden alterations that are visible to common property.

The planting schedule has been carefully considered to compliment the local environment and has been compiled using plants prevalent to the local area that will thrive at the complex given all the conditions of soil and local climate.

The plant list is attached for reference. If any member wishes to alter any garden areas that are on their titled land but visible from any part of common area, this below plant list is the only list you can use. No other deviations or considerations will be made outside of this list.

Any member that does not adhere to this list, may be asked to rectify their gardens or plant in line with the list attached.

Furthermore, any changes to gardens that are visible from common property will need to be watered by the owner. There is no common area water tap and as such any establishment of plants will be the owners responsibility. It will not be the owners corporations responsibility to fund or replace any plants that have died or require replacing.

APPROVED PLANT LIST FOR NORFOLK RISE ESTATE:

- Pyrus Calleryana ("Capital" Ornamental Pear only)
- Dwarf Japanese Maples (any)
- Buxus (any)
- Nandinas (any)
- Westringia (any)
- Correas (any)
- Australian Native Daisies (any)
- Narrow garden bed between driveways: Buxus or Nandinas only
- Garden bed edging: Treated Pine, unpainted.
- Mulch: Pine Bark, natural colour.

Kind regards
Scott Elliott
PSM Owners Corporation Manager

Dear Owners Corporation Member,

RE: Norfolk Rise Estate
(Norfolk Pine Circuit, Cabernet Drive, Graf Road & 26 Austin Road)
As Owners Corporation Manager of your property, I would like to take this opportunity to advise you and all residents of the Owners Corporation Rules and Regulations at your complex.

PARKING:

Please refer to the table below which highlights where each lot can park.

The primary use of the garage is for the parking of vehicles. Should the garages be used for any other use, the lot owner/resident simply loses a car space. There is no provision for these residents to then park elsewhere on common property other than the options stated above.
Any units let via AirBnB or alike must ensure that these residents operate under the rules of residents and not visitors whereby they cannot park in the visitors parking bay.

In short, there is absolutely no provision for any vehicles/trailer to be parked on any portion of the common area driveway/garden/gravel/lawn at any time and there are no other additional parking spaces on common area of the complex allocated to individual units other than described below.

PARKING TYPE	LOT NO	UNIT NO	PARKING DESCRIPTION
Single Garage + 1 Space Directly in Front of Garage	1, 10, 28, 45, 46, 56, 57, 58, 62, 67	43, 2, 1 Norfolk Pine, 51, 49, 29, 24, 26, 34, 10 Cabernet	The resident's vehicles permanently parked at this lot can park in their SINGLE garage or the area directly in front of their garage as this is on their titled land.
Double Garage with NO space in front of Garage	20, 21, 22, 23, 49, 50, 51, 52, 84, 85, 86	11, 13, 15, 17 Norfolk Pine, 37, 39, 41, 43 Cabernet, 1/26A, 2/26a, 3/26a Austin Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage. There is NO Provision to park in front of their garage.
Double Garage + Min of 1 space in front of Garage*	Lots 2-9, Lots 11-19, Lots 24-27, Lots 38-44, 47, 48, 53, 54, 55, 59, 60, 61, Lots 63-66, Lots 68-83	1-9 Cabernet, 11-23 Cabernet, 30-33 Cabernet,25, 27, 28, 35, 45, 47, 51, 55, 57 Cabernet, 3-10 Norfolk Pine, 12 Norfolk Pine, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41 Norfolk Pine	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. ***Common sense should prevail. Some units only have one space in front of their garage. Others might have 2 depending on the width of the driveway. No Vehicles should be parked on any lawn/grassed areas.**
Graf Rd (Double Garage + Min of 2 spaces in front of their garage)	29, 30, 31, 32, 33, 34, 35, 36, 37	62, 62A, 64, 64A, 66, 66A, 66B, 66C, 66D Graf Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. Some units will have provision for 2-3 vehicles to park behind each other depending on the length of the driveway

VISITOR PARKING:

As the term implies any marked *Visitor's Car Parking* spaces are to be used **only** for that purpose and under **no** circumstances should *Visitor's Car Parking* spaces be used by residents as additional permanent car parking areas.
Please see overleaf for the approved parking plan for your complex which highlights the Visitor Parking areas. NO RESIDENTS ARE TO PARK IN THESE AREAS AT ANY TIME. THERE 20 VISITOR PARKING SPACES AT YOUR COMPLEX.

PSM Owners Corporation
A: PO Box 137, Mount Eliza, VIC 3930 **P:** 03 9775 4676 **E:** info@psmoc.com.au
ABN: 65 081 576 847

TOWING SYSTEM:

A towing system has been approved and is implemented at the complex. Please see attached the letter outlining all the details of how the towing system runs and operated. Contravening these rules and regulations will lead to vehicles being towed away.

SPEEDING:

For the safety of all residents at your complex (in particular young children) we ask that both residents and visitors vehicles please adhere to the **10 kph** speed limit while driving within the complex.

REFUSE COLLECTION:

For both hygiene and safety reasons, please make sure all emptied *Refuse Bins* are removed from the bin collection areas on the **same day** as collections take place and that all Bins are then placed or stored **out of sight from the common area**. The Owners Corporation Management wishes to advise that any emptied bins left out at the collection areas for extended periods (48 hours or longer) will be removed from the property without further notice. The cost of any replacement bins required due to the above step will in turn have to be met by the resident concerned. Residents are advised to report to Phase Management regular offenders in this area.

CHANGES VISIBLE FROM COMMON AREA:

Please also be aware that in accordance with the Owners Corporation Act 2006, ***any alteration to any unit visible from Common Area must first have prior approval from the Owners Corporation***. This Rule includes alterations such as garden replanting, garden re-mulching and decorating gardens with items such as pot and statues etc. Since the Common Area is owned by all Owners Corporation Members, this Regulation is designed to be protective rather than restrictive in allowing visible change by allowing a majority of Members or the elected Committee of Management to decide what is best for the complex as a whole. Any such Application for alteration works should be forwarded to our office in written form, clearly outlining the details of the proposed alterations.

The Pink area denotes the 20 available visitors parking space at the complex

Yours sincerely - Scott Elliott - **Owners Corporation Manager**

PSM Owners Corporation
A: PO Box 137, Mount Eliza, VIC 3930 **P:** 03 9775 4676 **E:** info@psmoc.com.au
ABN: 65 081 576 847

Dear Owners Corporation Member,
Re: Towing instructions for the Norfolk Pine Estate

The towing procedures at your complex are as follows:

1. All residents at the complex as per the previously distributed Complex Rules and Regulations have provision to park at least two vehicles on their title. Please see the attached table below for further clarification:

PARKING TYPE	LOT NO	UNIT NO	PARKING DESCRIPTION
Single Garage + 1 Space Directly in Front of Garage	1, 10, 28, 45, 46, 56, 57, 58, 62, 67	43, 2, 1 Norfolk Pine, 51, 49, 29, 24, 26, 34, 10 Cabernet	The resident's vehicles permanently parked at this lot can park in their SINGLE garage or the area directly in front of their garage as this is on their titled land.
Double Garage with NO space in front of Garage	20, 21, 22, 23, 49, 50, 51, 52, 84, 85, 86	11, 13, 15, 17 Norfolk Pine, 37, 39, 41, 43 Cabernet, 1/26A, 2/26a, 3/26a Austin Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage. There is NO Provision to park in front of their garage.
Double Garage + Min of 1 space in front of Garage*	Lots 2-9, Lots 11-19, Lots 24-27, Lots 38-44, 47, 48, 53, 54, 55, 59, 60, 61, Lots 63-66, Lots 68-83	1-9 Cabernet, 11-23 Cabernet, 30-33 Cabernet,25, 27, 28, 35, 45, 47, 51, 55, 57 Cabernet, 3-10 Norfolk Pine, 12 Norfolk Pine, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41 Norfolk Pine	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. **Common sense should prevail. Some units only have one space in front of their garage. Others might have 2 depending on the width of the driveway. No Vehicles should be parked on any lawn/grassed areas.*
Graf Rd (Double Garage + Min of 2 spaces in front of their garage)	29, 30, 31, 32, 33, 34, 35, 36, 37	62, 62A, 64, 64A, 66, 66A, 66B, 66C, 66D Graf Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. Some units will have provision for 2-3 vehicles to park behind each other depending on the length of the driveway

2. All other areas at the complex that are on common property are strictly 'no parking' areas. Such as on the garden or on/blocking footpaths. Any vehicles that park on footpaths, gardens, internal driveways or any other part of common property will have their vehicle towed.

3. All 20 visitor parking bays are not to be utilised by residents. These are for genuine visitors to use when visiting residents at the complex. If residents park in the visitors parking bays they are at risk of having their vehicle towed away.

4. **DEFINITION OF A VISITOR:** A visitor to the complex is a short-term visitor only. If you have a partner/additional resident at the complex that stays at the complex more days in the week than not they are classed as a resident. Overnight visitors are permitted but not on over three consecutive days. If this is the case they are a resident and will need to abide by the complex rules. Furthermore, a visitor cannot park their vehicle in the visitors space on a Friday night and leave it unmoved for the whole weekend. This is unfair use of the limited visitors spaces at the complex.

5. If any vehicles are parked on garden areas, blocking footpaths or any other part of common area that is not a visitors parking area **ANY** resident can call the towing company below and have these

cars towed immediately. The procedure is different for the visitors parking spaces. For the towing company to tow a vehicle from this area a photo of the vehicle, registration, make and model of car will need to be supplied to the towing company. You will also need to provide some photo ID to ensure that you are a resident at the complex and you will need to fill in the online towing authority form: https://www.anytimetowing.com.au/tow-away-authority-form/ The towing company will not tow a car away if there is insufficient evidence.

6. **Visitor parking spaces** – if you believe a resident is utilising a visitors parking space you will need to contact our office in writing via email. You will need to provide a photo of the vehicle stating it location within the complex, along with the registration number, make, model and colour of car and also the unit you believe this car belongs to.

   6.1.1 We will then contact the owner or property manager and advise them to immediately move from the visitor parking bay and advise them not to utilise these spaces in the future. If the vehicle remains in place after the 24-hour period after the first warning a second warning will be issued. After the third warning any vehicle associated with that lot will without further notice be towed. Our office will need to be notified, provided all the relevant details and **ONLY** our office (Phase Management) or the elected committee of management (if out of office hours) will be able to call in this vehicle to be towed under our instruction.

   6.1.2 This 3-warning policy refers to an individual unit/lot not an individual vehicle and the accumulative effect of all/any associated vehicles of a lot is taken into consideration. For example, if an individual lot has three cars and each car on three separate occasion is witnessed to be parked in the visitor only parking bays this will constitute 3 warnings. If a lot has previously received warnings, these warnings are taken into account regardless of the timeframe if they continue to park in the visitor parking spaces.

7. Towing company details: Anytime Towing. Telephone number: 0409 982 860. Email address: towaway@anytimetowing.com.au

8. If a vehicle is towed, Anytime Towing will charge from $440 to release the vehicle. There is also a $50 a day storage charge for the vehicle. To have your vehicle released it is the owner's responsibility to call the number above. You will need to pick up your vehicle from Anytime Towing's depots which are located in Mornington, Dandenong and Altona.

9. If the above procedures are followed this will not lead to genuine visitor's cars being towed away.

10. It will also be mandatory to contact our office if you have a visitor staying with you for more than three consecutive days which often occurs at certain times during the year. Provide us with their vehicle details and we will ensure that in these instances these vehicles will not get towed. If these details are not provided to our office, we have the right to deny visitors from utilising these spaces.

If you have any questions relating to the above, please call us.

Yours sincerely

Scott Elliott - **Owners Corporation Manager**

For general enquiries, call us or visit our website
mornpen.vic.gov.au
1300 850 600

MORNINGTON PENINSULA
Shire

Our reference: LIC2026/8541 Issue Date: 15/5/2026 Property Number: 138576
Your reference: 80509191-020-3

Land Information Certificate

(Section 121 of the Local Government Act 2020)

This certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate **is not required** to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Property Address:	64 Graf Road SOMERVILLE VICTORIA 3912		
Legal Description:	Lot 31 PS 708052 Vol 11471 Fol 158		
Applicant:	Landata		
Valuations:	Site Value:	$285000	
	Capital Improved Value:	$635000	
	Net Annual Value:	$31750	
Level of value date:	1/1/2025	Effective date:	1/7/2025

Rates, Charges and other monies for the year ending 30/6/2026.

Arrears as at 1/7/2025	**$363.60**
General Rates	$897.85
Waste Services	$433.00
Fire Services Property Levy	$245.85
Extra Bin / Green Waste Bin Charges	$0.00
Interest	$0.00
Rebates	$0.00
Receipts, Adjustments and Prepayments	$-1,546.30
Special Rates and Charges	$0.00
Other Outstanding Charges/Property Debt	$0.00
Total Due	**$394.00**

This certificate may be updated verbally to the person to whom it was issued within a period of 90 days from date of issue.
In accordance with Section 175 (1) *Local Government Act 1989*, the purchaser must pay any current rate or charge on the land and any arrears of rates and charges (including interest) which are due and payable.
Should you have any questions relating to any of the above charges please contact Revenue on (03) 5950 1080.

When submitting Acquisitions/Dispositions please send through acquisitions@mornpen.vic.gov.au

BPAY

Biller Code: **20537**

Reference 2201385768

Authorised Officer

Iain Griffiths

Revenue Management Team Leader

MORNINGTON PENINSULA SHIRE

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

South East Water

Jansen Walsh & Grace C/- InfoTrack
(LEAP)
E-mail: certificates@landata.vic.gov.au

Statement for property:
LOT 31 64 GRAF ROAD SOMERVILLE
3912
31 PS 708052

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03A//01826/00066	LANDATA CER 80509191-028-9	12 MAY 2026	52133443

1. Statement of Fees Imposed

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

(a) By Other Authorities		
Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	$31.25
(b) By South East Water		
Water Service Charge	01/04/2026 to 30/06/2026	$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	$100.41
Subtotal Service Charges		$176.08
	TOTAL UNPAID BALANCE	$176.08

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at ***www.southeastwater.com.au***.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- 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.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

ENCUMBRANCE ENQUIRY EMAIL **infostatements@sew.com.au**

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

ASSET INFORMATION - SEWER & DRAINAGE

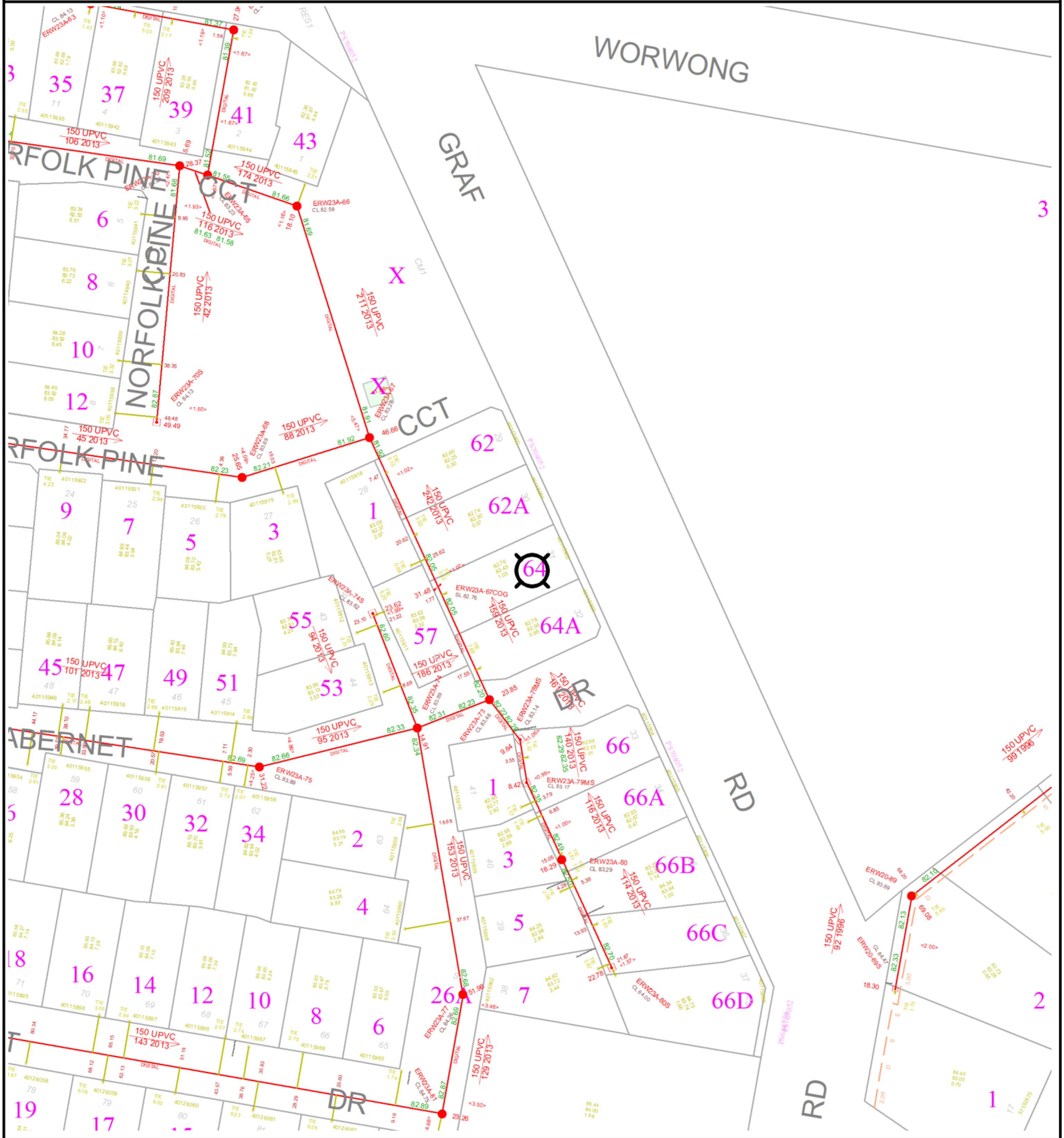
South East Water

Property: Lot 31 64 GRAF ROAD SOMERVILLE 3912

Case Number: 52133443

Date: 12MAY2026

Scale in Metres: 20 0 20 40



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

Title/Road Boundary

Proposed Title/Road

Easement

Subject Property

Sewer Main & Property Connections

225 VC 280 MOR Direction of Flow

Maintenance Hole

Inspection Shaft

<1.0> Offset from Boundary

Abandoned Sewer

Melbourne Water Assets

Sewer Main

Maintenance Hole

Underground Drain

Channel Drain

Natural Waterway

Underground Drain M.H.

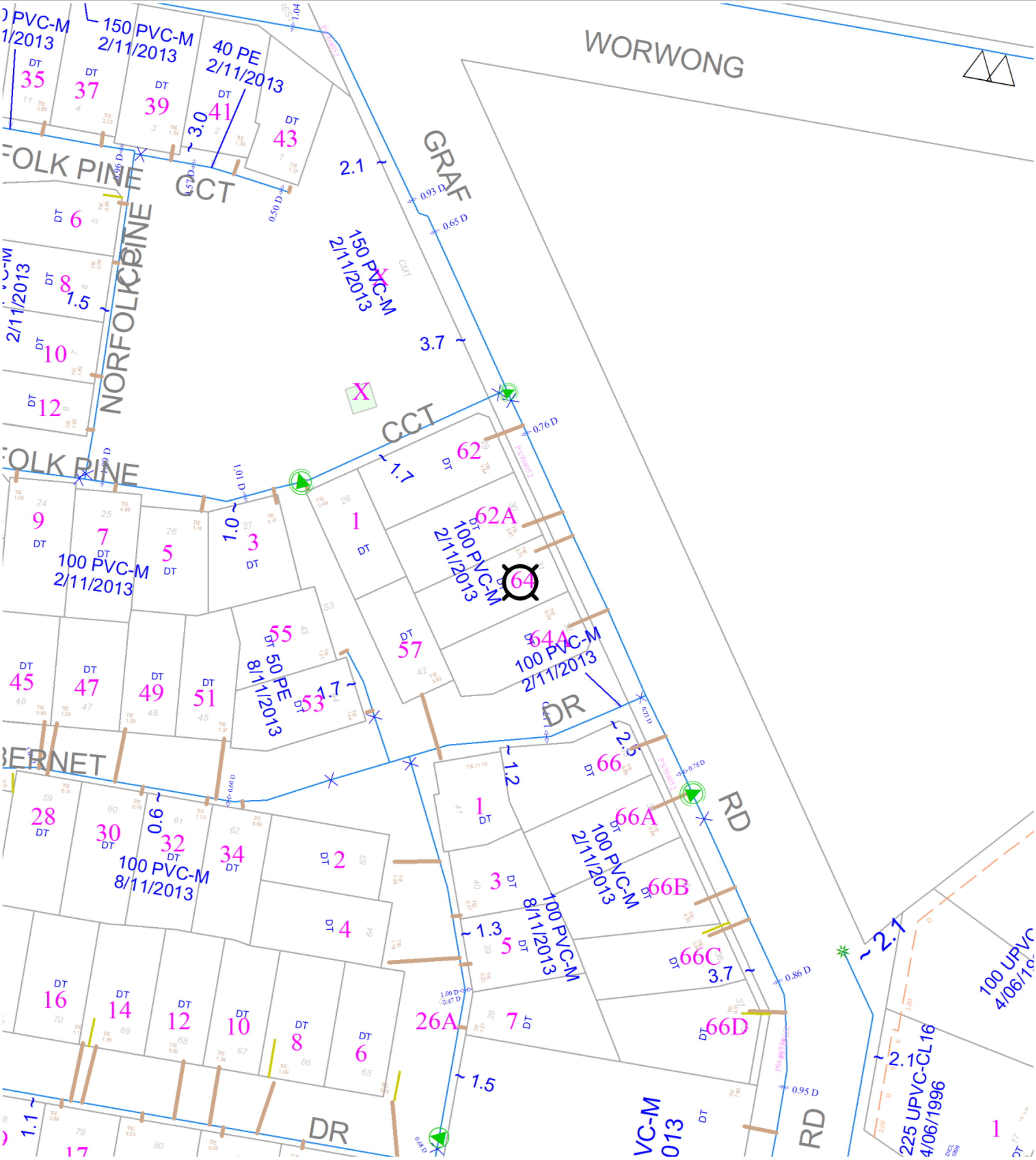
ASSET INFORMATION - WATER

South East Water

Property: Lot 31 64 GRAF ROAD SOMERVILLE 3912

Case Number: 52133443

Date: 12MAY2026



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LEGEND

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

ASSET INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

South East Water

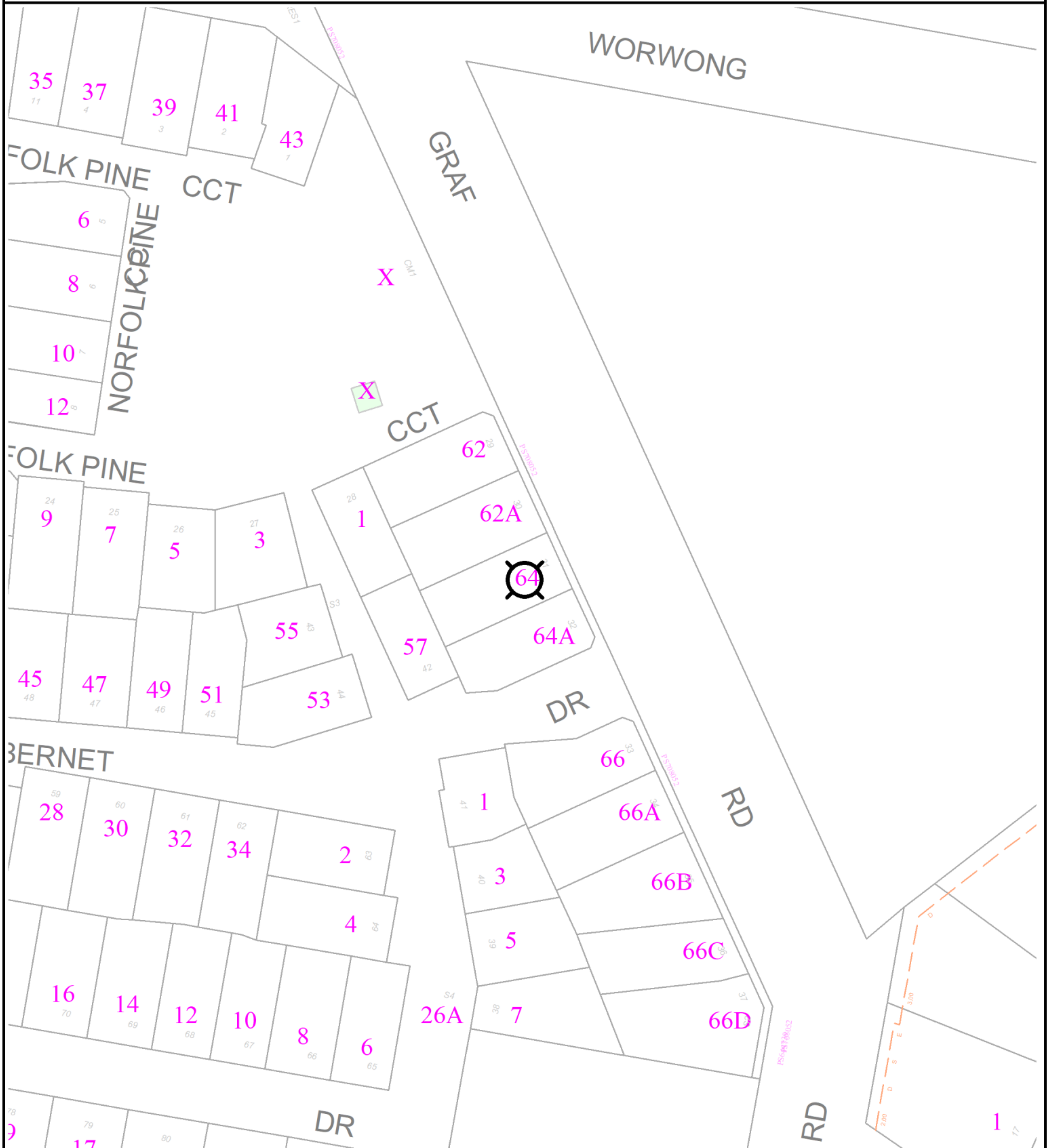
Property: Lot 31 64 GRAF ROAD SOMERVILLE 3912

Case Number: 52133443

Scale in Metres: 20 0 20 40

Date: 12MAY2026

N



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

LEGEND

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

Property Clearance Certificate
Land Tax

INFOTRACK / JANSEN WALSH & GRACE

Your Reference:	26/32693
Certificate No:	99117723
Issue Date:	12 MAY 2026
Enquiries:	ESYSPROD

Land Address: 64 GRAF ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41069235	31	708052	11471	158	$1,104.03

Vendor: MICHELLE DIANNE GILLESPIE
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS MICHELLE DIANNE GILLESPIE	2026	$285,000	$1,104.03	$0.00	$1,104.03

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$635,000
SITE VALUE (SV):	$285,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$1,104.03**

Notes to Certificate - Land Tax

Certificate No: 99117723

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $285,000

Calculated as $975 plus ($285,000 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,350.00

Taxable Value = $635,000

Calculated as $635,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 99117723

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 99117723

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

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

Property Clearance Certificate

Commercial and Industrial Property Tax

INFOTRACK / JANSEN WALSH & GRACE

Your Reference:	26/32693
Certificate No:	99117723
Issue Date:	12 MAY 2026
Enquires:	ESYSPROD

Land Address: 64 GRAF ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41069235	31	708052	11471	158	$0.00

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$635,000
SITE VALUE:	$285,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99117723

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / JANSEN WALSH & GRACE

Your Reference:	26/32693
Certificate No:	99117723
Issue Date:	12 MAY 2026

Land Address: 64 GRAF ROAD SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
31	708052	11471	158

Vendor: MICHELLE DIANNE GILLESPIE

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 99117723

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 99117723

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD

Ref: 99117723

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

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

**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Jansen Walsh & Grace C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 4411

NO PROPOSALS. As at the 12th May 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

64 GRAF ROAD, SOMERVILLE 3912
SHIRE OF MORNINGTON PENINSULA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 12th May 2026

[Vicroads Certificate] # 80509191 - 80509191090428 '4411'

Department of Transport and Planning

Owners Corporation Search Report

Produced: 12/05/2026 09:06:37 AM

OWNERS CORPORATION 1
PLAN NO. PS708052K

The land in PS708052K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 86.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
111 WINONA ROAD MOUNT ELIZA VIC 3930

AY888361F 20/02/2025

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AR803914E 27/12/2018

Additional Owners Corporation Information:
OC019836N 15/10/2013

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100

Owners Corporation Search Report

Produced: 12/05/2026 09:06:37 AM

OWNERS CORPORATION 1
PLAN NO. PS708052K

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100

Department of Transport and Planning

Owners Corporation Search Report

Produced: 12/05/2026 09:06:37 AM

OWNERS CORPORATION 1
PLAN NO. PS708052K

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100

Department of Transport and Planning

Owners Corporation Search Report

Produced: 12/05/2026 09:06:37 AM

OWNERS CORPORATION 1
PLAN NO. PS708052K

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

Land Parcel	Entitlement	Liability
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Total	**8600.00**	**8600.00**

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

Statement End.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1254491

APPLICANT'S NAME & ADDRESS

JANSEN WALSH & GRACE C/- INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

GILLESPIE, MICHELLE DIANNE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

4411

This certificate is issued for:
LOT 31 PLAN PS708052 ALSO KNOWN AS 64 GRAF ROAD SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:
MORNINGTON PENINSULA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a EROSION MANAGEMENT OVERLAY - SCHEDULE 7

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :
- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - C219morn

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/morningtonpeninsula)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
http://vhd.heritage.vic.gov.au/

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

12 May 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

PROPERTY REPORT

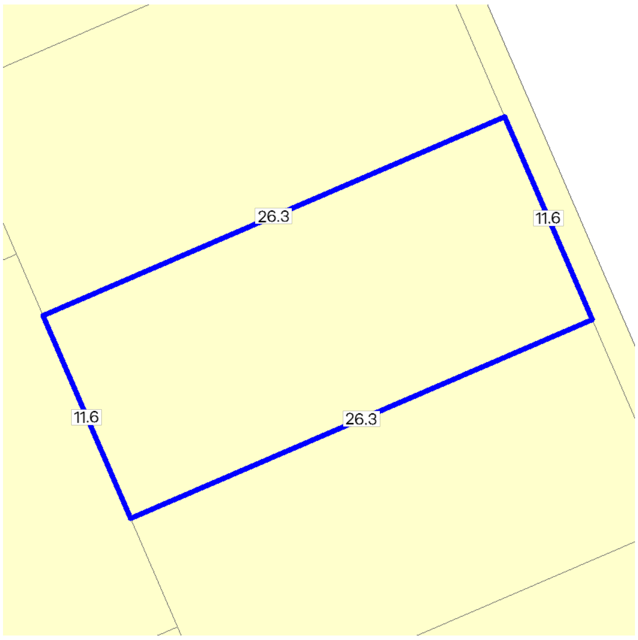
Created at 13 May 2026 12:21 PM

PROPERTY DETAILS

Address:	**64 GRAF ROAD SOMERVILLE 3912**
Lot and Plan Number:	**Lot 31 PS708052**
Standard Parcel Identifier (SPI):	**31\PS708052**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**138576**
Directory Reference:	**Melway 148 D2**

SITE DIMENSIONS

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



Area: 303 sq. m
Perimeter: 76 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

PLANNING INFORMATION

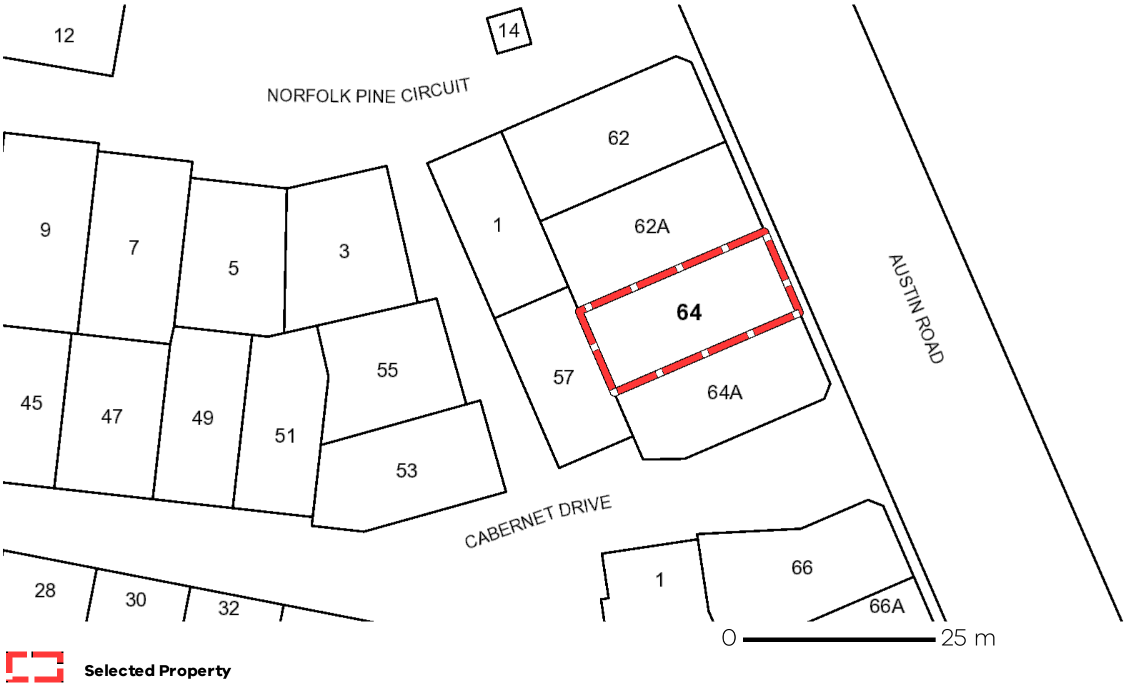
Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 May 2026 12:21 PM

PROPERTY DETAILS

Address:	**64 GRAF ROAD SOMERVILLE 3912**
Lot and Plan Number:	**Lot 31 PS708052**
Standard Parcel Identifier (SPI):	**31\PS708052**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**138576**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 148 D2**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

OTHER

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

View location in VicPlan

Planning Zones

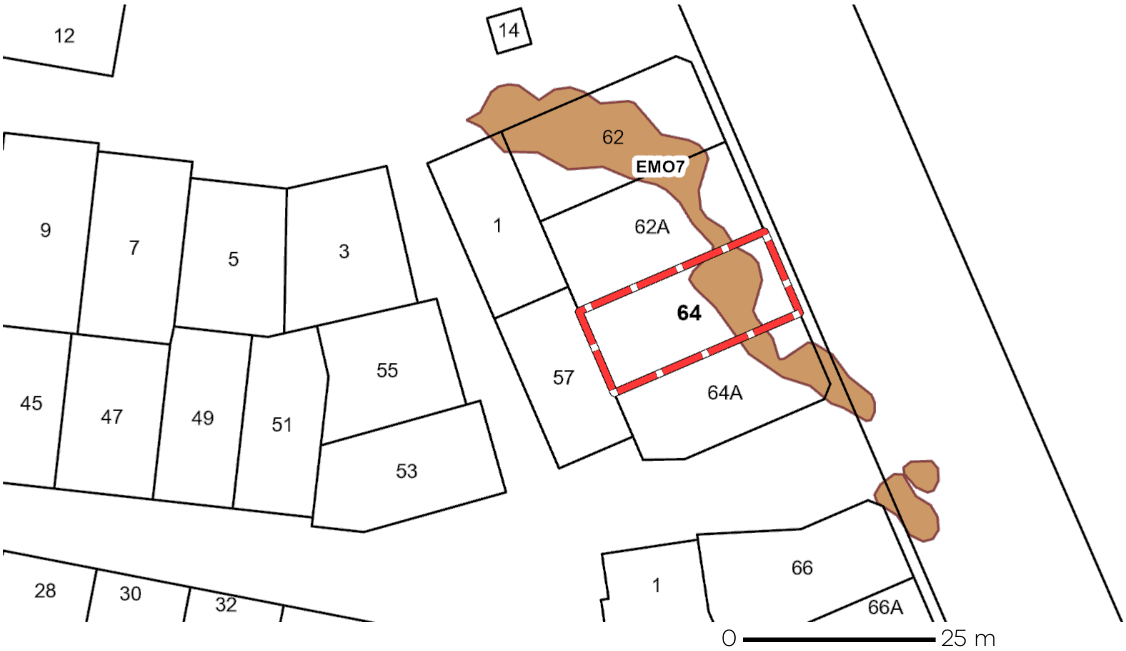
GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)

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

Planning Overlay

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY - SCHEDULE 7 (EMO7)



EMO - Erosion Management Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation

Further Planning Information

Planning scheme data last updated on 8 May 2026.

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

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

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

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

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

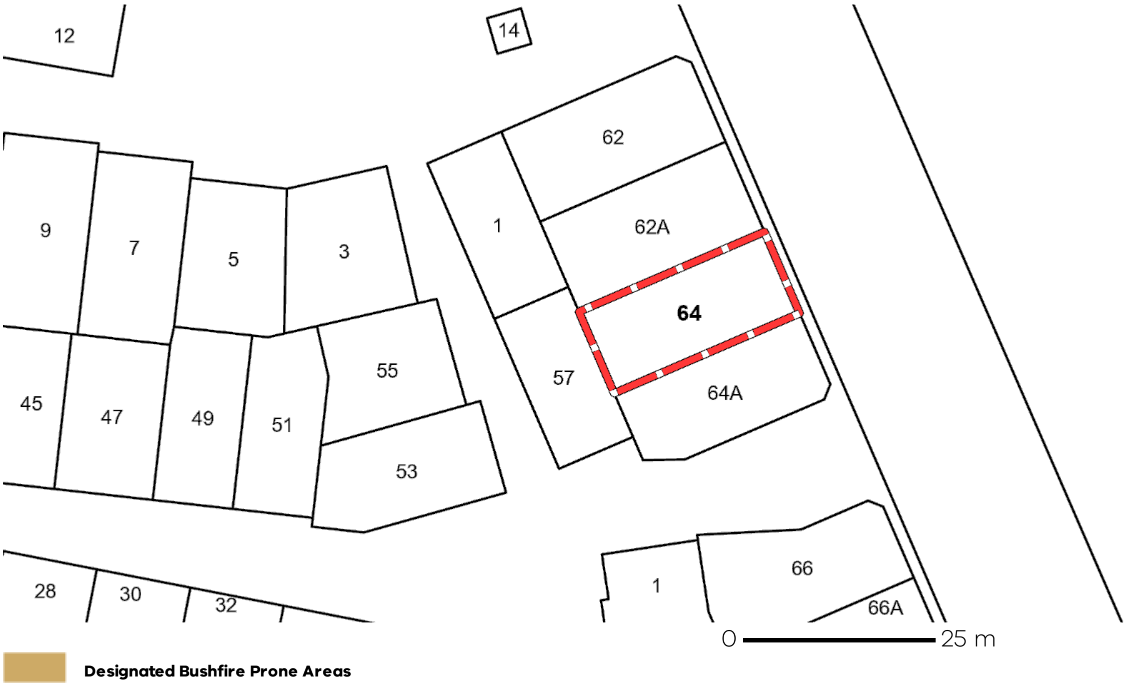
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see Native Vegetation (Clause 52.17) with local variations in Native Vegetation (Clause 52.17) Schedule

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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).