



Sargeants Est. 1978
Caroline Springs

CONTRACT OF SALE

Simone Sambo

Property:

201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201
Email: admin@sargeantscs.com.au

Ref: 25/6746

CONTRACT OF SALE OF REAL ESTATE

Property Address: 201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys you are required to pay under this contract for sale, up to a limit of 10% of the purchase price of the lot.
- A substantial period of time may elapse between the day on which you sign this contract 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 this contract for sale and the day on which you become the registered proprietor.

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

- a copy of the 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*
- full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/..... /20

Print name of person signing:

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

SIGNED BY THE VENDOR..... on/..... /20

Print name of person signing.....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney")

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Harcourts Rata & Co
CAROLINE SPRINGS VIC 3023

Tel: 9465 7766 Fax: Ref: Email: sold@rataandco.com.au

VENDOR

Simone Sambo
Of

Ref: Email:

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Sargeants Conveyancing
of PO Box 3442
Caroline Springs 3023

Tel: 03 9307 8201 Ref: 25/6746 Email: admin@sargeantscs.com.au

PURCHASER

Of

Tel: Ref: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel: Fax: Ref: Email:

LAND

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11084 / 627	1212	PS 543423

The land is described in the copy title(s) and plan(s) attached to the Vendors Statement.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

201 Arbour Boulevard Burnside Heights Vic 3023

GOODS SOLD WITH LAND

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature. (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 (refer to general condition 19)

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

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

SETTLEMENT

Is due on

Or earlier by agreement

See Special condition 8- NO SETTLEMENTS BETWEEN 19TH DECEMBER 2025 – 14TH JANUARY 2026.

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1

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

TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30

LOAN

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

Lender:

Loan amount:

Approval date:

BUILDING REPORT

General condition 21 applies only if the box is checked

PEST REPORT

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

**Residential Withholding Payment Notification
Section 14-255 of the Taxation Administration Act 1953 (Cth)**

Property: 201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023

I/We Simone Sambo hereby confirm we have contacted our Accountant and confirm:-
(please select the option which applies)

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision and GST at 1/11th (10%) of the contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is a new residential premises or potential residential premises or vacant land on a new subdivision. The contract will provide for Margin scheme and GST at 7% of the Contract price will apply at settlement.

Vendors name:

ABN:

Contact number:

Address:

- The above property is either an existing residential premises or vacant land not on a new subdivision or commercial residential premises and therefore the Purchaser is not required to withhold GST.

Simone Sambo

Date: 09 December 2025

Contract of Sale of Land - 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 one or more 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 nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

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 in the header 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* apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* 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 Duties on Line 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 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 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. BUILDER WARRANTY INSURANCE

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

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* 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*.

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.

13.10 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*.

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 deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 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.

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

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

14.7 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.

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

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

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

14.11 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 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgment 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. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment 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 lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment 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 lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment 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 lodgment.

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 by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment 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.

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 this general condition:

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

(b) 'GST' includes penalties and interest.

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 a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

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

(c) is not 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 control operator licensed under Victorian law 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 following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 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.

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)* 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 *Taxation Administration Act 1953 (Cth)*. 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 *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 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 lodgment 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 *Taxation Administration Act 1953 (Cth)* 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 *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 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 *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 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 *Taxation Administration Act 1953 (Cth)* 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 *Taxation Administration Act 1953 (Cth)*, 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 *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 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 *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 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 lodgment 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 *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgment 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 *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

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 *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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 *Taxation Administration Act 1953 (Cth)*.

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

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 authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

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 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.

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*:

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

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

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

- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

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.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

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 a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable 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.

INFORMATION ONLY

THE SPECIAL CONDITIONS REFERRED TO IN THE CONTRACT

1. WARRANTIES AND EXCLUSIONS

The purchaser agrees that there are no conditions, warranties, undertakings, representations or any other terms affecting the contract other than those that will be embodied in the contract and the purchaser shall not be entitled to rely upon any condition, warranty, undertaking or representation made by the vendor or the vendor's agents or any term except such as are made written conditions of this contract and signed by the vendor.

2. INTEREST AND COSTS PAYABLE ON DEFAULT

If the purchaser defaults in payment of any money under this Contract, then interest at the rate of fourteen per cent per annum shall be paid by the purchaser to the vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of each and every default is the sum of \$880-00 (inclusive of GST) together with a further sum of \$880-00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

If settlement is rescheduled to another day due to the Purchaser, the Purchaser shall pay the Vendor's Solicitor an amount of \$150.00 plus GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

3. NON-PAYMENT OF THE WHOLE OR PART OF THE DEPOSIT

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract and the contract may be immediately terminated by the vendor at his option.

4. ADJUSTMENTS

The purchaser agrees to provide the statement of adjustments no later than 3 business days prior to settlement, and a copy of all certificates obtained by them to complete any adjustments. The Vendor will not be obliged to provide cheque details until this condition has been complied with. The purchaser acknowledges that they will be in default of this contract if this condition is not adhered to and a fee of \$150 plus GST for any adjustments received outside of this time. If no certificate was obtained to complete the adjustments and they are submitted, on such basis, then the purchaser will forfeit any ability to readjust after settlement has been completed. This condition will not merge on settlement.

5. FINANCE

General Condition 20.2 (c) is amended to read "serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendors representative on the due date specified in the Particulars of Sale or any later date allowed by the vendor."

6. SOLAR PANELS

The Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels installed on the property hereby sold in relation to their condition, state of repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the Vendor and not encumbered in any way.

7. POOL COMPLIANCE

The purchaser agrees that he will be responsible to comply with any notice, order, demand or levy imposed in relation to the safety of any pool or spa on the property regardless of whether such notice, order, demand or levy was issued or made before or after the day of sale.

The purchaser is aware that he may have to:

1. Register the pool or spa with the local council if the vendor has not already done so.
2. Arrange a private inspection and obtain a report at his cost;
3. Comply with all the requirements of the report;
4. Arrange any further inspections at his cost; and
5. Provide the local council with a Certificate of Compliance and pay the required fee.

The Purchaser acknowledges that he shall not have any right to seek any contribution either directly or indirectly from the vendor towards any costs, fees, charges or disbursements whatsoever or howsoever arising in relation to any pool or spa on the property.

8. HOLIDAY CLOSURES

This Special Condition only applies to contracts where the Settlement Date is chosen (or arises) in the Office Closure Period (as defined below).

Notwithstanding any other provisions in this Contract:-

8.1 It is agreed and acknowledged by the Vendor and the Purchaser that on any Business Day that falls as a single day between a Public Holiday and a Weekend (for example, "Melbourne Cup Monday", being the 1st Monday in November), and during the period between 19/12/2025 and 13/1/2026 (inclusive as to the above range of dates, and hereafter jointly & severally called the "Office Closure Period"),

8.2 if Settlement of this Contract becomes due, or is already stated in this Contract to be due in the Office

Closure Period, then it is agreed that Settlement of this Contract shall be due and effected on the next Business Day, or in the case of the Christmas and New Year portion of the Office Closure Period, Settlement of this Contract shall be due and effected on Wednesday 14th January, 2026;

8.3 The Purchaser and/or their Conveyancers/legal Representative may not issue a Default Notice upon the Vendor during the Office Closure Period and if the Purchaser does do so, the period to remedy the Default stated therein is agreed to be and operate as TWENTY ONE (21) DAYS (notwithstanding any other period stated therein), or in the case of the Christmas and New Year portion of the Office Closure Period THIRTY (30) DAYS (notwithstanding any other period stated therein);

8.4 Neither party to this Contract may make any objection, requisition, claim for compensation or otherwise against the other in relation to the subject matter of this Special Condition including, but not limited to, re-adjustment of any Rental income or outgoings by virtue of Settlement falling into the next Calendar Year.

9. LAND TAX

Land tax is not an adjustable item under General Condition 23.

10. PEST & BUILDING INSPECTIONS

General Conditions 21.2 and 22.2 are amended to read "the purchaser may end this contract within 7 days from the day of sale if the purchaser:"

INFORMATION ONLY

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Witness

Director (Sign)

**SECTION 32 STATEMENT
AS REQUIRED BY SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")**

Vendor: Simone Sambo

Property: 201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023

LAND BEING SOLD

The land which is presently fenced and/or occupied by the Vendor and contained only within the land described in Certificate of Title Volume 11084 Folio 627.

IMPORTANT NOTICES TO PURCHASER

The Vendor makes this statement in respect to the land in accordance with Section 32 of the Sale of Land Act 1962.

PLANNING

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

WARNING The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

BUSHFIRE - PRONE AREA

- (1) The property is in a bushfire prone area within the meaning of the Regulations made under the Building Act 1993 unless the attached Bushfire Prone Area Report states otherwise.
- (2) If the property is in a designated bushfire prone area the designation will be shown on the attached Bushfire Prone Area Report and special bushfire construction requirements, Planning provisions and Country Fire Authority requirements may apply. However, you should conduct your own due diligence by searching the Victorian Government's Land Channel website.

1. RESTRICTIONS - Information concerning any easement, covenant or other similar restriction affecting the property (registered or unregistered)

- 1.1 Easements affecting the property - as set out in the documents attached (if any)
- 1.2 Covenants affecting the property - as set out in the documents attached (if any)
- 1.3 Leases affecting the property - as set out in the documents attached (if any)
- 1.4 Other similar restrictions affecting the property - as set out in the documents attached (if any)

Particulars of any existing failure to comply with the terms of any Easement, Covenant, lease or other similar restriction are :-

- None to the Vendor's knowledge

However please note that underground electricity cables water and gas pipes, sewers or drains may be laid outside registered easements.

2. PLANNING AND ROAD ACCESS - Information concerning any planning instrument – As attached.

The planning instrument does not prohibit the construction of a dwelling house on the land. There is access to the property by road.

Overlays - Landslip - Vegetation - Mining - or other General information - As attached (if any)

The Land may have been declared by a relevant authority to be in an area which is liable to flooding, bush fire or pest infestation.

3. **OUTGOINGS AND STATUTORY CHARGES**

Information concerning any rates, taxes, charges, or other similar outgoings (including Owners Corporation charges) affecting the land including any rates, charges or outgoings for which the purchaser may become liable as a consequence of the sale and which the vendor might reasonably be expected to have knowledge of:

Their total does not exceed - **\$5,000**

(excluding any Water Usage, Sewerage disposal charges or other charges based on a user/pay system)

4. **FINANCIAL MATTERS**

Particulars of any mortgage (whether registered or unregistered) over the land which is not to be discharged before the purchaser becomes entitled to possession of the land or to the receipt of the rents and profits including the particulars specified in Schedule 1. (There will be no Schedule 1 completed if the property is not being sold subject to a mortgage)

- None

4.2 Particulars of any charge (whether registered or unregistered) over the land imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

- None to the Vendors Knowledge.

5. **GROWTH AREA INFRASTRUCTURE CONTRIBUTION**

5.1 Is the land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the Planning and Environment Act 1987) and is the land:-

- 5.11 transferred under the agreement; or
- 5.12 land on which works are carried out under the agreement; or
- 5.13 land in respect of which a growth areas infrastructure contribution is imposed.

- Not to the Vendors knowledge.

6. **SERVICES**

Information concerning the supply of the following services -

THE FOLLOWING SERVICES ARE NOT CONNECTED

- None to the Vendors knowledge.

The Water supply and Sewerage service connected to the land are of the standard level available in the locality unless specified otherwise.

WARNING TO PURCHASER

It is your (the purchaser's) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or re-connection to the property of any services you require, in particular whether gas and/or sewerage is connected. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement date. It is your responsibility to pay all costs of and incidental to the transfer, connection or re-connection to the land of the services you require.

The vendor makes no representations that any of the services are adequate for the purchaser's proposed use and the purchaser should make his own enquiries.

7. **BUILDING APPROVALS**

7.2 If there is a residence which was constructed within the preceding 6 years and Section 137B applies to the residence the particulars of the required insurance under that Act applying to that residence are:-

- Not Applicable

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

- Not applicable

NOTE – The property may contain asbestos or inflammable materials.

8. **NOTICES**

Particulars of any notice, order, declaration, report, 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.

8.1 Affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property

8.2 Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order it still in force)

8.3 Particulars of any 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 and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992

8.4 Particulars of any mining licence granted under the Mineral Resources Development Act 1990

8.5 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986

8.6 Notice issued by the Environment Protection Authority

8.7 Any notice or order pursuant to the Domestic Building Contracts and Tribunal Act 1995

8.8 particulars of any notice to acquire served under Section 6 of the Land Acquisition And Compensation Act 1986

- None to the Vendors knowledge save as disclosed herein or in any Owners Corporation Certificate.

The land is in a Municipal District specified by the Minister administering the Mineral Resources (Sustainable Development) Act 1990.

Particulars of any Mining Licences affecting the land are as follows: - Not applicable

9. **OWNERS CORPORATION**

The land is NOT affected by an owners corporation within the meaning of the Owners Corporations Act 2006.

10. **INSURANCE**

The property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits.

11. **DISCLOSURE OF ENERGY EFFICIENCY INFORMATION**

Details of any energy efficient information required to be disclosed regarding a disclosure affected building or disclosure area or 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 facilities including any support facilities; and

(b) With 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

SWIMMING POOLS AND SMOKE ALARMS

In the event that an unfenced swimming pool, spa or other body of water is on the land herein described, that is required to be fenced or otherwise protected, the purchaser will be required at his expense to comply with the provisions of the Building Act 1993 and the Building Regulations 1994 and in particular Regulation 5.13 and any other laws or regulations requiring the provision of barriers to restrict the access by young children to the body of water. Further, the purchaser should note that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulation 5.14 of the Building regulations 1994 within 30 days after the completion of any contract of sale. The purchaser acknowledges that any price negotiated is on the basis that the purchaser will assume full responsibility for fencing or protecting any body of water and installing any smoke alarms.

DATE OF THIS STATEMENT

20

Signature of Vendor

I agree that this Section 32 Statement and the documents herewith (including the Search of the Title) must be updated at the expiration of six calendar months from the date of the search of the Title herewith. I will not hold Sargeants responsible if the Vendors Statement is not so updated or if it is used by any Real Estate Agent other than the one to whom it is first forwarded to by Sargeants. I confirm that this statement has been printed solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I undertake that I will exercise all possible diligence and provide full and honest disclosure or all relevant information of which I am aware or might reasonably be expected to be aware of. I am aware that Sargeants have only been employed to fill up this document in accordance with my said instructions and the information and documents provided or approved by me. I certify that I am not aware of :- (a) any variation between the land occupied by me and the land described in the Certificate/s of Title. (b) any registered or unregistered encumbrances not disclosed in this document. (c) any failure to obtain any necessary planning, building or other permits. (d) the property being affected by any environmental, landslip, mining, flooding, fill, latent defects or historical significance issues. (e) any contingent or proposed liabilities affecting any Owners Corporation including any relating to the undertaking of repairs to the property. (f) my occupation of any adjacent land which is not contained in the land being sold. (g) any buildings erected over any easements (h) any rights over any other land (i.e. a roadway or walkway) other than those disclosed herein and (h) any proposal in relation to any other land which may directly and currently affect the property being sold.

I acknowledge that I have read the statement, all the documents and the representations and warranties given by me in lieu of requisitions and I accept sole responsibility for the accuracy of all the information and documents and for providing or omitting all or any of the information, conditions, titles, notices or documents including, but without limiting the generality of the forgoing, any information. conditions, titles or documents required or that later may be deemed to be required by Section 32 of the Sale of Land Act 196 as amended, the Domestic Building Contracts and Tribunal Act 1995 and/or any other Act or regulations.

INSURANCE

I the vendor undertake to keep the property and all improvements thereon and therein, fully insured for their full replacement value (new for old) until the final settlement of any sale of the property.

COMMON PROPERTY PUBLIC RISK AND RE-INSTATEMENT INSURANCE - (If applicable)

I the vendor confirm that I am hereby advised that :-

1. I cannot sell a property which is part of a subdivision where there is any common property unless the Owners Corporation has a public liability insurance policy in place as at the day of sale for a sum of at least 10 million dollars and if the land is under the Strata Titles Act or any lot is above or below any common property unless there is collective reinstatement insurance in the name of the Owners Corporation in relation to all the buildings on the plan.

2. If there is common property or it is later determined that there is common property, then there is an Owners Corporation and if the said Owners Corporations public liability insurance and re- instatement insurance is not in place as at the day of sale, the Purchaser may cancel any contract at any time up until the final settlement, even if the said insurance is subsequently arranged.

PURCHASER'S ACKNOWLEDGMENTS

The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the property, the purchaser received from the vendor or the vendor's agent a copy of this Section 32 Statement signed by the Vendor, the Notice, the Particulars of Sale and the Special Conditions herein or attached to the contract and a Due Diligence Checklist.

DATE OF ACKNOWLEDGMENT

20

Signature of Purchaser.....

INFORMATION ONLY

Register Search Statement - Volume 11084 Folio 627

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

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

VOLUME 11084 FOLIO 627

Security no : 124130786640M
Produced 16/12/2025 10:05 AM

LAND DESCRIPTION

Lot 1212 on Plan of Subdivision 543423R.
PARENT TITLE Volume 11049 Folio 681
Created by instrument PS543423R 09/08/2008

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SIMONE SAMBO of 201 ARBOUR BOULEVARD BURNSIDE HEIGHTS VIC 3023
AL857113P 04/05/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW702240D 04/04/2023
NATIONAL AUSTRALIA BANK LTD

COVENANT AG070055F 08/09/2008

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
AB882668K 17/02/2003

DIAGRAM LOCATION

SEE PS543423R 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: 201 ARBOUR BOULEVARD BURNSIDE HEIGHTS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL
Effective from 04/04/2023

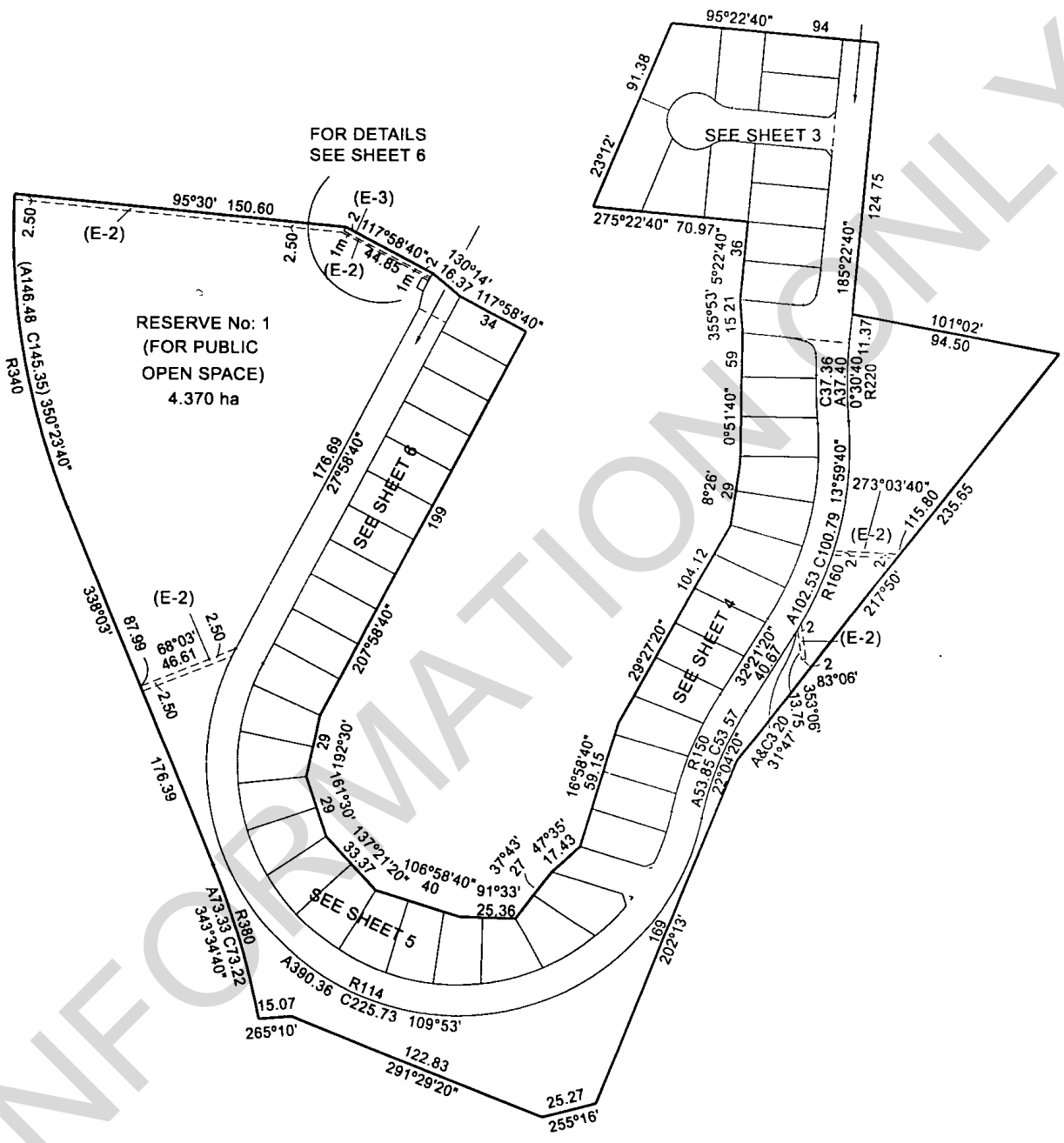
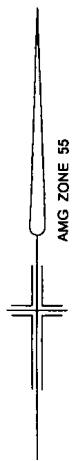
DOCUMENT END

The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 16/12/2025, for Order Number 89843270. Your reference: 25/6746 - Sambo.

INFORMATION ONLY

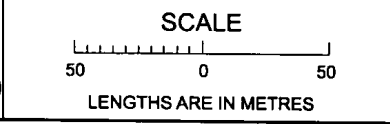
	PLAN OF SUBDIVISION	STAGE No. --	LR USE ONLY EDITION 1	PLAN NUMBER PS 543423R
LOCATION OF LAND PARISH: MARIBYRNONG TOWNSHIP: --- SECTION: C CROWN ALLOTMENT: 2 (PART) CROWN PORTION: --- TITLE REFERENCES: VOL:11049FOL: 681 LAST PLAN REFERENCE: LOT 12 ON P.S.543422T POSTAL ADDRESS: ARBOUR BOULEVARDE BURNSIDE (at time of subdivision) MGA CO-ORDINATES: E: 301 750 ZONE: 55 (of approx. centre of plan) N: 5 820 750 DATUM: GDA94		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: MELTON SHIRE COUNCIL REF: 54b 2873 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 8 / 3 / 07. 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (ii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988 COUNCIL DELEGATE COUNCIL SEAL DATE 5 / 5 / 08		
VESTING OF ROADS OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1 RESERVE No: 1	MELTON SHIRE COUNCIL MELTON SHIRE COUNCIL			
NOTATIONS				
DEPTH LIMITATION 15.24m BELOW THE SURFACE APPLIES TO LAND IN THIS PLAN.	STAGING	THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.		
NOTES: TANGENT POINTS ARE SHOWN THUS: LOTS 1 TO 1200 (BOTH INCL.) HAVE BEEN OMITTED FROM THIS PLAN. SURVEY: THIS PLAN IS BASED ON SURVEY VIDE P.S.514661N	THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.			
EASEMENT INFORMATION				NOTATIONS
LEGEND:	A - APPURTENANT E - ENCUMBERING EASMENT R - ENCUMBERING EASEMENT (ROAD)			ESTATE: THE ARBOUR STAGE: 12 No. OF LOTS: 48 AREA: 9.061HA MEL: 356:K:8
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	WAY, DRAINAGE & SUPPLY OF WATER, TELEPHONE, ELECTRICITY & GAS, SEWERAGE & WATER SUPPLY	SEE PLAN	P.S. 543422T	LAND IN P.S. 543422T AND MELTON SHIRE COUNCIL CITY WEST WATER LIMITED
(E-1)		SEE PLAN	P.S. 543422T	
(E-2)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND MELTON SHIRE COUNCIL CITY WEST WATER LIMITED
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	
(E-3)	DRAINAGE	SEE PLAN	P.S.543422T	LAND IN P.S.543422T AND MELTON SHIRE COUNCIL CITY WEST WATER LIMITED
(E-3)	SEWERAGE	SEE PLAN	P.S.543422T	
(E-4)	POWERLINE	SEE PLAN	THIS PLAN -SECT 88 OF ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD
(E-5)	POWERLINE	SEE PLAN	THIS PLAN-SECT 88 OF ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD
(E-5)	DRAINAGE	SEE PLAN	THIS PLAN	LAND IN THIS PLAN AND MELTON SHIRE COUNCIL CITY WEST WATER LIMITED
(E-5)	SEWERAGE	SEE PLAN	THIS PLAN	
				LR USE ONLY PLAN REGISTERED TIME 11:02 AM DATE 9/8/08 ASSISTANT REGISTRAR OF TITLES SHEET 1 OF 6 SHEETS
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310		LICENSED SURVEYOR: GEOFF W HUMPHREY SIGNATURE: DATE: 17/04/08 REF: 4641/12 VERSION: 8		DATE 5/5/08 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
CHECKED N.O	DATE: 17/04/08			

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	--	PS 543423R



bpd
 Breese Pitt Dixon Pty Ltd
 1/19 Cato Street
 Hawthorn East Vic 3123
 Ph: 8823 2300 Fax: 8823 2310

ORIGINAL
 SHEET SIZE A3
 SCALE 1:2000



LICENSED SURVEYOR: GEOFF W HUMPHREY
 SIGNATURE: DATE: 17/04/08
 REF: 4641/12 VERSION: 8

SHEET 2 OF 6 SHEETS

DATE / /
 COUNCIL DELEGATE SIGNATURE

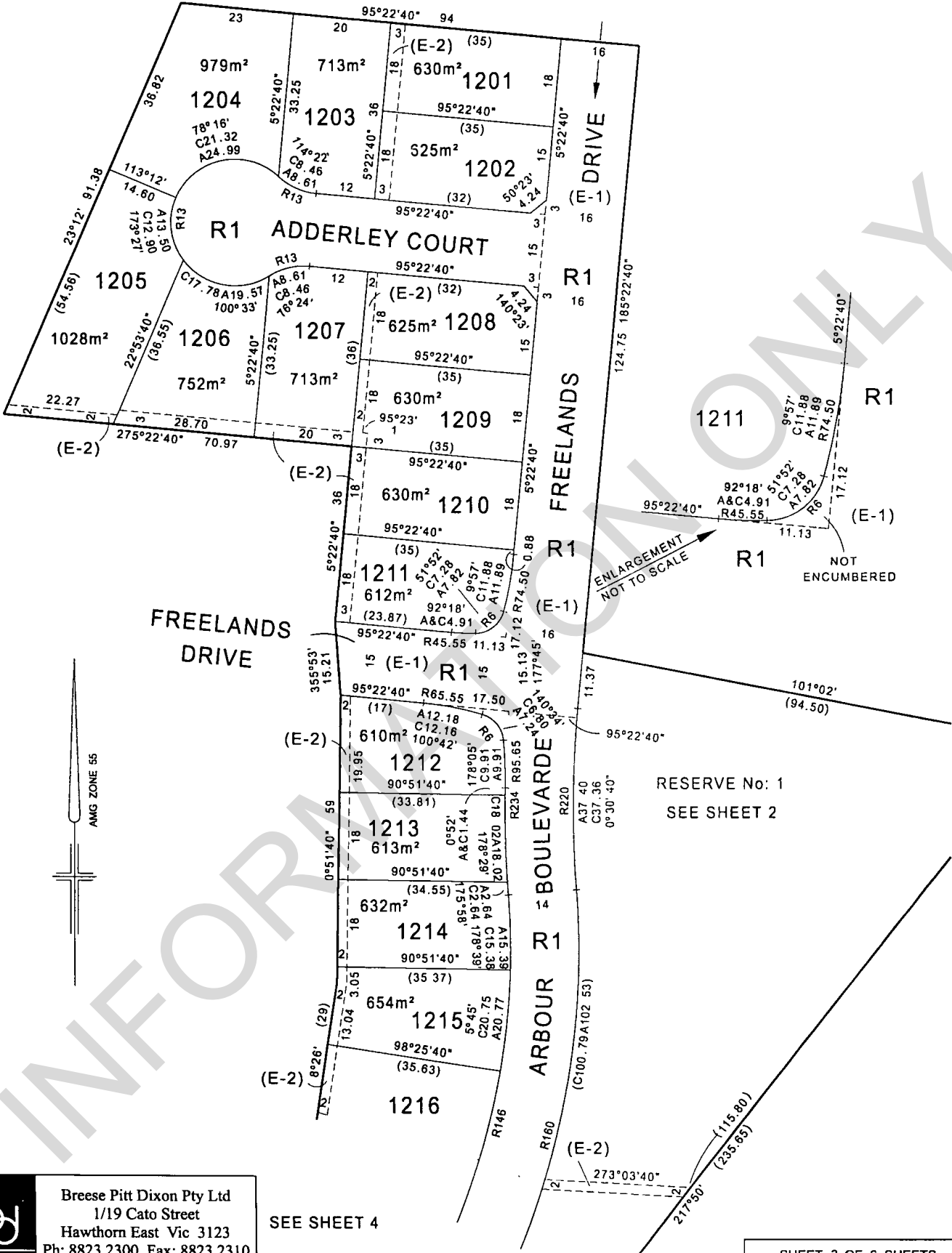
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

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PS 543423R



FREELANDS DRIVE

FREELANDS DRIVE

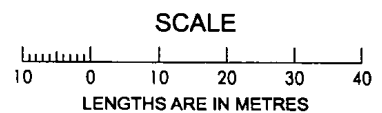
ARBOUR BOULEVARDE

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310

SEE SHEET 4

SHEET 3 OF 6 SHEETS

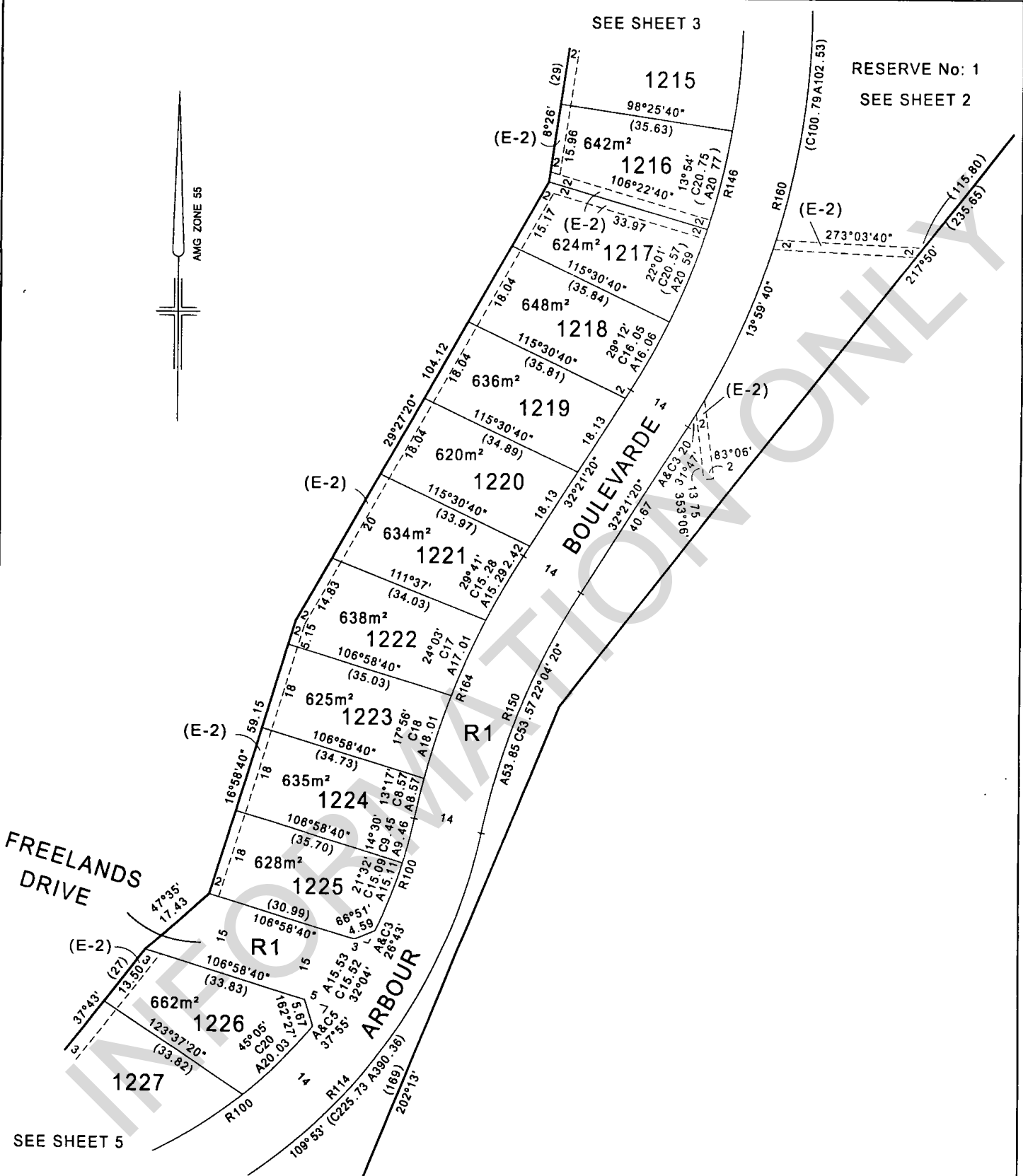
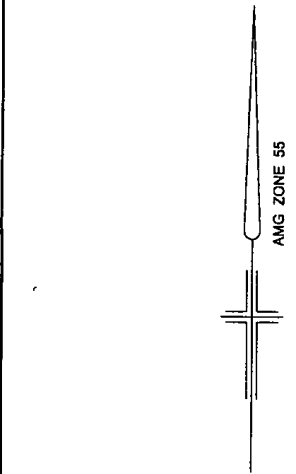
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LICENSED SURVEYOR: GEOFF W HUMPHREY
SIGNATURE: DATE: 17/04/08
REF: 4641/12 VERSION: 8

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No. --	PLAN NUMBER PS 543423R



Breese Pitt Dixon Pty Ltd
 1/19 Cato Street
 Hawthorn East Vic 3123
 Ph: 8823 2300 Fax: 8823 2310

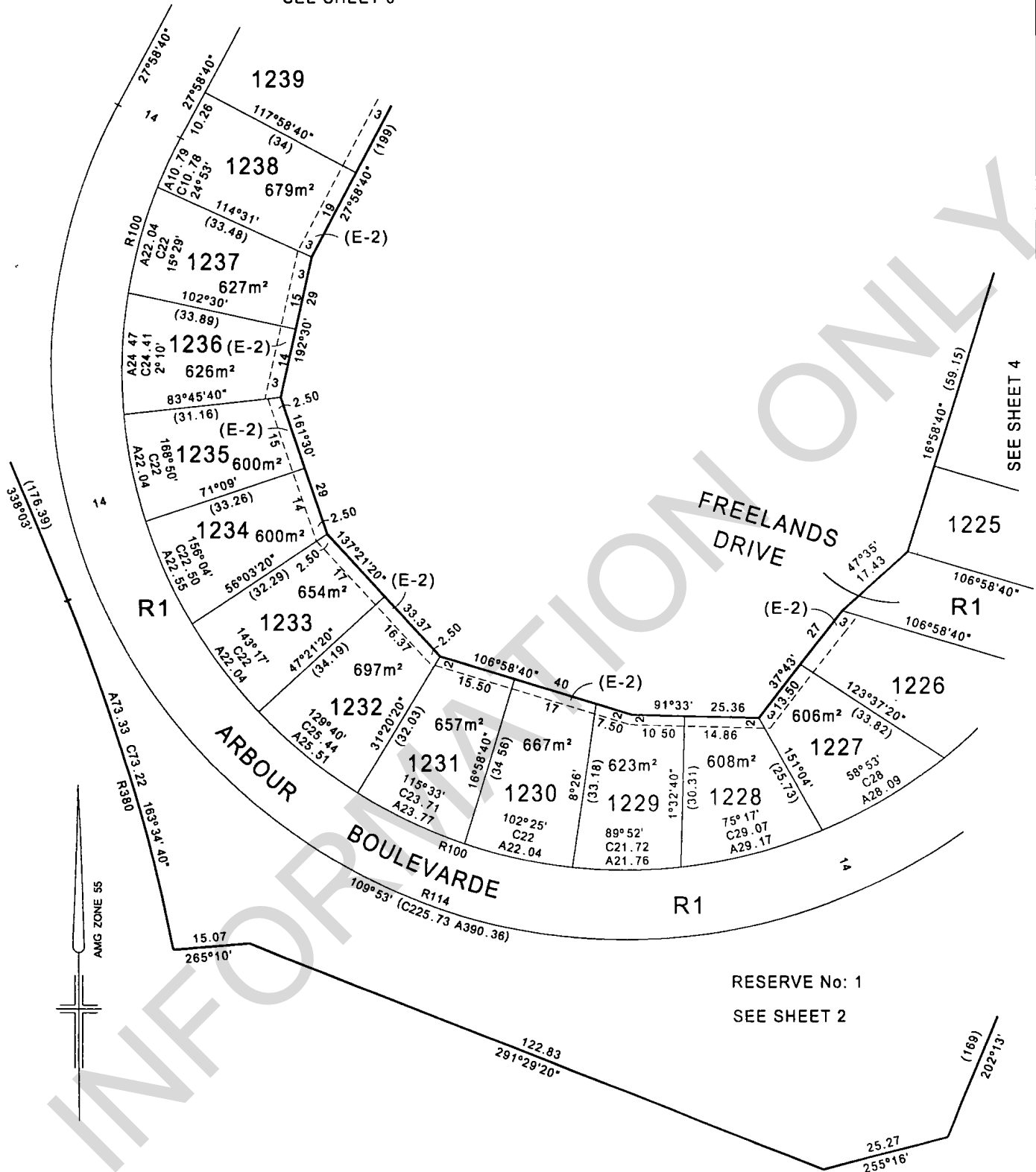
ORIGINAL SHEET SIZE A3	SCALE 1:750	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR: GEOFF W HUMPHREY		SHEET 4 OF 6 SHEETS
			SIGNATURE:	DATE: 17/04/08	DATE / /
			REF: 4641/12	VERSION: 8	COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

STAGE No.
--

PLAN NUMBER
PS 543423R

SEE SHEET 6



AMG ZONE 55

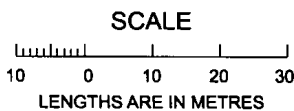
RESERVE No: 1
SEE SHEET 2



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310

SHEET 5 OF 6 SHEETS

ORIGINAL
SHEET SIZE
A3

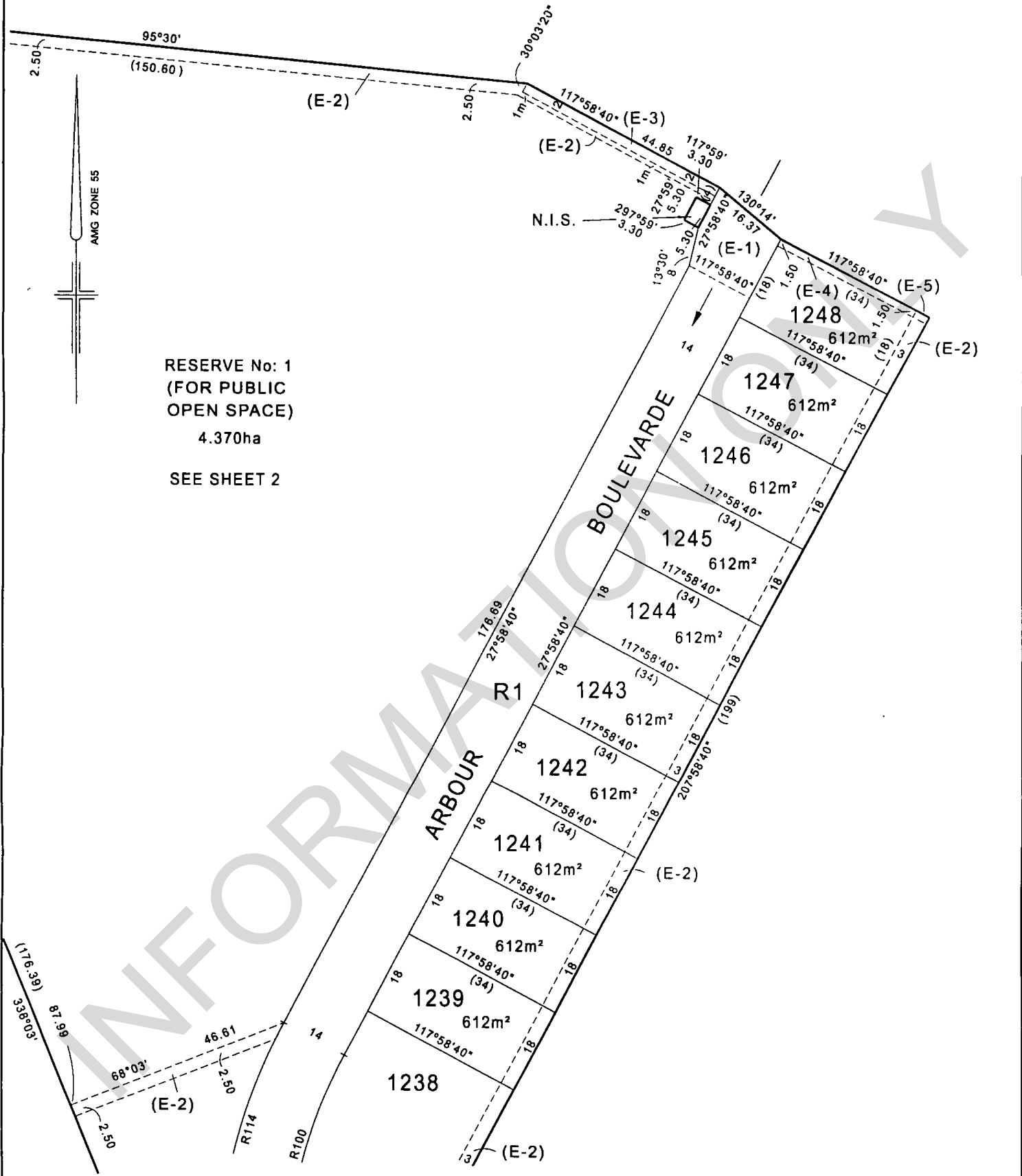


LICENSED SURVEYOR: GEOFF W HUMPHREY

SIGNATURE: DATE: 17/04/08
REF: 4641/12 VERSION: 8

DATE / /
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	--	PS 543423R



RESERVE No: 1
 (FOR PUBLIC
 OPEN SPACE)
 4.370ha
 SEE SHEET 2

BP
 Breese Pitt Dixon Pty Ltd
 1/19 Cato Street
 Hawthorn East Vic 3123
 Ph: 8823 2300 Fax: 8823 2310

SEE SHEET 5

SHEET 6 OF 6 SHEETS

ORIGINAL	SCALE
SHEET SIZE A3	SCALE 1:750
 LENGTHS ARE IN METRES	

LICENSED SURVEYOR: GEOFF W HUMPHREY	DATE: 17/04/08
SIGNATURE:	VERSION: 8
REF: 4641/12	

DATE / /
 COUNCIL DELEGATE SIGNATURE



AB882668K

17/02/2003 \$59 173



Application by a responsible authority for the making of a recording of an agreement

Form 13

Section 181 Planning and Environment Act 1987

Lodged at the Land Titles Office by:



DAB882668K-1-0

Name: MADDOCKS
Phone: 9288 0555
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref: 885611
Customer Code: 1167E

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

Land: Certificates of Title Volume 10515 Folios 968 & 969

Authority: Melton Shire Council of Civic Centre, 232 High Street Melton 3337

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

A handwritten signature in black ink, appearing to read "Neville Smith".

Name of officer:

NEVILLE SMITH

Office held:

CHIEF EXECUTIVE

Date:

10 DECEMBER 2002

KL17/02/03



Maddocks

Date 10 / 12 / 2002

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Agreement under Section 173 of the Planning and Environment Act 1987

Melton Shire Council
and

Inglesun Pty Ltd
ACN 098 181 429

INFORMATION ONLY



DRB882668K-2-8

AB882668K

17/02/2003 \$59 173



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17/02/2003 \$59 173

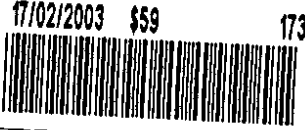


DRB882668K-3-6

Agreement under Section 173 of the Planning and Environment Act 1987

DATE 10 / 12 /2002

AB882668K



BETWEEN

Melton Shire Council
of Civic Centre, 232 High Street, Melton

(Council)

AND

Inglesun Pty Ltd ACN 098 181 429
of Level 4, 448 St Kilda Road, Melbourne

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The owner has applied for a Planning Permit to allow for the development of the Subject Land as a residential development in accordance with the Proposed Plan attached to this Agreement and marked "A".
- D. The Subject Land is affected by a Development Plan Overlay DP01 under clause 43.04 of the Planning Scheme. Schedule 1 of the Development Plan Overlay specifically applies to the Subject Land. Under clause 1.0 of Schedule 1 to the Development Plan Overlay, given how the Subject Land is to be used and developed, an agreement under section 173 of the *Planning and Environment Act 1987* is required to address the various matters set out in that part.
- E. The parties enter into this Agreement:
 - E.1 to give effect to the requirements of Schedule 1 of the Development Plan Overlay; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE



1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

lot means a lot on the Endorsed Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Owner Masterplan means the master plan prepared and approved by Council from time to time, showing the various components of the integrated development of the Subject Land.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Permit means the Planning Permit referred to in recital C of this Agreement.

Planning Scheme means the Melton Planning Scheme and any other planning scheme that applies to the Subject Land.

Proposed Plan means the plan attached to this Agreement marked "A" which will form part of the Planning Permit. Such plan shall be read and incorporated as if it were part of this Agreement

Stage 1 means the first stage of the residential development of the Subject Land.

Subject Land means the land known as Karmadoona Park, Taylors, Road, Burnside being the land referred to in Certificates of Title:

- Volume 10515 Folio 968
- Volume 10515 Folio 969

and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:



- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

AB882668K



3.

- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER CONCERNING THE PROVISIONS OF INFRASTRUCTURE

The Owner agrees that:

- 3.1 it must at the owners election, either:
 - 3.1.1 pay to Council the nominated amount; or
 - 3.1.2 construct buildings or carry out works to an equivalent value and in accordance with plans and specifications approved in writing by Council (**works in lieu**) -

as a development contribution in respect of each Residential Lot according to the amounts or value (as the case may be) set out in the table in Schedule 1 of this Agreement;
- 3.2 the development contribution for any Residential Lot whether as a cash amount or as works in lieu must be paid to Council or carried out as the case may be to the satisfaction of Council;
- 3.3 the amount of the development contribution set out in the Table in Schedule 1 is exclusive of any GST payable on the amounts specified and the Owner will be liable for any GST so payable and the amount will be adjusted for rises in the Consumer Price Index from the date of this Agreement;
- 3.4 if the Owner elects to carry out works in lieu, the works carried out must be set out in the Table in Schedule 1 or otherwise agreed between Council and the Owner and upon those works being completed, then, the Owner shall be entitled to a credit towards the development contribution payable under this Agreement to the extent of the amount allowed in the table in Schedule 1 for that item of infrastructure provided the infrastructure works in respect of which the credit is sought is completed;
- 3.5 the timing of the application of credit towards the Owner's obligations as they arise in respect of the number of Residential Lots created will be in accordance with the allocation tabled in Schedule 1 of this Agreement with reference to each respective stage.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration



The owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

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4.2 Further actions



The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

- 8.1.1 by delivering it personally to that party;



5.

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice



DAB882668K-8-7

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

8.4 Severability

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

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land save that Council must exercise its discretion and powers in a way which is not inconsistent with the way it deals with other like developments in the municipality.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced in writing by a letter from Council to that effect.

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10.2 At the time Council issues a Statement of Compliance under the *Subdivision Act* 1988 in respect of any stage, provided the Owner has fulfilled all of the obligations of this Agreement in relation to that stage as set out in the table in Schedule 1 of this Agreement to the satisfaction of Council, Council will execute an application (prepared by the Owner) under section 183(2) of the Act to enable this Agreement to be removed from the relevant Certificate of Title(s) to that stage.

11. MAINTENANCE OF LINEAR PARKS

The Council and the Owner agree:

- 11.1 for a period of 12 months after the statement of compliance has issued that the owner shall maintain the Linear parks at the owners cost following which the Council shall be responsible for the maintenance of such parks; and
- 11.2 whilst the owner is still developing the Subject Land, the owner agrees to maintain the linear parks on behalf of the Council at its own cost post the period nominated in Clause 11.1.

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF THE MELTON SHIRE COUNCIL was hereunto affixed in the presence of:

.....
H. Elliott

[Signature]

Councillor

Chief Executive Officer

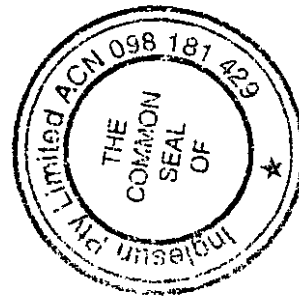


AB882668K



7.

THE COMMON SEAL of INGLESUN
PTY LTD ACN 098 181 429 was affixed in
the presence of authorised persons:



[Signature]
.....

Director

SAHBA ABEDIAN
.....

Full name

10-LEVEL 4, 448 ST KILDA ROAD, MELBOURNE
.....

Usual address

[Signature]
.....

Director (or Company Secretary)

SHEIL ABEDIAN
.....

Full name

54/3 TEDDER AVE. 4217 (VIC)
.....

Usual address

INFORMATION ONLY

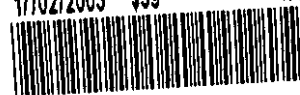


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Schedule 1

Development Contributions

	Quantity	Unit	Rate	Total
Stage 1				
Taylors Road Construction	405	Ln m	\$900	\$364,500.00
Engineering Fees			6%	\$21,870.00
Survey Fees			3.25%	\$11,846.25
Council Fees				<u>\$4,600.00</u>
			Sub Total	\$402,816.25 (68Lots)
Stage 2				
Westwood Drive Land Acquisition	4.605	Ha	\$310,000.00	<u>\$1,427,550.00</u>
			Sub Total	\$1,427,550.00 (242 Lots)
Stage 3				
Drainage Scheme Reimbursement	4.605	Ha	\$31,116.00	<u>\$143,289.18</u>
Landscaping of Parks				<u>\$370,447.57</u>
Fencing	795	Ln m	\$40.00	<u>\$31,800.00</u>
			Sub Total	\$545,536.75 (92 Lots)
Stage 4				
Open Space in addition to the required amount as per the attached development plan	4	Ha	\$310,000.00	<u>\$1,240,000.00</u>
			Sub Total	\$1,240,000.00 (210 Lots)
Stage 5				
Drainage Scheme Reimbursement	4	Ha	\$31,116.00	<u>\$124,464.00</u>
			Sub Total	\$124,464.00 (21 Lots)
Stage 6				
Westwood Drive Construction	400	Ln m	\$900	\$360,000.00
Council Fees				\$4,600.00
Survey Fees			3.25%	\$11,700.00
Engineering Fees			6%	<u>21,600.00</u>
			Sub Total	\$397,900.00 (67Lots)
			Total	\$4,138,267.00
			Total No of Lots	700
			Contribution per Lot	\$5,911.81

AB882668K



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9.

Development Plan "A"

INFORMATION ONLY

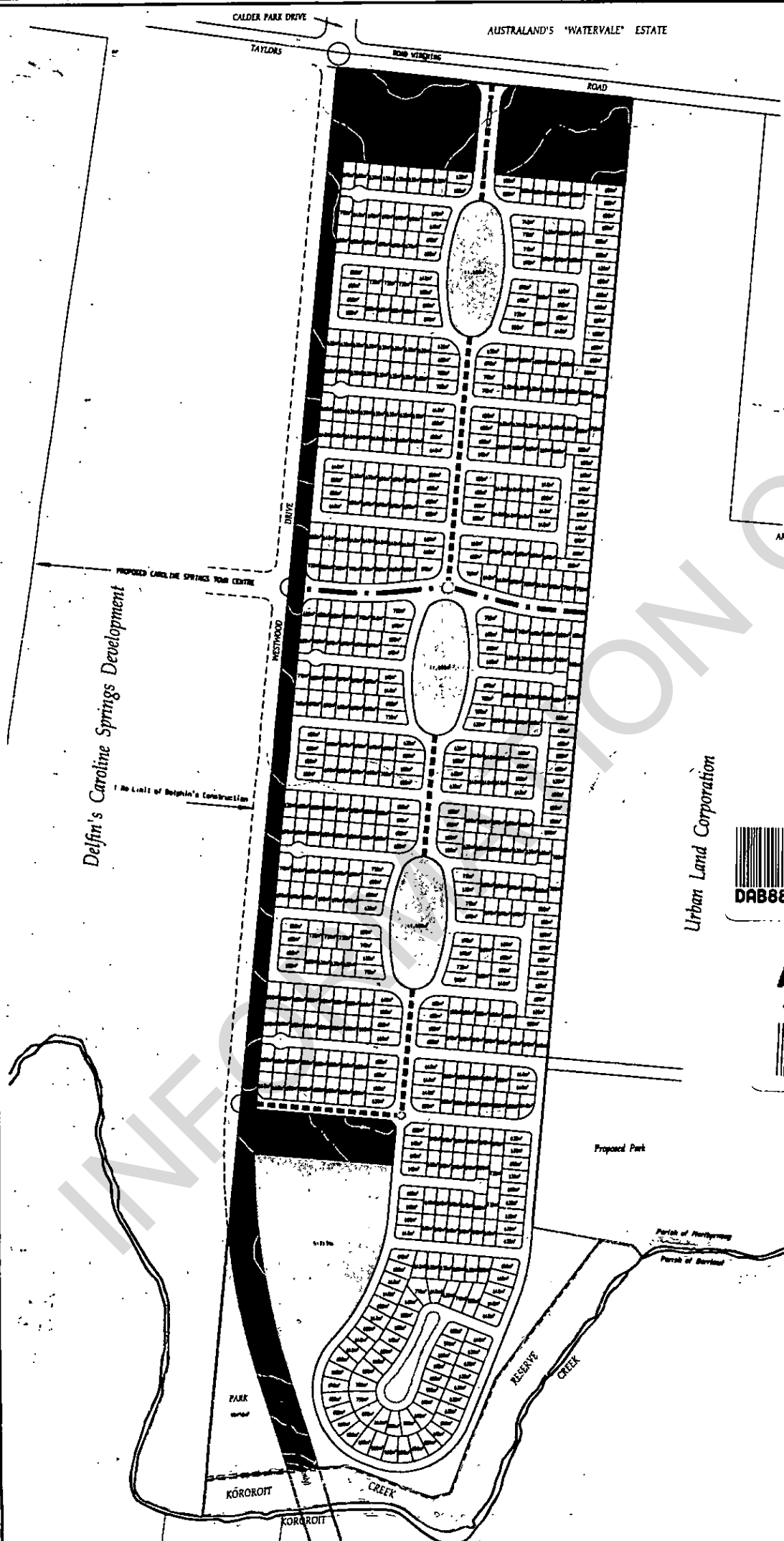


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AB882668K

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TENTATIVE PLAN OF SUBDIVISION
TAYLORS ROAD, BURNSIDE
FOR SUNLAND GROUP P/L

SCALE - 1 : 2500



TITLE AREA : 79.51 Ha
 KOROROIT CREEK RESERVE : 5.86 Ha (Subject to Agreement VVW04)
 NETT TITLE AREA : 75.65 Ha
 9% OF 77.81 Ha : 6.81 Ha
 TOTAL PARK (Supplied) : 18.81 Ha
 EXCESS PARK SUBJECT TO COMPENSATION : 4.8 Ha
 AREA WESTWOOD DRIVE SUBJECT TO COMPENSATION : 4.60 Ha

NUMBER OF RESIDENTIAL LOTS : 700
 NUMBER OF MEDIUM DENSITY SITES : 3 (included in the 700 allotments)

--- SUB-ARTERIAL ROAD
 - - - COLLECTOR ROADS



DB882668K-13-3

AB882668K

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REV	DATE	COMMENTS	BY	APP
9	13/11/02	Extra M20 Site added	SHH	SHH
8	28/10/02	PARK AREAS ALTERED	SHH	SHH
7	2/10/02	MEDIUM DENSITY ADDED	SHH	SHH
6	2/10/02	LAYOUT CHANGE - SOUTH	SHH	SHH
5	1/10/02	LIST COUNT CHANGE	SHH	SHH
4	28/07/02	REMOVE MEDIUM DENSITY	SHH	SHH
3	12/07/02	LOT CHANGES AROUND CREEK	SHH	SHH
2	12/07/02	LOT CHANGES	SHH	SHH
1	27/07/02	ORIGINAL DRAWING	SHH	SHH
VER	DATE	COMMENTS	BY	APP

Ref: 4841 Version: 9

SHEET 1 OF 1 SHEETS CAD FILE: 02-0-0.dwg

Prepared using a plotter or similar peripheral or software of the 02/02/03. In accordance with the 02/02/03.

www.plt.com.au Ltd
 1 Alfred Street, Southport, QLD 4215
 0755191000 Fax: 0755191001

1x letter with POA

503

LOT 1212

TRANSFER OF LAND

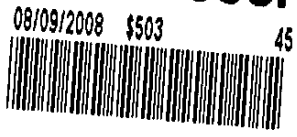
Section 45 Transfer of Land Act 1958

Lodged by:

SUNCORP-METWAY LTD



AG070055F



ent
ected
for
the

Name:

Phone:

Address:

Ref:

Sambo

Customer Code:

12225F

MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed

-together with any easements created by this transfer;

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

-subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference) **Lot 1212 on Plan of Subdivision PS543423R** being all of the land in

Certificate of Title Volume **11084** Folio **627**

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

ALL ITS ESTATE IN FEE SIMPLE

Consideration:

\$157,000.00

Transferor: (full name)

PERPETUAL TRUSTEE COMPANY LIMITED ACN 000 001 007

Transferee: (full name and address including postcode)

SIMONE SAMBO & SHARON SAMBO of 50 Balerno Circuit, Gowanbrae 3043 as joint proprietors

Directing Party: (full name)

Nil

Creation and/or Reservation and/or Covenant:

"AND the said Transferee with the intention that the benefit of this covenant shall be attached to ~~and~~ run at law and in equity with every lot on Plan of Subdivision No. PS543423R ("the Plan) other than the lot hereby transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the said lot hereby transferred does hereby for himself his heirs executors administrators and transferees and as a separate covenant covenants with the said Transferor and the registered proprietor or proprietors for the time being of every lot on the Plan and every part or parts thereof other than the lot hereby transferred that the said Transferees their heirs executors administrators and transferees shall not any time on the said lot hereby transferred or any part or parts thereof:

- leave the lot in a state of disrepair, including the presence of excessive weeds or rubbish.
- construct any fence on the lot other than treated paling, with timber capping and exposed posts for dividing fences.
- construct any fence along the longest street boundary of a corner lot that does not contain a minimum of two (2) inverted landscaping bays at east 600mm deep and 3.0 metres long.

Esprean Property Services Pty Ltd	
STAMP DUTY USE ONLY	445
Vic Duty	\$5,080.00
Consideration	\$157,000.00
Trans No.	19830/2008
Endorse Date	05/09/2008
Section	Original
SUNCORP Signature	<i>[Signature]</i>

Approval No. 567066A

ORDER TO REGISTER

Please register and issue title to

T2



Signed

Cust. Code

- construct any fence that is not 1800mm (+/- 50mm) in height and finishes forward of the building line.
- erect, cause or permit to be erected or *remain* on the lot any type of front fence.
- in the event that the lot is vacant, erect, cause or permit to be erected or remain on the lot any sign for the purpose of advertising the lot for sale other than any sign that relates to the sale of such lot by Perpetual Trustee Company Limited ACN 000 001 007.

- erect, cause or permit to be erected or remain on the lot more than one dwelling house.
- erect, cause or permit to be erected or remain on the lot a dwelling (excluding *garages*, verandahs and balconies) other than a minimum size as follows:

Allotment size (Sqm)	Minimum Home Size	
	Sqm	squares
200-399	140	15,06
400-550	165	17,76
551+	180	19,37

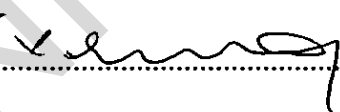
- erect, cause or permit to be erected or remain on the lot a dwelling (excluding verandahs, porches and balconies under 3.6 metres in height, which may encroach up to 1.0 metre forward of such front setback) where the front setback is less than 6.0 metres and the rear setback is less than 3.0 metres.
- erect a dwelling which has a height of more than 9.0 metres above the natural ground level.
- erect a dwelling or a part of a dwelling which has side setbacks less than 1.0 metres for single-storey dwellings and double-storey dwellings or such other standard prescribed by the Building Code requirements.
- construct on the lot more than one driveway and crossover without the consent of the Local Authority and Perpetual Trustee Company Limited ACN 000 001 007.
- lay the roof on any dwelling house with any material other than masonry or terracotta or other non-reflective material.
- construct the external walls (excluding windows) of any dwelling house on the lot with any material which is less than 75 per cent of brick, masonry veneer or other approved texture coated material.
- place, park or maintain any commercial vehicle with a carrying capacity of one tonne or greater or any caravan, boat or trailer on the land or any part thereof such that the vehicle, caravan or trailer is in a position which is visible from the street abuttal of the lot on which it is placed, parked or maintained.
- erect, cause or permit to be erected or remain on the lot any temporary, relocatable buildings or structures including storerooms and garden sheds unless for use in connection with the building of the dwelling house.

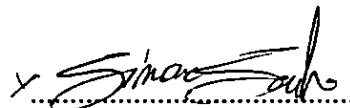
AND this covenant shall appear in the Certificate of Title and Folio of the Register to issue from the Land Titles Office for the said land and run with the land.


Dated : 25/8/08

Execution and Attestation

SIGNED by the Transferee(s)
in the presence of:

Adult Witness 


.....
Simone


.....
Sharon



Continued on Annexure Page

Approval No. 567066A

T2 Page 2

AG070055F

08/09/2008 \$503 45



ANNEXURE PAGE

Transfer of Land Act 1958

AG070055F t

08/09/2008 \$503 45 y



Land Registry

This is page 3 of *Approved Form T2* dated 25/6/08 between PERPETUAL TRUSTEE COMPANY LIMITED ACN 000 001 007 & SIMONE SAMBO & SHARON SAMBO

Simone Sambo
y. Simone.

x Sharon *Sharon Sambo*

PS

[Signature]

INFORMATION ONLY

Approval No.567066A



1. If there is insufficient space to accommodate the required information in a panel of the *Approved 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. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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

ANNEXURE PAGE


Transfer of Land Act 1958

This is page 4 of *Approved Form T2* dated 25/8/08
between PERPETUAL TRUSTEE COMPANY LIMITED
ACN 000 001 007 and SIMOME SAMBO and SHARON SAMBO

Privacy Collection Statement
The information from this form is

AG070055F

08/09/2008 \$503 45



Signatures of the parties

Panel Heading

EXECUTED by PERPETUAL TRUSTEE COMPANY LIMITED (ACN 000 001 007) by its Attorneys Christopher John Betts, ~~Beatrice Imbert~~ and Peter Noel Clay pursuant to a Power of Attorney dated 22 April 2008 in the presence of:

) *PNC* - VIC - Residential Construction Manager
) *[Signature]*
)
) *[Signature]* - Vic. Development Executive.
)
)



.....
Witness

SHARON MARIE NEUMAN

.....
Full name of Witness

[5371352: 5558489v1]

Approval No: 575067A

A1



* Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required information in a panel of the *Approved 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. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
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Just Inspections

Building Inspection Service

Address 72 York St, South Melbourne VIC 3205,
Australia

Phone 1300 558 119

Email admin@justinspections.com.au

Website <https://www.justinspections.com.au>

ABN 23687620631



REPORT ON DOMESTIC BUILDING WORK

SECTION 137B OF THE BUILDING ACT 1993 (OWNER BUILDER CONSTRUCTION)

Report Details

Report Date	15 Dec 2025
Structure At	201 Arbour Blvd, Burnside Heights VIC 3023, Australia
Document Prepared By	Bradley Magocha
Licence Number	PE0002781 Registered Professional Engineer

Client Details

Contact	Simone Sambo
Address	201 Arbour Blvd, Burnside Heights VIC 3023, Australia
Contact Phone	0424451280

Weather Details

Partly Cloudy

Temperature (Low / High)	9.6°C / 17.2°C
Humidity	56%
Wind Speed	22.59km/h
Wind Direction	SSW

INFORMATION ONLY

1 Inspection Details

Construction

Main Building Floor Construction

Slab-on-ground

Floor Material(s)

Concrete

Pier Material(s)

Brick

Fixed Appliances

Not in scope

Services & Utilities

- Electricity
- Gas (natural)
- Sewerage
- Storm water drainage
- Water (mains)

Site Details

Site Description

Domestic building site with private dwelling

Site Slope

Gentle

Paving

Adequate

Trees

A few closer than mature height would allow.

(As a general rule trees should be no closer to a building than their mature height).

Areas Inaccessible at Time of Inspection

Footing, internal roof frame connections.

Condition & Status of Incomplete Works

-

List of Defects

-

General Notes

The pergola is built within 900mm of the boundary.

Please note this report in relation to the pergola exclusively addresses its structural integrity and does not consider any necessary consent/approval that may be required from the local council and/or any other relevant authorities.

Wall Material(s)

Brick veneer

Roof Material(s)

Concrete tile

Smoke Alarm

Not in scope

There is significant amount of sway to the attached pergola. Pergola noted as not being braced. It is recommended to engage a structural engineer and comment on the structural integrity of the pergola.

Disclaimer

We have only inspected areas as instructed by the client. Any defects listed in the Owner Builder Report we recommend engaging a licensed tradesman eg carpenter, plumber, electrician, etc to provide further advice. The report is not a warranty against problems developing with the building in the present or near future. The Owner-Builder states that no secondhand materials have been used in the project(s).

INFORMATION ONLY

2 Detail Report: External

Inspected Area

Pergola (Freestanding)

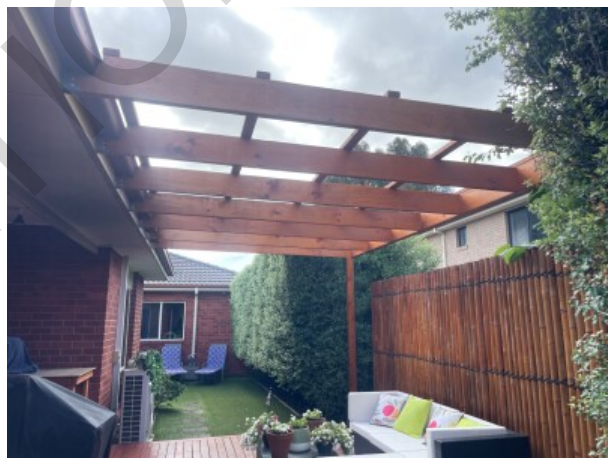
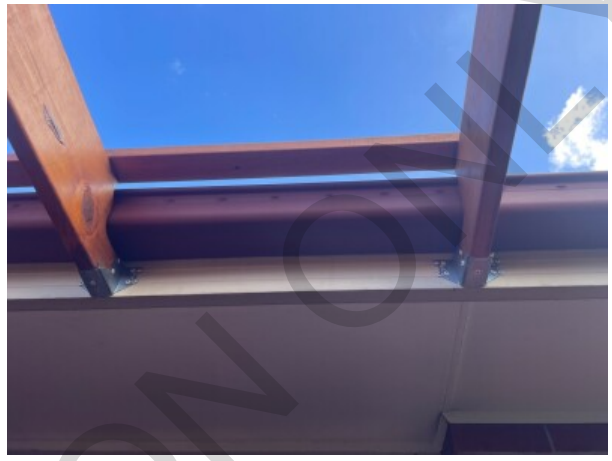
Posts There are no major defects visible or evident in the supporting posts

Subfloor frame Pre-existing. Not included in this report

Roof frame There are no defects evident in the visible roof frame

Roof frame There are no defects evident in the visible roof frame

Photos of Inspected Area





INFORMATION ONLY

3 Conditions, Assumptions & Limitations

- This Report has been prepared and is provided pursuant to the provisions of Section 137B of the Building Act 1993 and in accordance with the special Government Gazette dated May 14, 1996. The Report is valid for a period of six (6) months from the date of the Report.
- This Report covers only building works carried out by the nominated Owner-Builder. Pre-existing works, or works carried out by others, is specifically excluded.
- The inspection of the property is a special purpose property inspection carried out in accordance with the recommendations for, and the limitations of, a visual inspection of residential buildings set out Australian Standards – AS 4349.1 – 2007 Inspection of Buildings Part 1: Property inspections – Residential buildings (hereafter referred to as “AS 4349.1”) except to the extent specifically varied herein.
- The report of the inspection of the property is a special purpose property report prepared in accordance with the recommendations and limitations and conditions set out in AS 4349.1 except to the extent specifically varied herein. It is not a guarantee that works are free from latent of other defects.
- The inspection is a not a standard property inspection within the meaning of Section 2 of AS 4349.1.
- In the event that the client has requested a verbal report of the inspection from Just Inspections its servants or agents prior to being provided with the written report such verbal report is only provided as a summary or an extract of the final written report and such verbal report is not to be relied upon in isolation from, or in lieu of, the final written report.
- Only those parts of the residential building to which reasonable access (as defined in AS 4349.1) is allowed or permitted have been inspected.
- The Report is prepared from and based on a visual inspection only of such parts of the building(s) to which Just Inspections its servants or agents had reasonable and safe access, without moving or removing anything.
- No inspection of woodwork on parts of the structure which are covered, unexposed or inaccessible has been undertaken and therefore this report cannot be relied upon as an assessment that such part of the structure is free from defect.
- Normal or expected construction practices and building techniques that are considered typical of buildings of the age and design of the building have been assumed in the inspection and preparation of the report.
- No assessment has been made of any existing or future impact on the footings or foundations of the building or on the fabric or serviceability of the building works caused by site or ground drainage, trees or any other ground movement caused by swelling, shrinkage or other causes that may include settlement or movement of non-structural or filled ground.
- No assessment has been made of the site or soil, including landslip, or foundation upon which the building, works and or footings and associated building works have been constructed.
- No assessment has been made of any dampness in the building(s) as may have resulted from rising damp, stormwater infiltration or other causes or the likelihood of such dampness occurring other than that revealed by reasonable visual inspection.
- No assessment has been made as to the presence or otherwise of asbestos or other mineral fibre or any other toxic or other potentially harmful materials in the building or in any landfill.

4 Conditions, Assumptions & Limitations (Continued)

- Just Inspections, its servants and agents do not profess to have expertise in pest infestation (including termites and other timber pests). No assessment of pest infestation, or the potential of pest infestation, has been carried out. Nothing in this report should be relied upon as an assessment that the building is either subject to or free from pest infestation, or susceptible to or not susceptible to pest infestation. Just Inspections strongly recommend a specialist pest investigation be carried out.
- No assessment of electrical installations, smoke detectors, residual current devices, plumbing, drainage, gas fitting, air-conditioning, garage door operating mechanism, swimming pool or spa equipment, operation of fireplaces, flues or chimneys, alarm systems, intercom systems, soft floor coverings, appliances (including dishwashers, incinerators, ovens, ducted heating or vacuum systems), paint coatings or hazards has been made.
- No assessment of the matters described in Part 6 of the applicable Building Regulations including the potential for land to flood, be subjected to bushfire attack, or the potential of the building to be subjected to termite attack or the potential of the building to be subject to uncontrolled overland drainage flow has been made.
- No inquiries have been made of the Council or any other statutory authority or service, utility or supply agency.
- No assessment of the siting of the building has been made.
- No assessment of compliance with 4-, 5- or 6-star building regulations has been made.
- No testing of any material, equipment, fittings, fixtures, reticulated surfaces or appliances has been carried out.
- For the purposes of this Report the definition of 'Defect' is identified and described in Section 137C (1) of the Building Act 1993 and Section 8 of the Domestic Building Contracts Act 1995. Any 'Defect' will be regarded in the terms of the requirements and/or the expected practices at the time the Building Work was carried out or any applicable Approval or Building Permit was issued.
- The report, with any attached appendices, is copyright and remains the property of Just Inspections. No part of this report may be copied or reproduced without the prior written consent of Just Inspections.
- The agreement to carry out the inspection and provide the report is governed by and shall be interpreted in accordance with the laws of the State of Victoria and each party unconditionally submits to the jurisdiction of the Courts of Victoria and any Court competent to hear appeals thereafter.
- In the event that the client has not been advised of, or provided with, these conditions prior to receiving the report then should any or all of the conditions of inspection, service and report not be acceptable to the client, then such advice must be notified to Just Inspections in writing within 3 days of the date of this report, otherwise the client accepts all the conditions.
- --- END OF REPORT ---

From www.planning.vic.gov.au at 16 December 2025 09:55 AM

PROPERTY DETAILS

Address: **201 ARBOUR BOULEVARD BURNSIDE HEIGHTS 3023**
 Lot and Plan Number: **Lot 1212 PS543423**
 Standard Parcel Identifier (SPI): **1212\PS543423**
 Local Government Area (Council): **MELTON**
 Council Property Number: **504530**
 Planning Scheme: **Melton**
 Directory Reference: **Melway 356 K11**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **POWERCOR**

STATE ELECTORATES

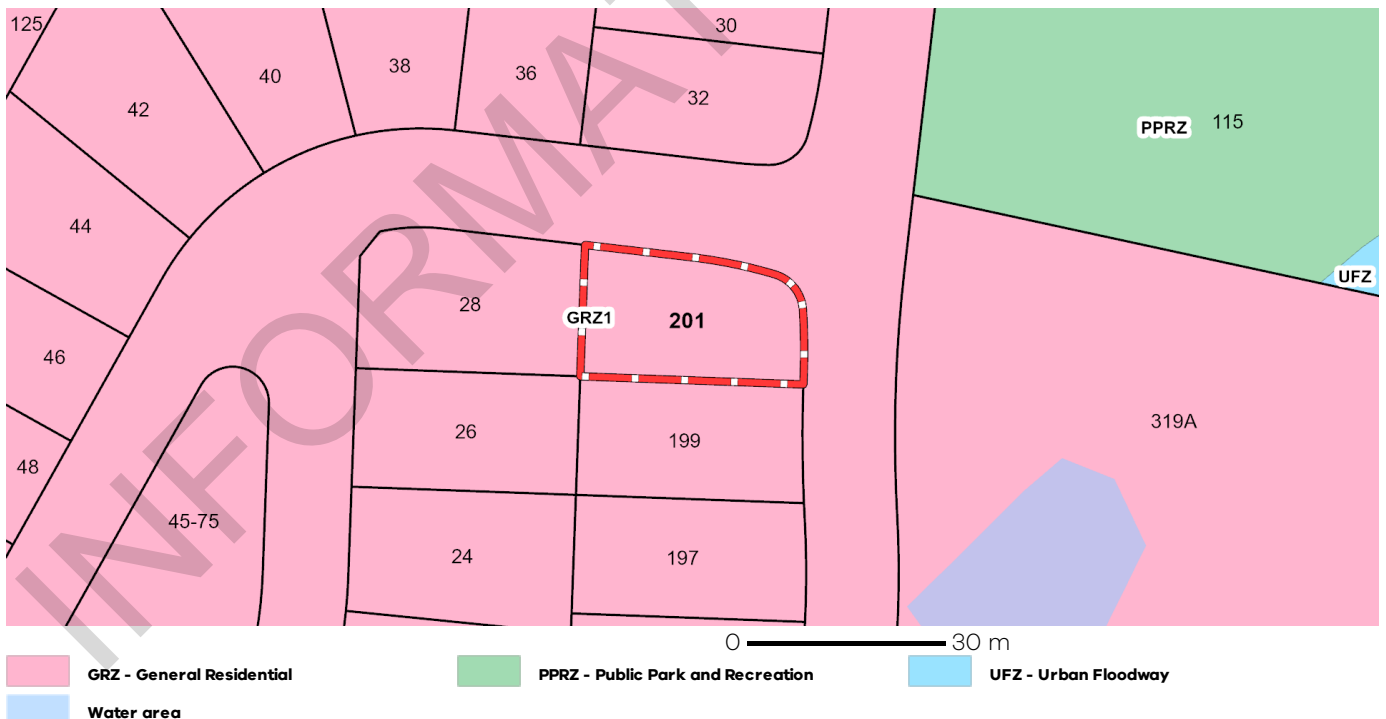
Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **KOROROIT**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[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.

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

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

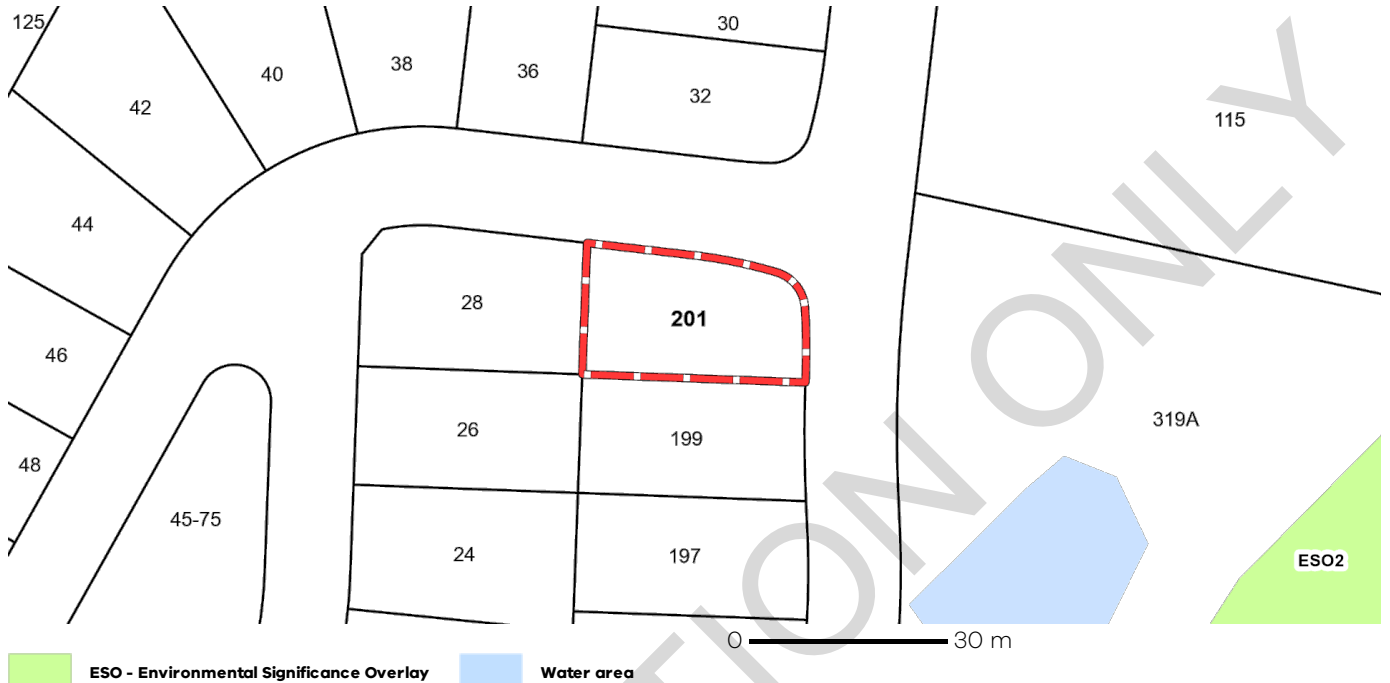
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



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.

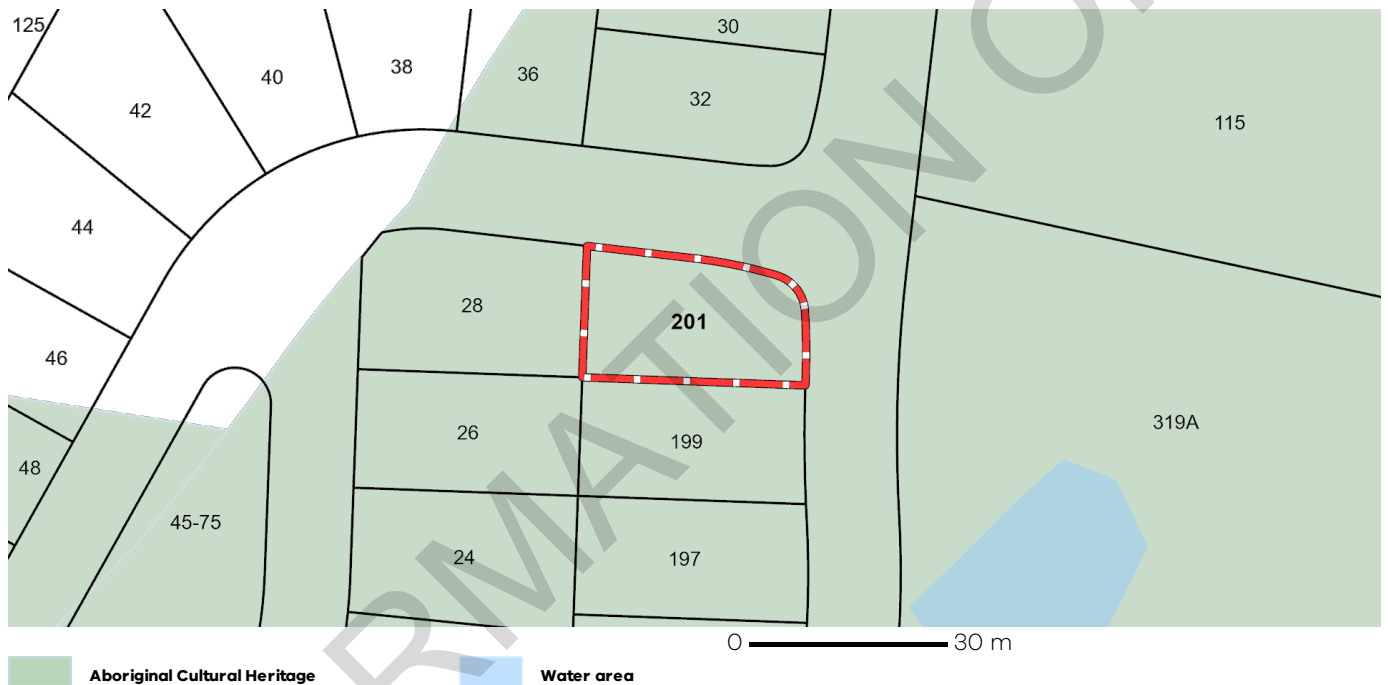
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 10 December 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to Victoria and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

Property Clearance Certificate

Land Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM
PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	89843270:131682857
Certificate No:	94655572
Issue Date:	16 DEC 2025
Enquiries:	ESYSPROD

Land Address: 201 ARBOUR BOULEVARD BURNSIDE HEIGHTS VIC 3023

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36555996	1212	543423	11084	627	\$0.00

Vendor: SIMONE SAMBO
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR SIMONE SAMBO	2025	\$540,000	\$0.00	\$0.00


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

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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):	\$810,000
SITE VALUE (SV):	\$540,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 94655572

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 = \$2,070.00

Taxable Value = \$540,000

Calculated as \$1,350 plus (\$540,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,100.00

Taxable Value = \$810,000

Calculated as \$810,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94655572

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: 94655572

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

Commercial and Industrial Property Tax



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD

LEVEL 20, 535 BOURKE STREET

MELBOURNE VIC 3000

Your Reference: 89843270:131682857

Certificate No: 94655572

Issue Date: 16 DEC 2025

Enquires: ESYSPROD

Land Address: 201 ARBOUR BOULEVARD BURNSIDE HEIGHTS VIC 3023

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36555996	1212	543423	11084	627	\$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: \$810,000

SITE VALUE: \$540,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94655572

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



CC INVESTMENTS (VIC) PTY LTD VIA DYE & DURHAM PROPERTY PTY LTD
LEVEL 20, 535 BOURKE STREET
MELBOURNE VIC 3000

Your Reference:	89843270:131682857
Certificate No:	94655572
Issue Date:	16 DEC 2025

Land Address: 201 ARBOUR BOULEVARD BURNSIDE HEIGHTS VIC 3023

Lot	Plan	Volume	Folio
1212	543423	11084	627

Vendor: SIMONE SAMBO
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: 94655572

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



Billers Code: 416073
Ref: 94655578

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: 94655578

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.

Rates, charges and valuation notice

2025/2026

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



For the period 1 July 2025 to 30 June 2026

A.B.N 22 862 073 889

Date of Issue: 20/08/2025

S Sambo
201 Arbour Boulevard
BURNSIDE HEIGHTS VIC 3023

Arrears will be charged interest at 10% P.A.

Assessment Number

504530

Arrears Amount

Due

Pay this amount

\$644.62

Not later than

30/09/2025

Property Location 201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023
Description LOT 1212 PS 543423R V/F 11084/627

Ward

LAKE CAROLINE

Capital Improve Value
\$850,000

Site Value
\$540,000

Net Annual Value
\$42,500

PRESCRIBED DATE OF VALUATION: 01/01/2025

EFFECTIVE DATE OF VALUATION: 01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed. Retain this notice for your records, additional copies will incur a fee.

General Rate	\$0.00211580	x \$850,000	\$1,798.43
Municipal Charge	\$189.00	x 1	\$189.00
Waste Service E-240L yellow, 120L red	\$308.00	x 1	\$308.00

Emergency Services & Volunteer Fund

Residential ESVF Fixed Charge	\$136.00	x 1	\$136.00
Residential ESVF Variable Charge	\$0.00017300	x \$850,000	\$147.05

Total Rates & Charges

\$2,578.48

1st Instalment 30/09/2025

\$644.62

2nd Instalment 30/11/2025

\$644.62

3rd Instalment 28/02/2026

\$644.62

4th Instalment 31/05/2026

\$644.62

Total Balance

\$2,578.48

The Emergency Services & Volunteer Fund sum of \$283.05 is collected for the State Government. AVPCC 110 Detached Dwelling

Households have access to use any two of the following waste disposal options each year. (Expiry 30/06/26) *Visit website for more information and conditions

Melton Recycling Facility



Disposal of up to 1 cubic metre (1m³) of Waste* at the Melton Recycling Facility 33 Ferris Road, Cobblebank



At Home Hard Waste Collection (Must Book before 16/6/2026)



Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No. 001005045305



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330 001005045305

ASSESSMENT NUMBER 504530

RATE PAYER S Sambo

PROPERTY LOCATION 201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023



Scan here to pay

Amount Payable

\$644.62

FlexiPay VISA mastercard Bank Account G Pay Apple Pay

GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at melton.enotices.com.au with eNotices reference number:

2D888ED77W





S Sambo
201 Arbour Boulevard
BURNSIDE HEIGHTS VIC 3023

Account number

12764 20000

Tax Invoice 127046847354

Date of issue 17 Sep 2025

Service address

201 Arbour Boulevard,
Burnside Heights
VIC, 3023

Amount to pay

\$258.32

Previous bill	\$263.37
Payments received	-\$263.37
Balance	\$0.00
Current charges	\$258.32
Total charges	\$258.32

Please see page 2 for detailed information

Pay by

13 Oct 2025

Having trouble
paying your bill?

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Drinking Water

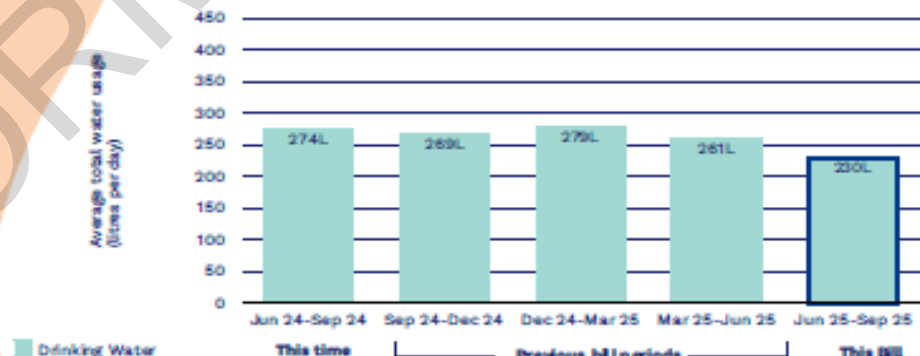
Average daily use

230L

Average daily spend

\$0.83

Your household water usage



Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY

Bill code: **8789**
Ref: **12764200002**
Go to bpay.com.au
© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at gww.com.au or
call **13 44 99**



Australia Post

Billpay code: **0362**
Ref: **0127 6420 0004**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via AusPost app

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
12764 20000





MR SIMONE SAMBO
201 ARBOUR BVD
BURNSIDE HEIGHTS VIC 3023

Our reference: 7165509367140

Phone: **13 28 66**

9 December 2025

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SIMONE,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411169685011
Vendor name	SIMONE SAMBO
Clearance Certificate Period	9 December 2025 to 9 December 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

VENDOR'S STATEMENT

Property:

201 Arbour Boulevard BURNSIDE HEIGHTS VIC 3023

Sargeants Conveyancing

PO Box 3442
CAROLINE SPRINGS VIC 3023

Tel: (03) 9307 8201

Email: admin@sargeantscs.com.au

Ref: 25/6746