

# Contract of sale of land

**Property: 20 Denistoun Crescent, Cranbourne VIC  
3977**

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

## Approval

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

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

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# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:** Kathryn Joy Wooding

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

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

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# Particulars of Sale

## Vendor's estate agent

Name: O'Brien Real Estate - Chelsea  
Address: 463 Nepean Highway, Chelsea VIC 3196  
Email: jo.barclay@obre.com.au  
Tel: 03 9772 7077 Mob: 0439 394 434 Fax: 03 9772 7022 Ref: Jo Barclay

## Vendor

Name: Kathryn Joy Wooding  
Address: 4 Rivette Street, Kurunjang VIC 3337  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing  
Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195  
Email: enquiries@sunnyoaks.com.au  
Tel: 03 9782 1432 Mob: Fax: Ref: 25/059

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

Name:  
Address:  
Email:  
Tel: Mob: Fax: Ref:

## Land (general conditions 7 and 13)

The land is described in the table below –

|                                |           |            |
|--------------------------------|-----------|------------|
| Certificate of Title reference | being lot | on plan    |
| Volume 11590 Folio 377         | 32        | PS 719439W |

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is:

20 Denistoun Crescent, Cranbourne VIC 3977**Goods sold with the land** (general condition 6.3(f)) *(list or attach schedule)*All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature**Payment**

Price \$ .....

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

Balance \$ ..... payable at settlement

**Deposit bond**☐ General condition 15 applies only if the box is checked**Bank guarantee**☐ General condition 16 applies only if the box is checked**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

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

**Lease** (general condition 5.1)☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to\*:*(\*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☒ a residential tenancy for a fixed term ending on 22 / 06 /2025

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

- ☐ General condition 21 applies only if the box is checked

**Pest report**

- ☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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



**GC 23 – special condition**

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



**GC 28 – special condition**

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

### **SPECIAL CONDITION 1 - Settlement delay and Rescheduling**

Without limiting any other rights of the Vendor, if the Purchaser fails to settle for any reason on the due date for Settlement as set out in the particulars of sale to this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay at settlement to the Vendor's representative an amount of \$330.00 plus GST representing the Vendor's additional costs and disbursements.

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

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## Title

#### 5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations, exceptions and conditions in the crown grant; and
  - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 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.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

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

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

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. 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 lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred 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 lodgement 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 lodgement network operator of settlement.

## 19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
  - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
  - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
  - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
  - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
  - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
  - (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In 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 lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *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 lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *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 lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *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.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

## GUARANTEE and INDEMNITY

|                                                  |  |     |  |
|--------------------------------------------------|--|-----|--|
| I/We                                             |  | of  |  |
| And                                              |  | of  |  |
| being the <b>Sole Director / Directors</b><br>of |  | ACN |  |

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

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

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

This  Day of  20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of

Director(Sign)

Witness

# **SECTION 32**

# **STATEMENT**

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

|                  |                                                                                                                                                                          |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Vendor:</b>   | Kathryn Joy Wooding                                                                                                                                                      |
| <b>Property:</b> | 20 Denistoun Crescent, Cranbourne VIC 3977<br>Being Lot 32 on Plan of Subdivision 719439W being all the<br>Land described in Certificate of Title Volume 11590 Folio 377 |

## **VENDORS REPRESENTATIVE**

Sunnyoaks Conveyancing  
Unit 6, 200 Nepean Highway  
ASPENDALE VIC 3195

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

Ref: KS:ZP:25/059

# 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](https://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

## SECTION 32 STATEMENT

20 Denistoun Crescent, Cranbourne VIC 3977

Being Lot 32 on Plan of Subdivision 719439W being all the

Land described in Certificate of Title Volume 11590 Folio 377

### 32A FINANCIAL MATTERS

1.1 Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificates

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

#### 1.2 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

|                                                                                                                                                                                                                                         |                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows | AVPC No.                                                                  |
| (b) Is the land tax reform scheme land within the meaning of the CIPT Act?                                                                                                                                                              | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO       |
| (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows    | Date:<br><br>OR<br><br><input checked="" type="checkbox"/> Not Applicable |

### 32B INSURANCE

No such Insurance has been effected to the Vendors knowledge.

### 32C LAND USE

#### a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

As set out in the attached copies of title documents and planning information;

Particulars of any existing failure to comply with their terms are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

c) ROAD ACCESS

There is access to the Property by Road.

d) PLANNING

Planning Scheme: Casey  
Responsible Authority: Casey Council  
Zoning: General Residential  
Planning Overlay/s: as per attached

**32D NOTICES**

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

Otherwise, none to the Vendors Knowledge.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
  - land that is to be transferred under the agreement.
  - land on which works are to be carried out under the agreement (other than Crown land).
  - land in respect of which a GAIC is imposed

**32H SERVICES NOT CONNECTED**

**Service**

Telephone services

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

a copy of Certificate of Title Volume 11590 Folio 377

a copy of Plan of Subdivision Lot 32 of Plan 719439W

a copy of Section 173 Agreements x2

Evidence to the right to sell

**Notice to Purchaser**

(GST Withholding Regime)

Property: 20 Denistoun Crescent, Cranbourne VIC 3977

Vendor: Kathryn Joy Wooding

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

DATE OF THIS STATEMENT

25/02/2025

Name of the Vendor

Kathryn Joy Wooding

Signature/s of the Vendor

x Kathryn Wooding

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/

/20

Name of the Purchaser

Signature/s of the Purchaser

x

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

Page 1 of 2

VOLUME 11590 FOLIO 377

Security no : 124121780435Q  
Produced 05/02/2025 04:51 PM

### LAND DESCRIPTION

Lot 32 on Plan of Subdivision 719439W.  
PARENT TITLE Volume 11588 Folio 903  
Created by instrument PS719439W 13/08/2015

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KATHRYN JOY WOODING of 4 RIVETTE STREET KURUNJANG VIC 3337  
AM146664F 31/08/2015

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR567173J 18/10/2018  
VICTORIA TEACHERS LTD

COVENANT PS719439W 13/08/2015

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  
AE536272U 10/08/2006

AGREEMENT Section 173 Planning and Environment Act 1987  
AL915408X 27/05/2015

### DIAGRAM LOCATION

SEE PS719439W 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: 20 DENISTOUN CRESCENT CRANBOURNE VIC 3977

### ADMINISTRATIVE NOTICES

NIL

eCT Control 24324L BANK FIRST  
Effective from 26/09/2022

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

Page 2 of 2

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### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS719439W

DOCUMENT END

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| Document Type                                   | <b>Plan</b>             |
| Document Identification                         | <b>PS719439W</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>11</b>               |
| Document Assembled                              | <b>05/02/2025 16:51</b> |

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**PS 719439W**

**STAGE 1**

COMPRISES LOTS 1-34  
& RESERVES No. 1 & 2

**STAGE 3**

COMPRISES LOTS 68-90  
& RESERVE No. 3

**SCIOTO STREET**

97°55'40"

127.14

(201.17)

16.50  
7°54'20"

(SEE SHEET 10)

97°55'40" 74.03

RESERVE No.3

BELFORT LANE

(SEE SHEET 9)

(SEE SHEET 8)

WOODRIGHT CIRCUIT

(SEE SHEET 7)

WOODRIGHT CIRCUIT

(SEE SHEET 6)

**STAGE 2**

COMPRISES LOTS 35-67

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ACN 067 077 614

**LAND DESIGN & DEVELOPMENT  
CONSULTING SURVEYORS & PLANNERS**

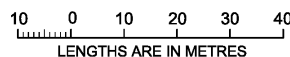
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**SCALE**



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VERSION :

Sheet 2

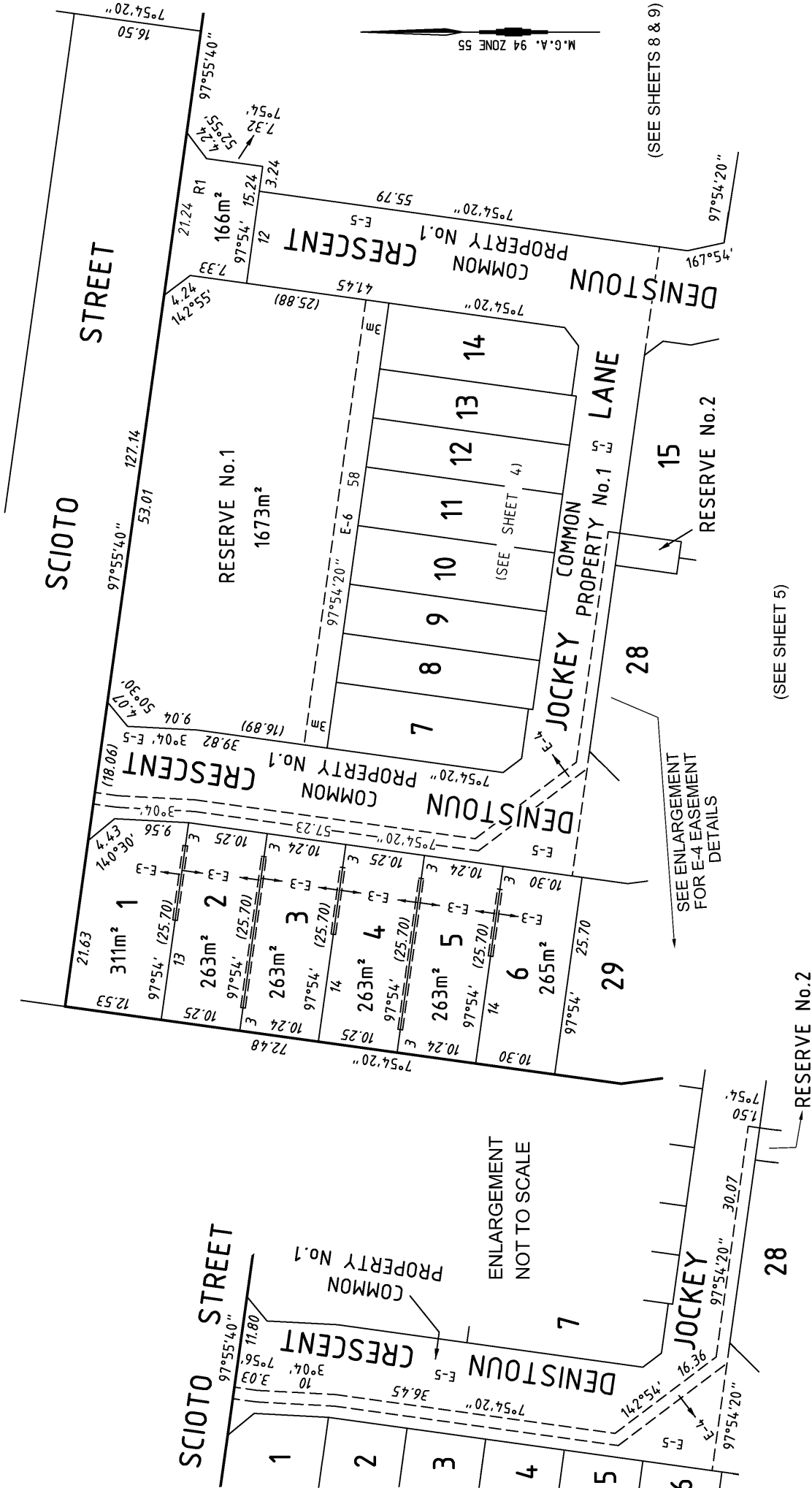
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COUNCIL NAME:

CITY OF CASEY

COUNCIL REF: SUBA00323 / 14

PS 719439W



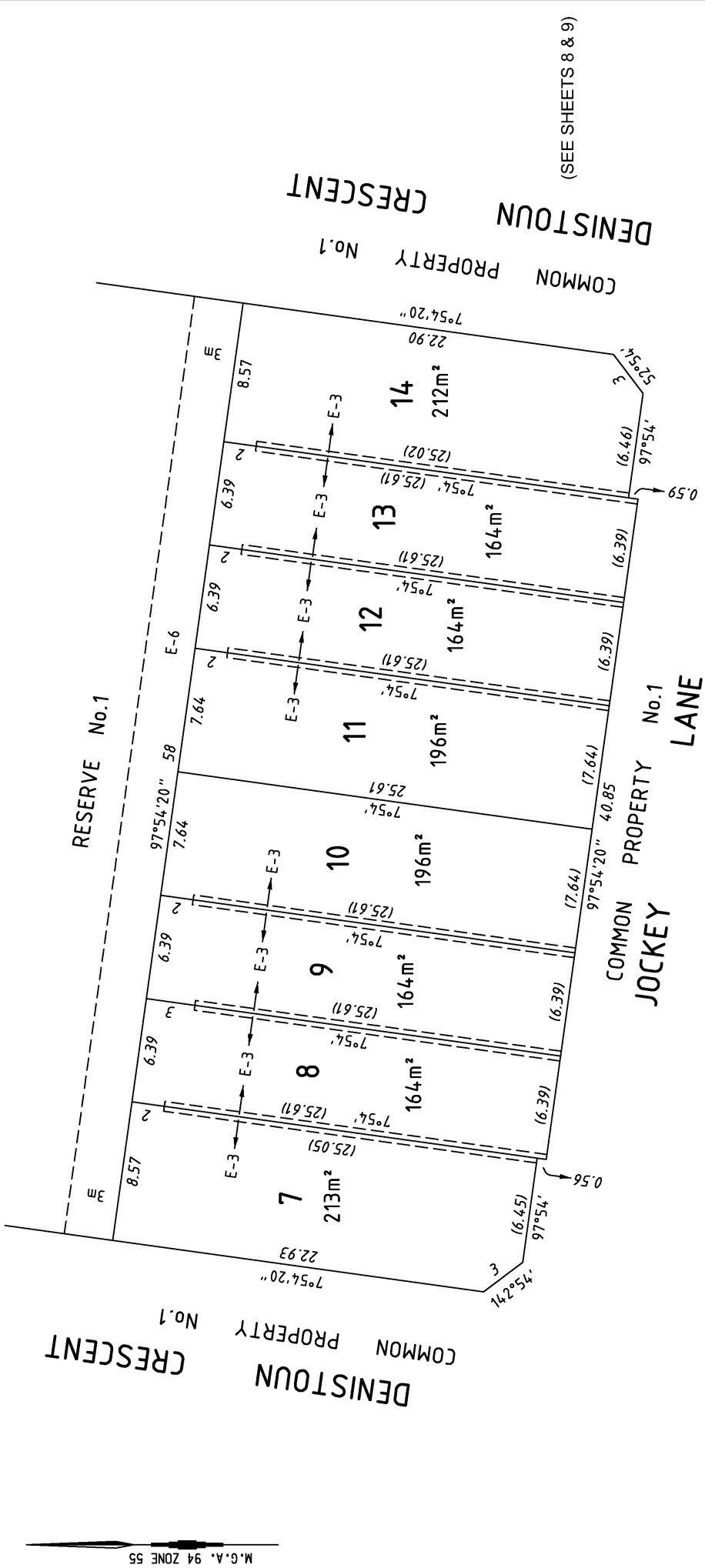
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**REF: 6041-PS-S1** **VERSION: 10**

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**CITY OF CASEY**  
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PS 719439W

(SEE SHEET 3)



(SEE SHEETS 8 & 9)

(SEE SHEET 5)

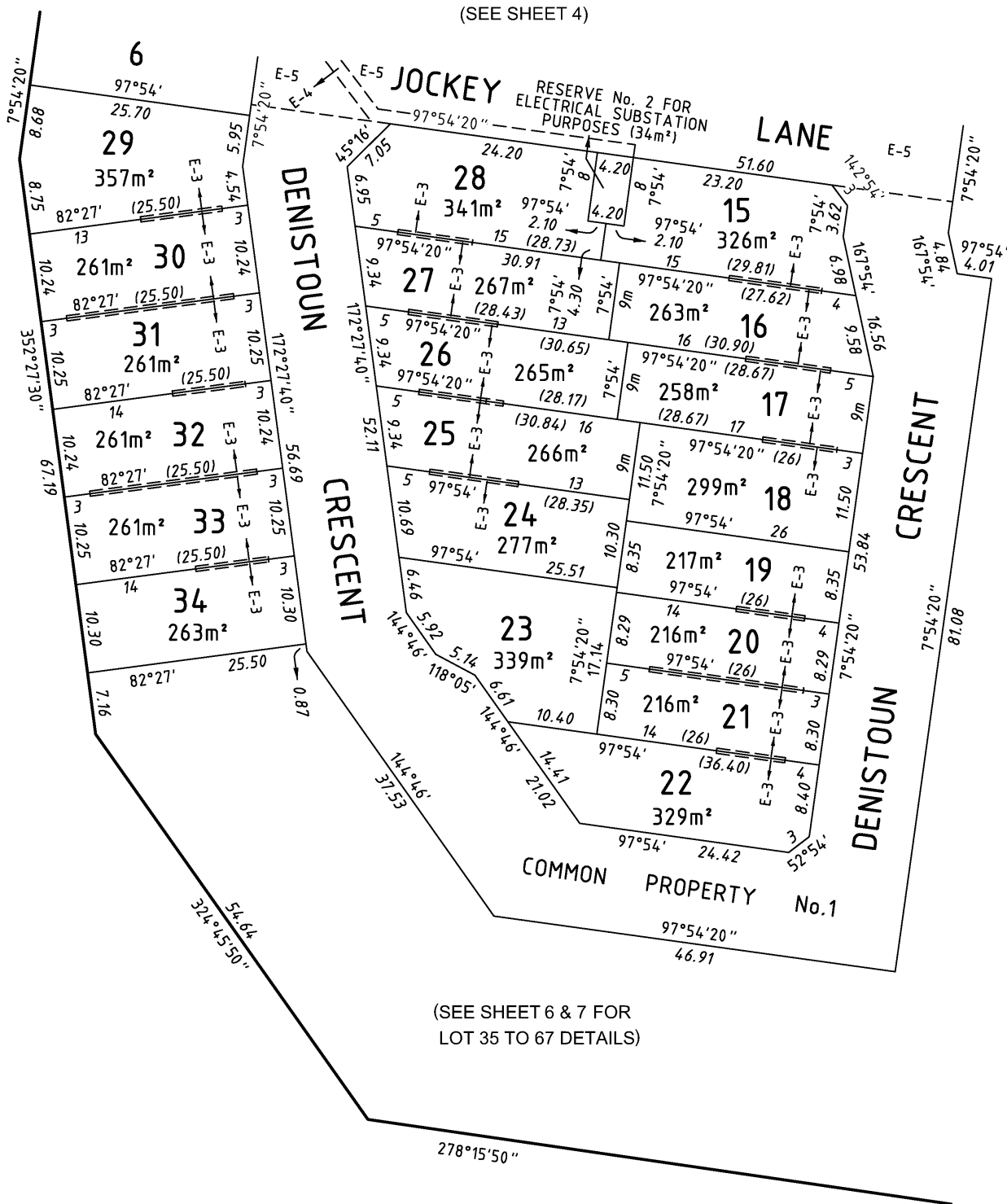
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| LAND DESIGN & DEVELOPMENT                                                                                                                          |  | COUNCIL NAME:               |  |
| CONSULTING SURVEYORS & PLANNERS                                                                                                                    |  | CITY OF CASEY               |  |
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|                                                                                                                                                    |  | ORIGINAL SCALE 1:250        |  |

**PS 719439W**

(SEE SHEET 3)

(SEE SHEET 4)

M.G.A. 94 ZONE 55



(SEE SHEET 6 & 7 FOR  
LOT 35 TO 67 DETAILS)

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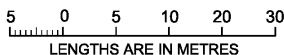
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SCALE



ORIGINAL  
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1:500

Sheet 5

ORIGINAL SHEET SIZE A3

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CITY OF CASEY

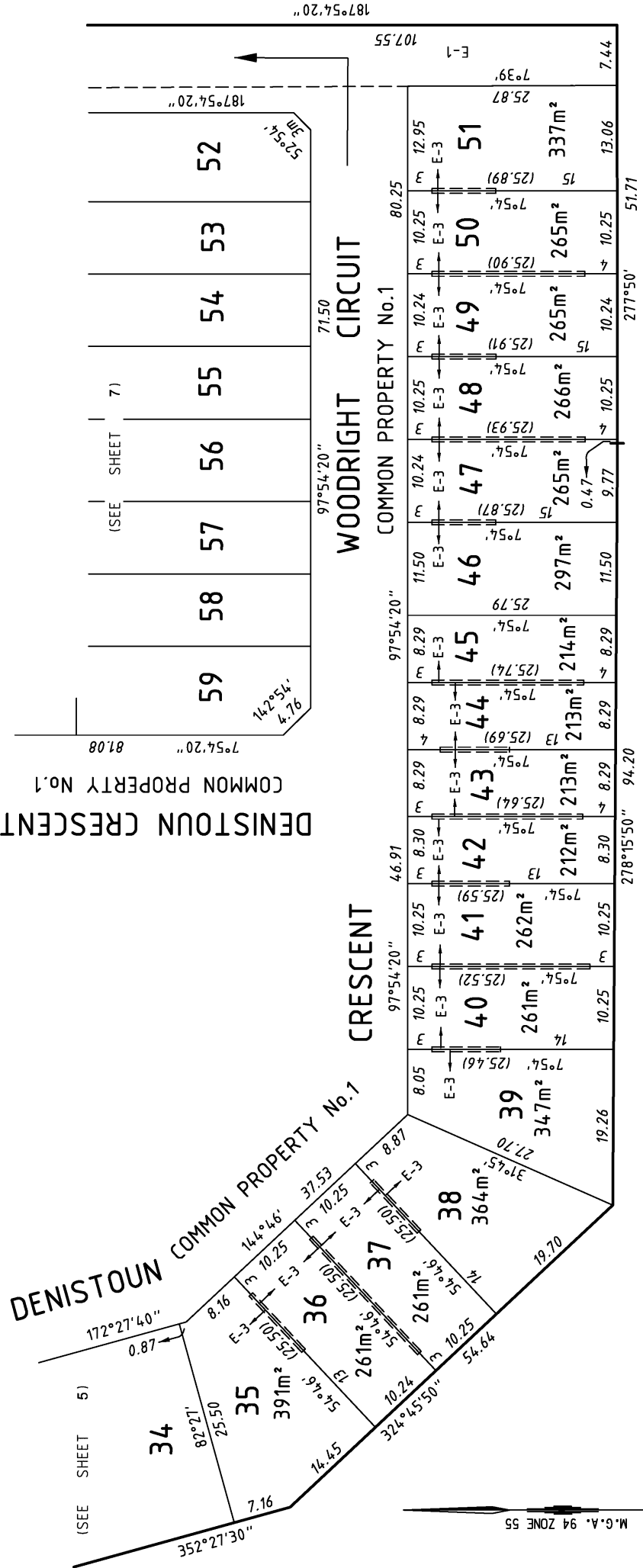
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VERSION: 10

PS 719439W



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SCALE

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LENGTHS ARE IN METRES

ORIGINAL  
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Sheet 6

ORIGINAL SHEET SIZE A3

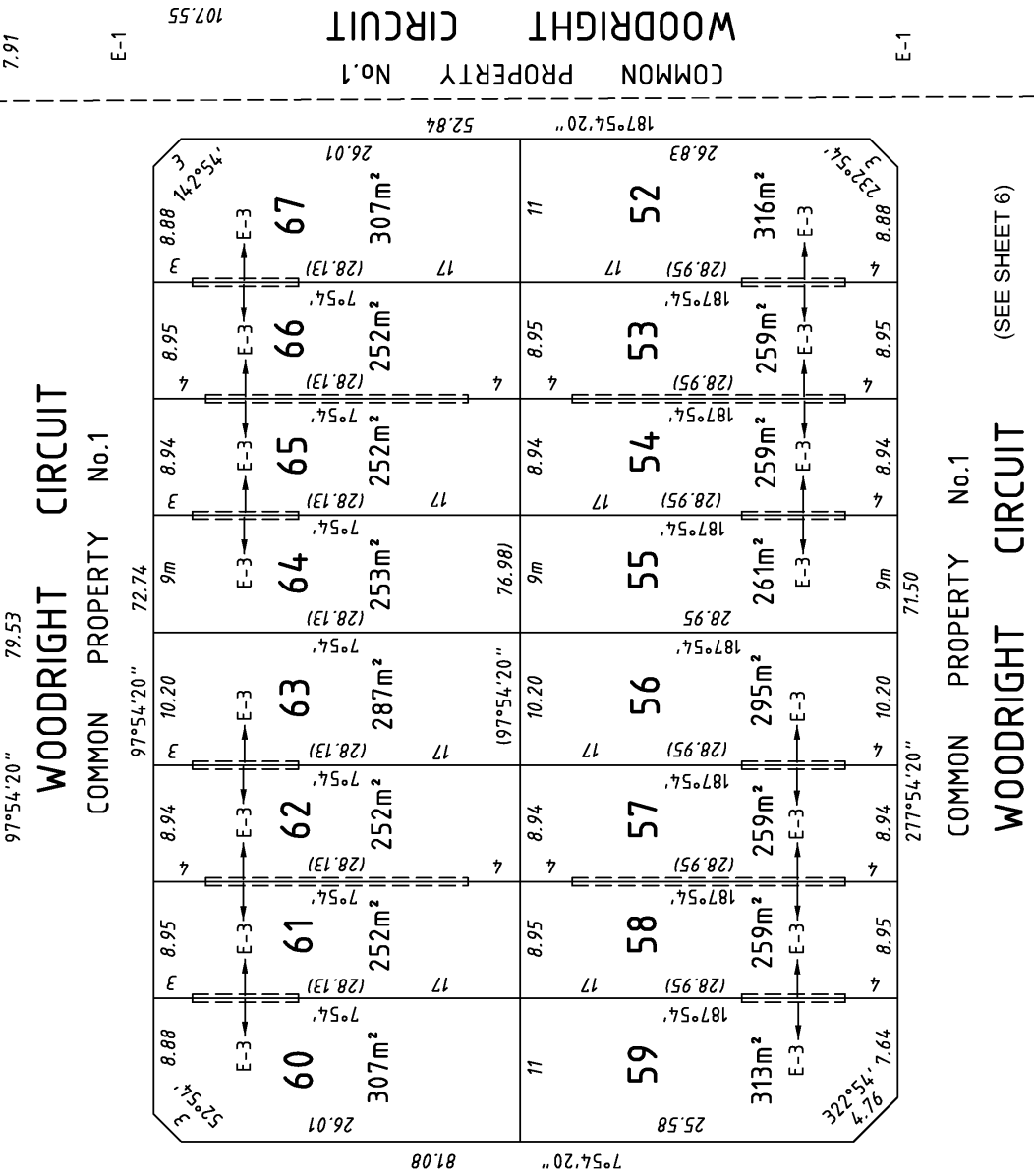
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CITY OF CASEY  
COUNCIL REF: SUBA00324 / 14



DENISTOUN CRESCENT  
COMMON PROPERTY No.1

(SEE SHEET 5)

(SEE SHEETS 8 & 9)



PS 719439W

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LENGTHS ARE IN METRES

**ORIGINAL SCALE**  
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VERSION : 5

|                             |
|-----------------------------|
| Sheet 7                     |
| ORIGINAL SHEET SIZE A3      |
| COUNCIL NAME:               |
| CITY OF CASEY               |
| COUNCIL REF: SUBA00324 / 14 |

PS 719439W

(SEE SHEET 9)

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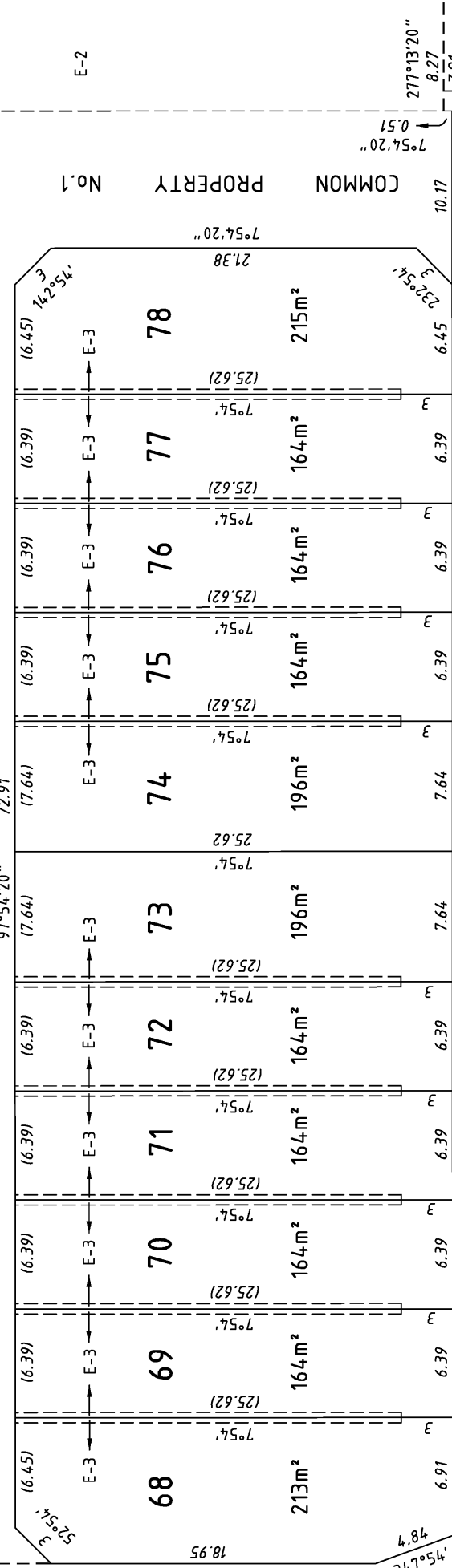
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BELFORT LANE

COMMON PROPERTY No.1

DENISTOUN CRESCENT

COMMON PROPERTY No.1



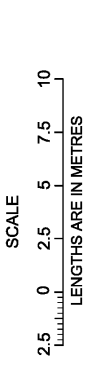
(SEE SHEETS 4 & 5)

COMMON PROPERTY No.1

WOODRIGHT CIRCUIT

PENINSULA SURVEY GROUP P/L

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(SEE SHEET 7)

Sheet 8

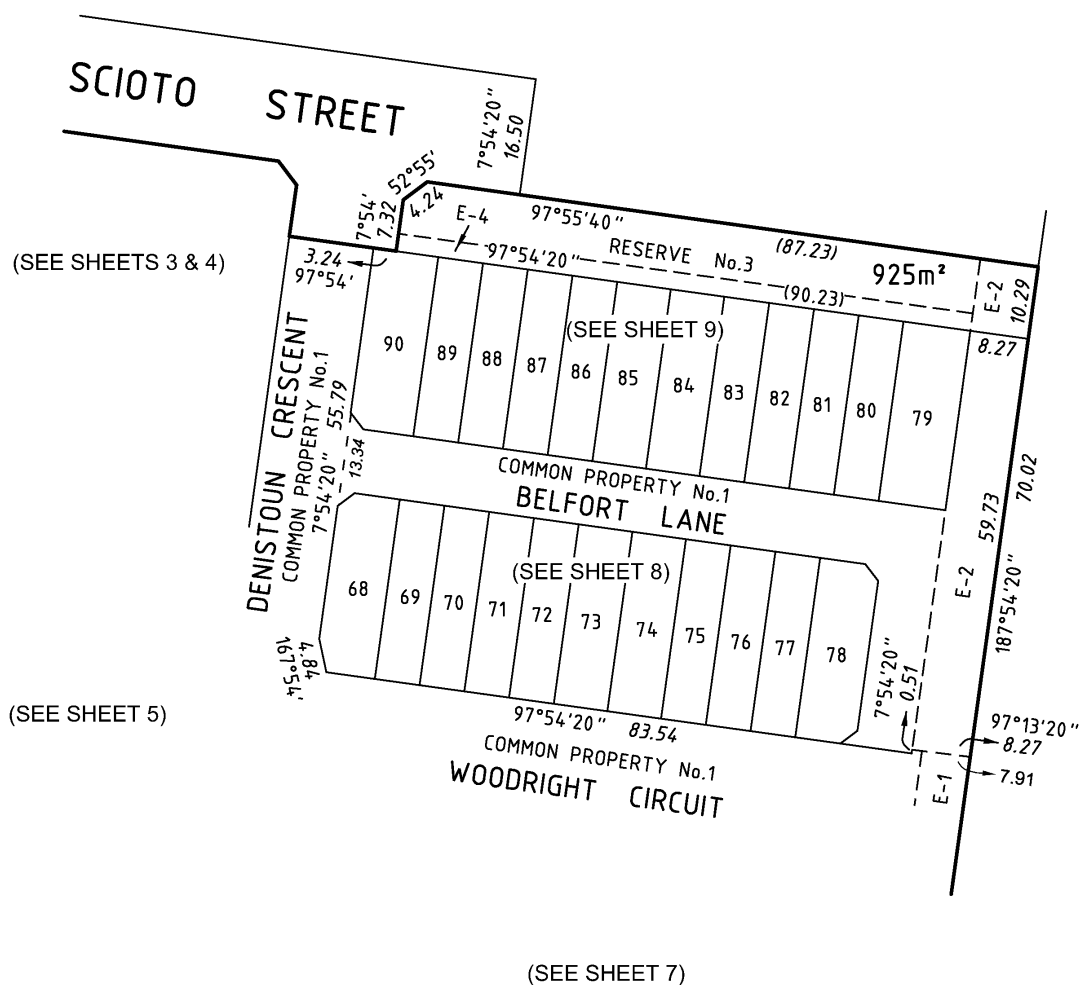
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COUNCIL NAME:  
CITY OF CASEY  
COUNCIL REF: SUBA00325 / 14



**PS 719439W**

M.G.A. 94 ZONE 55



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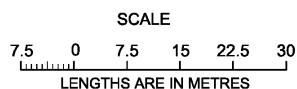
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VERSION: 6

Sheet 10

ORIGINAL SHEET SIZE A3

COUNCIL NAME:

CITY OF CASEY

COUNCIL REF: SUBA00325 / 14

[illegible]



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS719439W**

The land in PS719439W is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 90.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

PHASE STRATA TITLE MANAGEMENT 126A OLD MORNINGTON ROAD MOUNT ELIZA VIC 3930

OC028331U 17/11/2015

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

1. AR803906D 27/12/2018

### Additional Owners Corporation Information:

OC026990M 13/08/2015

OC028331U 17/11/2015

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel       | Entitlement | Liability |
|-------------------|-------------|-----------|
| Common Property 1 | 0           | 0         |
| Lot 1             | 100         | 100       |
| Lot 2             | 100         | 100       |
| Lot 3             | 100         | 100       |
| Lot 4             | 100         | 100       |
| Lot 5             | 100         | 100       |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS719439W**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 6       | 100         | 100       |
| Lot 7       | 100         | 100       |
| Lot 8       | 100         | 100       |
| Lot 9       | 100         | 100       |
| Lot 10      | 100         | 100       |
| Lot 11      | 100         | 100       |
| Lot 12      | 100         | 100       |
| Lot 13      | 100         | 100       |
| Lot 14      | 100         | 100       |
| Lot 15      | 100         | 100       |
| Lot 16      | 100         | 100       |
| Lot 17      | 100         | 100       |
| Lot 18      | 100         | 100       |
| Lot 19      | 100         | 100       |
| Lot 20      | 100         | 100       |
| Lot 21      | 100         | 100       |
| Lot 22      | 100         | 100       |
| Lot 23      | 100         | 100       |
| Lot 24      | 100         | 100       |
| Lot 25      | 100         | 100       |
| Lot 26      | 100         | 100       |
| Lot 27      | 100         | 100       |
| Lot 28      | 100         | 100       |
| Lot 29      | 100         | 100       |
| Lot 30      | 100         | 100       |
| Lot 31      | 100         | 100       |
| Lot 32      | 100         | 100       |
| Lot 33      | 100         | 100       |
| Lot 34      | 100         | 100       |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/02/2025 04:51:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS719439W**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel | Entitlement | Liability |
|-------------|-------------|-----------|
| Lot 35      | 100         | 100       |
| Lot 36      | 100         | 100       |
| Lot 37      | 100         | 100       |
| Lot 38      | 100         | 100       |
| Lot 39      | 100         | 100       |
| Lot 40      | 100         | 100       |
| Lot 41      | 100         | 100       |
| Lot 42      | 100         | 100       |
| Lot 43      | 100         | 100       |
| Lot 44      | 100         | 100       |
| Lot 45      | 100         | 100       |
| Lot 46      | 100         | 100       |
| Lot 47      | 100         | 100       |
| Lot 48      | 100         | 100       |
| Lot 49      | 100         | 100       |
| Lot 50      | 100         | 100       |
| Lot 51      | 100         | 100       |
| Lot 52      | 100         | 100       |
| Lot 53      | 100         | 100       |
| Lot 54      | 100         | 100       |
| Lot 55      | 100         | 100       |
| Lot 56      | 100         | 100       |
| Lot 57      | 100         | 100       |
| Lot 58      | 100         | 100       |
| Lot 59      | 100         | 100       |
| Lot 60      | 100         | 100       |
| Lot 61      | 100         | 100       |
| Lot 62      | 100         | 100       |
| Lot 63      | 100         | 100       |



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/02/2025 04:51:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS719439W**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

| Land Parcel  | Entitlement    | Liability      |
|--------------|----------------|----------------|
| Lot 64       | 100            | 100            |
| Lot 65       | 100            | 100            |
| Lot 66       | 100            | 100            |
| Lot 67       | 100            | 100            |
| Lot 68       | 100            | 100            |
| Lot 69       | 100            | 100            |
| Lot 70       | 100            | 100            |
| Lot 71       | 100            | 100            |
| Lot 72       | 100            | 100            |
| Lot 73       | 100            | 100            |
| Lot 74       | 100            | 100            |
| Lot 75       | 100            | 100            |
| Lot 76       | 100            | 100            |
| Lot 77       | 100            | 100            |
| Lot 78       | 100            | 100            |
| Lot 79       | 100            | 100            |
| Lot 80       | 100            | 100            |
| Lot 81       | 100            | 100            |
| Lot 82       | 100            | 100            |
| Lot 83       | 100            | 100            |
| Lot 84       | 100            | 100            |
| Lot 85       | 100            | 100            |
| Lot 86       | 100            | 100            |
| Lot 87       | 100            | 100            |
| Lot 88       | 100            | 100            |
| Lot 89       | 100            | 100            |
| Lot 90       | 100            | 100            |
| <b>Total</b> | <b>9000.00</b> | <b>9000.00</b> |



# Department of Environment, Land, Water & Planning

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## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS719439W**

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

Statement End.

# Imaged Document Cover Sheet

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|                                                 |                         |
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| Document Type                                   | <b>Instrument</b>       |
| Document Identification                         | <b>AE536272U</b>        |
| Number of Pages<br>(excluding this cover sheet) | <b>13</b>               |
| Document Assembled                              | <b>05/02/2025 16:51</b> |

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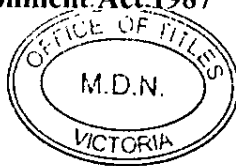
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# Application by a responsible authority for the making of a recording of an agreement

Section 181 **Planning and Environment Act 1987**

## Form 18



**AE536272U**

10/08/2006 \$94.60 173



### Private

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

Lodged by:

Name: Russell Kennedy

Phone: 03 9609 1555

Address: Level 11, 469 LaTrobe Street, Melbourne 3000

Ref: IDP:115905-00784

Customer Code: 1513M

*Accept full*

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

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

volume 10581 folio 404, volume 10423 folio 146 and volume 7763 folio 098

Authority: *(name and address)*

Casey City Council of Civic Centre, Magid Drive, Narre Warren 3805

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority: *Michele Scarlett*

Name of Officer: Michele Scarlett

Date: *9/8/2006*

*400  
new  
10/8/06*



**Maddocks**

**Date** 9 / 8 /2006

Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia  
Telephone 61 3 9288 0555  
Facsimile 61 3 9288 0666  
Email [info@maddocks.com.au](mailto:info@maddocks.com.au)  
[www.maddocks.com.au](http://www.maddocks.com.au)  
DX 259 Melbourne

**Agreement under Section 173  
of the Planning and Environment Act 1987**

**Subject Land: 1000, 1020 and 1030 Cranbourne-Frankston Road, Cranbourne**

**Casey City Council  
and**

**Australian International Property Corporation Pty Ltd.  
ACN 106 171 813  
and**

**Jennifer Mary Walker, Robyn Elizabeth Chandler, Geoffrey Ronald Glen and  
Katherine Parry as Executors of the Estate of Ronald Edward Glen (deceased) and  
Amstel Golf Club Incorporated**

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Interstate office  
Sydney  
Affiliated offices  
Adelaide, Beijing, Brisbane, Colombo,  
Dubai, Hong Kong, Jakarta, Kuala Lumpur,  
Manila, Mumbai, New Delhi, Perth,  
Singapore, Tianjin

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# Agreement under Section 173 of the Planning and Environment Act 1987

---

DATE 9 / 8 /2006

## BETWEEN

CASEY CITY COUNCIL  
of PO Box 1000 Narre Warren, Vic 3805

(Council)

## AND

AUSTRALIAN INTERNATIONAL PROPERTY CORPORATION PTY LTD  
ACN 106 171 813  
of 11 Palmerston Crescent, South Melbourne Vic 3205

(Owner)

## AND

AMSTEL GOLF CLUB INCORPORATED  
of 1000 Cranbourne-Frankston Road, Cranbourne 3977

and

JENNIFER MARY WALKER, ROBYN ELIZABETH CHANDLER, GEOFFREY  
RONALD GLEN AND KATHERINE PARRY AS EXECUTORS OF THE ESTATE OF  
RONALD EDWARD GLEN (DECEASED)  
all of PO Box 7295 Karingal, Vic 3199

(Vendor)

## RECITALS

- A. The Owner is the owner of part of the Subject Land.
- B. In respect of those parts of the Subject Land not currently owned by the Owner, the Owner has entered into a contract to purchase those parts of the Subject Land and on completion of the contract, will be entitled to be registered as the proprietor of all of the Subject Land. The Council is entering into this Agreement with the Owner in anticipation of the Owner becoming the owner of the all of Subject Land.
- C. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- D. The Owner enters into this Agreement as a pre-requisite for the Council adopting Amendment C76 (Amendment) to the Planning Scheme which was exhibited concurrently with permit application P527/04.
- E. The parties enter into this Agreement:
  - E.1 to facilitate the Amendment; and

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- 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.

**Development Contribution** means the levy for community and development infrastructure which is owed by the Owner to Council, the quantum of which is to be determined in accordance with this Agreement.

**development plan** means the plan to be prepared pursuant to the requirements of the Development Plan Overlay schedule 12 (DPO12) following the gazettal of the Amendment.

**dwelling** means "Dwelling" as defined in the Planning Scheme.

**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.

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

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

**Subject Land** means the land comprising:

- (a) 1000 Cranbourne-Frankston Road, Cranbourne (lots 1, 2, 3 and 4 on proposed plan of subdivision PS540326F) being part of the land more particularly described in Certificate of Title Volume 10581 Folio 404;
- (b) 1020 Cranbourne-Frankston Road, Cranbourne being the land contained in lot 1 on TP 336999B and being part of the land more particularly described in Certificate of Title Volume 10423 Folio 146;
- (c) 1030 Cranbourne-Frankston Road, Cranbourne being the land contained in lot 1 on TP 127746Y and being part of the land more particularly described in Certificate of Title Volume 7763 Folio 098;

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.

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- 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.
- 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**

---

The Owner agrees that:

#### **3.1 Development Plan**

The use, subdivision and/or development of the Subject Land must generally be in accordance with the development plan to be approved by Council following the gazettal of the Amendment. After the development plan is approved by Council, a copy of the development plan is to be made available for inspection at Council's offices during business hours.

#### **3.2 Development Contribution**

3.2.1 Prior to Council being required to issue a statement of compliance in respect of any plan of subdivision concerning the Subject Land which contains a residential lot, the Owner must pay to the Council a Development Contribution per dwelling (as determined by the number of residential lots included in the plan of subdivision) in an amount:

3.2.1.1 as specified in any applicable Development Contributions Plan incorporated into the Planning Scheme; or

3.2.1.2 otherwise to the reasonable satisfaction of Council, within the limits specified in clause 3.2.2,

in respect of community infrastructure and development infrastructure including future arterial road improvements, road upgrade and construction costs and the development of sports fields and recreation facilities:

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3.2.2 Except where a Development Contributions Plan is incorporated into the Planning Scheme and applies to the Subject Land, the quantum of the Development Contribution as may be levied by Council under clause 3.2.1 must comply with the following:

- 3.2.2.1 must be no less than \$450 in respect of each dwelling (as determined by the number of residential lots included in the plan of subdivision) on the Subject Land;
- 3.2.2.2 must not exceed \$3,500.00 in respect of each dwelling (as determined by the number of residential lots included in the plan of subdivision) on the Subject Land; and
- 3.2.2.3 the amounts set out in clauses 3.2.2.1 and 3.2.2.2 must, after one year from the date of this Agreement and after every period of one year thereafter, be adjusted in accordance with movements in the Building Price Index for Melbourne published in the *Rawlinsons Australian Construction Handbook*.

### 3.3 Public Open Space

The Owner must ~~either~~ RK

- 3.3.1 set aside and depict as a "Reserve" vesting in Council on any relevant plan of subdivision lodged with Council for certification (**Plan**) sufficient land by way of public open space contribution as is required by the Planning Scheme or, in the absence of specification in the Planning Scheme, in an amount to the reasonable satisfaction of Council, not exceeding 5% of the land within the Plan; ~~or and~~ RK
- 3.3.2 ensure that any communal open space areas provided for the use of the future occupants of the Subject Land are properly maintained by any body corporate created by the Plan, to the satisfaction of Council.

### 3.4 Exclusion of 4 Lot Plan of Subdivision

For the avoidance of doubt, any reference to a plan of subdivision in this Clause 3.2 and 3.3 does not include a reference to the initial 4 lot plan of subdivision no. 540326F.

## 4. SPECIFIC OBLIGATIONS OF COUNCIL

Council agrees that:

### 4.1 Responsibilities for Development Contribution

- 4.1.1 Council must, in accordance with the *Local Government Act 1989*, keep proper accounts of any amount received from the Owner by way of Development Contribution owed under clause 3.2.
- 4.1.2 Council must apply amounts received from the Owner by way of Development Contribution owed under clause 3.2 only for a purpose relating to the provision of works, services and facilities in respect of which the Development Contribution has been required.

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[5169866: 4438552v3]

## **5. FURTHER OBLIGATIONS OF THE OWNER**

---

### **5.1 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.

### **5.2 Further actions**

The Owner further covenants and agrees that:

- 5.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 5.2.2 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.

### **5.3 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.

## **6. SPECIFIC OBLIGATIONS OF THE VENDOR**

---

The Vendor covenants and agrees that, provided:

- 6.1 the Amendment becomes part of the Planning Scheme; and
- 6.2 the Owner is not the registered proprietor of the whole of the Subject Land; and
- 6.3 a Statement of Compliance is being sought in relation to the subdivision of the Subject Land;

the Vendor (including any successors in title to the Vendor) will be bound by all of the obligations of the Owner under this Agreement in accordance with section 173(4) of the Act limited to the obligations insofar as they apply to the respective Vendor's land.

## **7. 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 as a Deed pursuant to Section 173 of the Act.

**AE536272U**

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## **8. 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.

## **9. 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:

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

## **10. GENERAL MATTERS**

---

### **10.1 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:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 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
- 10.1.3 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.

### **10.2 Service of Notice**

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### **10.3 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.

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[5169866: 4438552v3]

#### 10.4 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.

#### 10.5 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.

### 11. COMMENCEMENT OF AGREEMENT

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

### 12. ENDING OF AGREEMENT

- 12.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

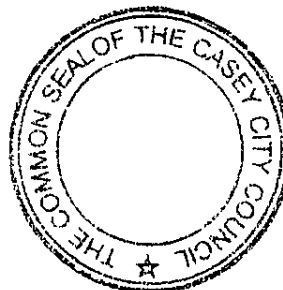
**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

**SIGNED SEALED AND DELIVERED** by the  
Chief Executive Officer on behalf of **CASEY**  
**CITY COUNCIL** pursuant to the power  
delegated to that person by an instrument of  
delegation dated the 20 January 2004 in the  
presence of:

Mike Tyler

Witness

*Eleanor Ramey*



**AE536272U**

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THE COMMON SEAL of AUSTRALIAN  
INTERNATIONAL PROPERTY  
CORPORATION PTY LTD ACN 106 171 813  
was affixed in accordance with section 127(2) of  
the *Corporations Act 2001* in the presence of  
authorised persons:



[Signature]  
Director

SIMON JONATHAN BERRY  
Full name

5/156 CHESTNUT ST, RICHMOND  
Usual address

[Signature]  
\*Director/company secretary  
\*Delete whichever is inapplicable

DAVE JOHN HARVEY  
Full name

5/150 CHESTNUT ST. RICHMOND.  
Usual address

THE COMMON SEAL of AMSTEL GOLF  
CLUB INCORPORATED was affixed in  
accordance with its rules in the presence of:



[Signature]  
Committee member

[Signature]  
Committee member

SIGNED SEALED AND DELIVERED  
by JENNIFER MARY WALKER, ROBYN  
ELIZABETH CHANDLER, GEOFFREY  
RONALD GLEN AND KATHERINE PARRY  
AS EXECUTORS OF THE ESTATE OF  
RONALD EDWARD GLEN in the presence of:

[Signature]  
Witness

[Signature]  
JENNIFER MARY WALKER

[Signature]  
ROBYN ELIZABETH CHANDLER

[Signature]  
Witness

**AE536272U**

10/08/2006 \$94.60 173

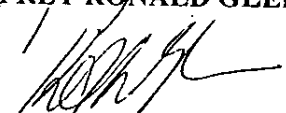


[5169866: 4438552v3]

Witness

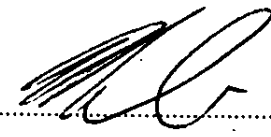
Witness

  
GEOFFREY RONALD GLEN

  
KATHERINE PARRY

### Mortgagee's Consent

Rennick & Gaynor Mortgages Ltd as Mortgagee of registered mortgage No. AC878283W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

  
GEOFFREY LESLIE ROWLES - DIRECTOR

### Mortgagee's Consent

R.M.B.L. Investments Pty Ltd ACN 004 493 789 as Mortgagee of registered mortgage No. AC884027G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....

**AE536272U**



# ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1  
Victorian Land Titles Office

This is page of *Approved Form* dated

Applicant Amstel Golf Club Incorporated

Panel Heading

## Consents to Registration of the Section 173 Agreement

RMBL INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No. AC631349W over Certificate of Title Volume 10581 Folio 404 hereby consents to the registration of the within Section 173 Agreement.

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

- 1) Alexine Pauline Margaret Courtney
- 2) **Surinder Gurdial**

Before me;

*Walton*  
.....  
Signature of Witness

*SEAN WALTON*  
.....  
Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:

*[Signature]*  
.....  
.....

Under Power of Attorney dated 30<sup>th</sup> May, 2001  
A certified copy of which is filed in Permanent order  
Book No 277 at page 017.

## To the Registrar of Titles

Please register this dealing and upon completion issue the document as follows:-

To Macpherson & Kelley

Signed *Macpherson & Kelley*  
.....

Firm's Name *MACPHERSON & KELLEY*  
.....

Customer Code *11615*  
.....

Approval No: 8980512A

# A1



Law Perfect Pty Ltd

1. If there is insufficient space to accommodate the required information in insert the words "See Annexure Page 2" (or as the case may be) and er Annexure Page under the appropriate panel heading. **THE BACK OF NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages mus
3. The Annexure Pages must be properly identified and signed by the pa which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

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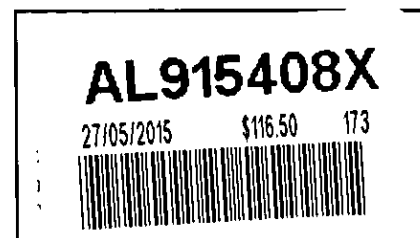
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Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 **Planning and Environment Act 1987**



**Form 18**

Lodged by:

Name: Russell Kennedy Solicitors  
Phone: 03 9609 1555  
Address: Level 12, 469 La Trobe Street, Melbourne 3000  
Ref: IDP: 115905-01300  
Customer Code: 1513M

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

Land: *(Insert volume and folio reference) (if part only, define the part)*

Certificate of title volume 11547 folio 369

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

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

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the Authority:

Name of Officer:

Date:

A handwritten signature in black ink, appearing to read 'PAUL TOLSON', written over a horizontal line.

10.05.15.



**AL915408X**



**CASEY CITY COUNCIL**

and

**MAINLINE PROPERTY INVESTMENTS PTY  
LTD**

**AGREEMENT MADE PURSUANT TO  
SECTION 173 OF THE PLANNING AND  
ENVIRONMENT ACT 1987**

Property: Lot C on PS703240L, Scioto Street,  
Cranbourne, Victoria 3977

---

**Russell Kennedy Pty Ltd** ACN 126 792 470 ABN 14 940 129 185  
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3001 DX 494 Melbourne  
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

**rk.com.au**

WYB 115905-01300



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**THIS AGREEMENT** is made on the date specified in the Schedule.

## **PARTIES**

- 1 **CASEY CITY COUNCIL**  
of Magid Drive, Narre Warren, Victoria, 3805  
("**Council**")
- 2 The owner or owners specified in the Schedule  
("**Owner**")

## **RECITALS**

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C If there is a planning permit identified in the Schedule, that Planning Permit contained the condition identified in the Schedule which required the Owner to enter into an agreement under section 173 of the Act in relation to Council's requirements for providing Waste Collection Services to the Waste Collection Area.
- D This Agreement has been entered into in order to:
  - comply with all relevant conditions of the Permit;
  - prohibit, restrict or regulate the use or development of the Land;
  - achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Land.
- E This Agreement shall be enforceable as a contract between the parties and is also made and is enforceable under Division 2 of Part 9 of the Act.

## **THE PARTIES AGREE THAT:**

### **1 DEFINITIONS**

In this Agreement:

- 1.1 "**Access**" means the land identified in the Schedule which is to be used to provide access over the Land to enable the Council to provide Waste Collection Services to the Land.
- 1.2 "**Act**" means the *Planning and Environment Act 1987*.
- 1.3 "**Agreement**" means this Agreement, including the recitals and any annexures to this Agreement.
- 1.4 "**Business Day**" means Monday to Friday excluding public holidays in Victoria.
- 1.5 "**Claim**" means any claim, demand, action, suit, proceeding, litigation, liability, investigation, judgment, cost or expense of any kind, including but not limited to legal costs on a legal practitioner/own client basis, and includes (without limitation) any claim, demand, action, suit, liability, cost or expense:

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- 1.5.1 whether arising under any statute or at common law or based in contract or tort, or otherwise;
- 1.5.2 arising from or out of or in relation to death or personal injury, damage to or destruction of property of any kind or economic loss or consequential loss or damage; and
- 1.5.3 whether the same first arises before or after the date of this Agreement.
- 1.6 **"Contractor"** means any person or body corporate which is from time to time engaged by the Council to perform the Waste Collection Services and includes all employees and sub contractors of any such Contractor.
- 1.7 **"Default"** means any of the incidents of default specified in clause 5.
- 1.8 **"Endorsed Plan"** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Planning Permit.
- 1.9 **"Garden Waste"** means leaves, branches, lawn clippings or weeds.
- 1.10 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.11 **"GST"** means the goods and services tax as defined in the GST Act.
- 1.12 **"Input Tax Credit"** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.13 **"Land"** means the land within the Scheme more particularly described in the Schedule.
- 1.14 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it and includes any Mortgagee specified in the Schedule.
- 1.15 **"MGB"** means a mobile garbage bin.
- 1.16 **"Planning Permit"** means the planning permit more particularly described in the Schedule.
- 1.17 **"Schedule"** means the Schedule which forms part of this Agreement.
- 1.18 **"Scheme"** means the Casey Planning Scheme or any other planning scheme that applies to the Land from time to time.
- 1.19 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.
- 1.20 **"Termination Date"** means the date upon which this Agreement ends in accordance with section 177 of the Act namely when this Agreement is ended in accordance with clause 3.2.
- 1.21 **"Unacceptable Material"** bears the meaning ascribed to those words in clause 5.3.
- 1.22 **"Waste"** includes all refuse and rubbish collected from, or put out for collection in, any MGB or items of hard rubbish put out for collection in the course of the Waste Collection Services but does not include any Unacceptable Material.

- 1.23 **"Waste Collection Area"** means the land identified in the Schedule, or as otherwise determined by the Council by written notice given to the Owner or resulting from any change which relates to this area shown on the Endorsed Plan from time to time.
- 1.24 **"Waste Collection Services"** means the services provided from time to time by the Council or its Contractor, or both of them, for the collection of Waste, refuse, recyclable materials, organic Waste (including Garden Waste) or other Waste and hard rubbish in accordance with the Council's policies and procedures for the provision of those services from time to time.

## 2 COMMENCEMENT

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

## 3 TERMINATION OF AGREEMENT

### 3.1 Termination

This Agreement shall end on the Termination Date provided that the Owner has complied with all of its obligations under this Agreement by that date.

### 3.2 How this Agreement may be ended

This Agreement shall end if:

- 3.2.1 the registered proprietor or proprietors of the Land to which the Waste Collection Services are provided ask the Council in writing if this Agreement can be ended on the basis that, from the Termination Date, the Council will not be obliged to provide any Waste Collection Services to the Land and the Council, in its absolute discretion, agrees that this Agreement may be ended and confirms this in writing to the Owner (the date of the Council's letter of confirmation being the Termination Date); or
- 3.2.2 the Council, in its absolute discretion, determines that this Agreement shall end because the Council has decided to cease providing Waste Collection Services to the Land or any part of it as a result of a Default which remains unremedied as at the date when the Council makes this decision, in which case the Termination Date shall be the date when the Council, after complying with the provisions of clauses 5 and 4.9 of this Agreement, gives written notice to the Owner that this Agreement is ended pursuant to this clause 3.2.2.

### 3.3 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

## 4 OWNER'S COVENANTS

### 4.1 Right of entry

The Owner grants to the Council and the Contractor the right to enter the Land via the Access in order to provide Waste Collection Services from MGBs supplied to the owners or occupiers of other parts of the Land or, where the Land is the common



property on a plan of subdivision, of other lots on the same plan of subdivision and, generally, in relation to hard rubbish or other collection services provided by Council.

#### 4.2 **Compliance with Council requirements**

The Owner covenants to ensure that all MGBs are placed in any Waste Collection Area in such positions as are required by the Council in accordance with the Council policy, or any information which the Council publishes, in relation to Waste Collection Services for the area which includes the Land, which applies at the relevant time.

#### 4.3 **No obstruction**

The Owner must ensure that no vehicles are parked, placed or left within or on any part of the Land and any common property so as to cause any obstruction to any vehicle used to provide the Waste Collection Services on the days when the Waste Collection Services are performed.

#### 4.4 **Successors in title**

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

#### 4.5 **Further Assurance**

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

#### 4.6 **Payment of Council's costs**

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

#### 4.7 **Mortgagee to be Bound**

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

#### 4.8 **Release and Indemnity**

4.8.1 The Owner releases the Council and the Contractor from any liability (whether arising at common law, under statute or otherwise) for any Claim arising directly or indirectly from or in respect of any act or omission by the Council or the Contractor (or both of them) on the Access or the Waste Collection Area and in respect of any damage or wear and tear caused to the Access or Waste Collection Area as a result of the Access or the Waste Collection Area being used for the Waste Collection Services, except to the extent that any Claim has been



caused or contributed to by any negligent act or omission of the Council or the Contractor.

- 4.8.2 The Owner covenants to indemnify, hold harmless and keep the Contractor and the Council, their officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any Claim brought by any person arising from or referable to the Waste Collection Services, this Agreement or any non compliance with this Agreement.

#### 4.9 Non compliance

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

- 4.9.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non compliance;
- 4.9.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non compliance;
- 4.9.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.9.4 if requested to do so by the Council and if the Land is not common property on a plan of subdivision, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.9.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non compliance with this Agreement;
- 4.9.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.9.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.9.8 if the Owner executes a mortgage as required by clause 4.9.4, any breach of this Agreement is deemed to be a default under that mortgage.

#### 4.10 Covenants run with the Land

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



registered proprietor or proprietors for the time being of the Land and every part of the Land.

#### 4.11 Owner's warranty

The Owner warrants and covenants that:

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

### 5 DEFAULT

The Owner acknowledges and agrees that the Council may refuse to provide Waste Collection Services to the Land or any part of it, if the Owner or any occupier of any part of the Land or, where the Land is common property on a plan of subdivision, of any lot on the same plan of subdivision:

- 5.1 obstructs the or any part of the or the entrance to the by parking a vehicle or placing any other form of obstruction on the Access or across all or part of the entrance to it;
- 5.2 fails to place the MGBs in the Waste Collection Area; or
- 5.3 either overfills any MGB or fills any MGB with "Unacceptable Material" being:
  - 5.3.1 material (including builders' Waste) likely to damage the compaction mechanism of any vehicle used to provide the Waste Collection Services;
  - 5.3.2 asbestos;
  - 5.3.3 night soil or sewerage;
  - 5.3.4 toxic chemicals, industrial waste (as defined under the *Environment Protection Act 1970 ("EP Act")*) or any substance which would cause the waters, the atmosphere or any land to be "polluted" in contravention of the EP Act or any regulations or State Environmental Protection Policy made under the EP Act, from time to time, including all categories of waste defined in the *Environment Protection (Industrial Waste Resource) Regulations 2009*;
  - 5.3.5 fill, soil or rubble of any kind;



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- 5.3.6 hot ash;
- 5.3.7 liquid Waste;
- 5.3.8 paint;
- 5.3.9 oil;
- 5.3.10 Garden Waste which is deemed unacceptable if either:
  - (a) it is placed or deposited in any MGB which is not specifically designated by the Council as an MGB to be used for Garden Waste; or
  - (b) in the event that the Council ceases to have a separate collection or MGB for Garden Waste, such Garden Waste represents more than 20% by volume of any MGB which the Council designates for both Garden Waste and other Waste (unless the Council agrees otherwise in writing);
- 5.3.11 any other material which is deemed to be "Unacceptable Material" in accordance with any Council direction or policy or any contract for the provision of Waste Collection Services made between the Council and the Contractor from time to time;

and the Owner, or anyone who uses an MGB on the Land, has failed to comply with any of the requirements of this clause 5 (such failure being an incident of default) on at least three separate occasions and, in the opinion of the Council, there is no alternative means of remedying the Default which is acceptable to the Council.

## **6 FUTURE COMMON PROPERTY**

- 6.1 The Owner acknowledges and agrees that, if the Land is subdivided to create common property on which the Access or the Waste Collection Area, or any part of either the Access or the Waste Collection Area, will become located, it is intended that this Agreement should be recorded on the folio of the Register which relates to that common property.
- 6.2 If the Registrar of Titles fails to record this Agreement on the folio of the Register which relates to any future common property as envisaged under clause 6.1, the Council may refuse to provide Waste Collection Services to the Land or any part of it until the owners corporation which is registered as proprietor of the common property on which the Access or the Waste Collection Area, or any part of those areas is located, enters into an agreement under section 173 of the Act with the Council in a form which is acceptable to the Council and which must include the provisions of this Agreement mutatis mutandis which are applicable to the common property owned by that owners corporation.

## **7 GOODS AND SERVICES TAX**

### **7.1 Definitions and Expressions**

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

## 7.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

## 7.3 Liability to pay any GST

Subject to clause 7.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

## 7.4 Tax Invoice

A party's right to payment under clause 7.3 is subject to a Tax Invoice being delivered to the Recipient.

# 8 GENERAL

## 8.1 No Fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

## 8.2 Time of the essence

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

## 8.3 Governing law and jurisdiction

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

## 8.4 Enforcement and Severability

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

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





## 9 NOTICES

### 9.1 Service of notice

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

- 9.1.1 personally on the person;
- 9.1.2 by leaving it at the person's address set out in this Agreement;
- 9.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 9.1.4 by facsimile to the person's current number notified to the other party.

### 9.2 Time of service

A notice or other communication is deemed served:

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

## 10 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 10.1 the singular includes the plural and vice versa;
- 10.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 10.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 10.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 10.5 words importing one gender include other genders;
- 10.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 10.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 10.7.1 two or more parties; or

- 10.7.2 a party comprised of two or more persons,  
is made or given and binds those parties or persons jointly and severally;
- 10.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re enactments or replacements of any of them;
- 10.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 10.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 10.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 10.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 10.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 10.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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## THE SCHEDULE

- |   |                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>DATE OF THIS AGREEMENT</b>                                                        | 18 May 2015                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2 | <b>THE OWNER</b><br><i>[Insert full name and address and, if a company, its ACN]</i> | <b>MAINLINE PROPERTY INVESTMENTS PTY LTD (ACN 120 539 853)</b><br>of Unit 22, 61 Frankston Gardens Drive, Carrum Downs, Victoria 3201                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3 | <b>THE LAND</b>                                                                      | Lot C on PS703240L, being the whole of the land more particularly described in certificate of title volume 11547 folio 369                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4 | <b>ADDRESS OF THE LAND</b>                                                           | 40S Scioto Street, Cranbourne, Victoria 3977                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5 | <b>ACCESS AND WASTE COLLECTION AREA</b>                                              | The terms "Access" and "Waste Collection Area" both mean the whole of the Land.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 6 | <b>PLANNING PERMIT</b>                                                               | Planning Permit number PlnA00817/13.A<br>Issued by the Council on 18 July 2014 allowing staged subdivision, creation of restrictions, development of a dwelling on lots less than 300m <sup>2</sup> and removal of native vegetation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7 | <b>CONDITION OF THE PLANNING PERMIT WHICH REQUIRES THIS SECTION 173 AGREEMENT</b>    | Condition 72.<br><br><i>"Before the plan of subdivision is certified under the Subdivision Act 1988, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 and must make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act, which provides for the following:</i><br><br><i>(a) Indemnify for Council's contractors to collect waste from the site.</i><br><br><i>The owner under this permit must pay the Responsible Authority's costs of the preparation, negotiation, execution and registration of the Section 173 agreement required by this condition."</i> |
| 8 | <b>MORTGAGE</b>                                                                      | AL760780L in which the Mortgagee is the Bank of Queensland Ltd.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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|            |          |     |
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**EXECUTED** as an agreement under Division 2 of Part 9 of the Act.

**SIGNED SEALED AND DELIVERED** by )  
 the Director Planning & Development )  
 Services on behalf of **CASEY CITY** )  
**COUNCIL** pursuant to the power )  
 delegated to that person by an )  
 Instrument of Delegation in the presence )  
 of: )

**Peter Fitchett**  
 Director Planning & Development Services

Signature of Witness

Susan Krol

Name of Witness (print full name)

Mayfield Drive

Narre Warren 3805

Address of Witness

**EXECUTED** by **MAINLINE PROPERTY** )  
**INVESTMENTS PTY LTD (ACN 120 539** )  
**853)** in accordance with section 127(1) of the )  
*Corporations Act 2001 (Cth)* by being signed )  
 by the authorised person: )

Sole director and sole company secretary

Doreen Fergusson Howells

Full name

7 Derrisdown Ave Mt Eliza

Usual Address

MORTGAGEE'S CONSENT



**BANK OF QUEENSLAND LTD** as Mortgagee under Mortgage AL760780L which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Bank of Queensland Limited ABN 32 009 656 740 as

Registered Mortgagee under mortgage AL760780L

consent to SECTION 173 AGREEMENT

By its Attorney

 Gregory Burke Re: AL760780L

~~Manager~~ ~~Team Leader~~ Senior Officer

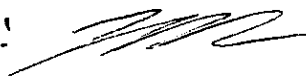
Hewlett-Packard Australia Pty Ltd ACN 004 394 763

Under Power of Attorney

Registered Book 4625 No. 244

And declare that I have no notice or revocation of the said Power of Attorney

WITNESSED BY:



DANIEL FRANCIS DUNNE

**Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf,  
hearing or speech impaired)TIS: 131 450 (Translating  
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

ABN: 43 320 295 742

**Customer Service Centres****Narre Warren**

Bunjil Place, Patrick Northeast Drive

**Cranbourne**

Cranbourne Park Shopping Centre



## LAND INFORMATION CERTIFICATE

### SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C064522

Issue Date: 06 February 2025

Your Reference: 360566

Landata - Rates Web Certificates  
C/- Victorian Land Registry Services Pty Ltd  
L 13 697 Collins St  
DOCKLANDS VIC 3008

|                              |                                           |
|------------------------------|-------------------------------------------|
| <b>Property Number:</b>      | 130859                                    |
| <b>Property Address:</b>     | 20 Denistoun Crescent CRANBOURNE VIC 3977 |
| <b>Property Description:</b> | Lot 32 PS 719439W                         |
| <b>Land Area:</b>            | 0 sqm                                     |

|                               |            |                       |            |
|-------------------------------|------------|-----------------------|------------|
| <b>Valuation Date</b>         | 01/07/2024 | <b>Effective Date</b> | 01/07/2024 |
| <b>Site Value</b>             | \$285,000  |                       |            |
| <b>Capital Improved Value</b> | \$550,000  |                       |            |
| <b>Net Annual Value</b>       | \$27,500   |                       |            |

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2025

|                                                |           |           |
|------------------------------------------------|-----------|-----------|
| Rate Category                                  |           |           |
| Current Year's General Rates                   | 1,186.05  |           |
| Current Year's Garbage Charge                  | 440.00    |           |
| Current Year's Fire Service Levy               | 179.85    |           |
| Current Rates Year's Charges - SUB TOTAL       |           | 1,805.90  |
| Payments received                              | -1,805.90 |           |
| Current Rates Year Adjust\Payments - SUB TOTAL |           | -1,805.90 |
|                                                |           |           |
| Scheme Charges                                 |           |           |
| Scheme Charges - TOTAL                         |           | 0.00      |
| TOTAL BALANCE OUTSTANDING                      |           | \$0.00    |

**PLEASE NOTE:** In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the

#### Contact City of Casey

03 9705 5200

**NRS:** 133 677 (for the deaf,  
hearing or speech impaired)

**TIS:** 131 450 (Translating  
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

**ABN:** 43 320 295 742

#### Customer Service Centres

##### Narre Warren

Bunjil Place, Patrick Northeast Drive

##### Cranbourne

Cranbourne Park Shopping Centre



owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 17/02/2025.

**PLEASE NOTE:** Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

**PLEASE NOTE:** If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C064522**.

A handwritten signature in black ink, appearing to read "T. Riches".

**Trevor Riches**

Team Leader Rates and Valuations

#### PLEASE NOTE:

**Interest continues to accrue at 10.0% on any overdue balances until paid in full.**

#### Electronic Payments



Billers Code: **8995**  
Ref: 01308596

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

More info: [www.bpay.com.au](http://www.bpay.com.au)

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

Statement for property:  
LOT 32 20 DENISTOUN CRESCENT  
CRANBOURNE 3977  
32 PS 719439

| REFERENCE NO. | YOUR REFERENCE | DATE OF ISSUE    | CASE NUMBER |
|---------------|----------------|------------------|-------------|
| 53D//13256/29 |                | 05 FEBRUARY 2025 | 48556686    |

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

|                                                          |                          |         |
|----------------------------------------------------------|--------------------------|---------|
| <b>Parks Victoria - Parks Service Charge</b>             | 01/01/2025 to 31/03/2025 | \$21.79 |
| <b>Melbourne Water Corporation Total Service Charges</b> | 01/01/2025 to 31/03/2025 | \$30.52 |

### (b) By South East Water

|                                 |                          |                 |
|---------------------------------|--------------------------|-----------------|
| <b>Water Service Charge</b>     | 01/01/2025 to 31/03/2025 | \$22.58         |
| <b>Sewerage Service Charge</b>  | 01/01/2025 to 31/03/2025 | \$98.05         |
| <b>Subtotal Service Charges</b> |                          | <b>\$172.94</b> |
| <b>TOTAL UNPAID BALANCE</b>     |                          | <b>\$172.94</b> |

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

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

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

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

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

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

### Important Warnings

AUTHORISED OFFICER:

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

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

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

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

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

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

### 3. Disclaimer

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

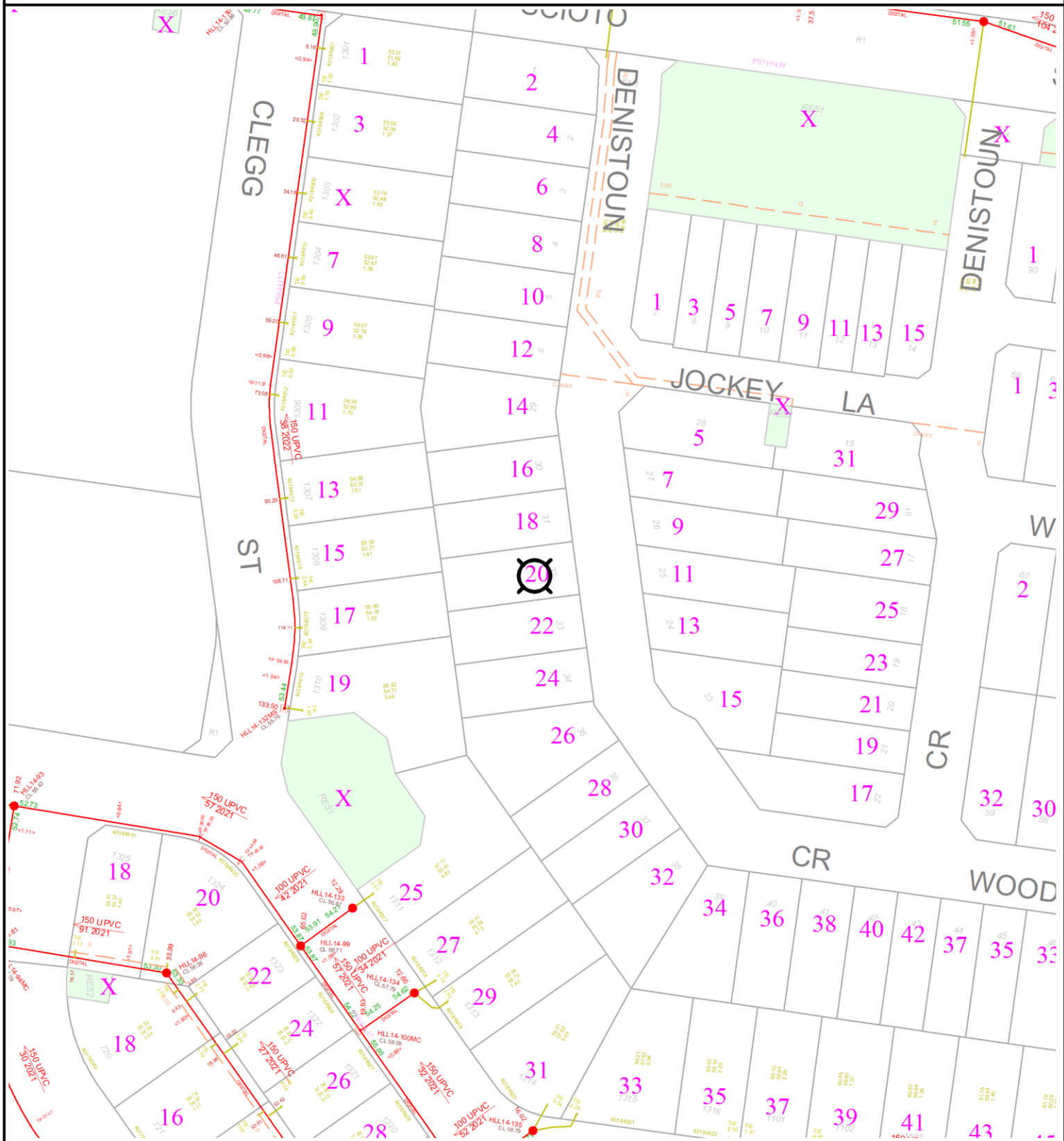
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

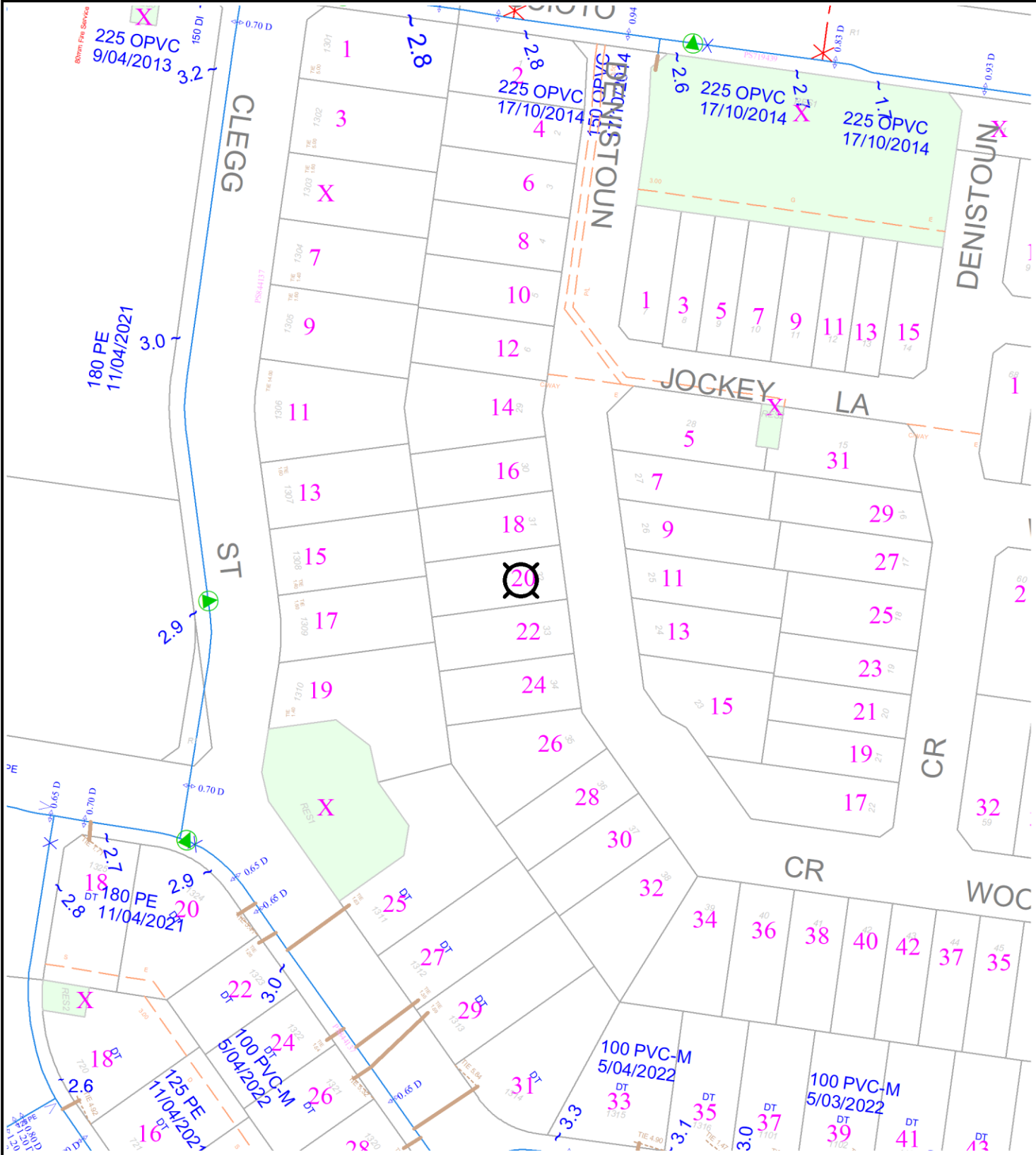
**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



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

|  |                     |  |                                   |  |                      |
|--|---------------------|--|-----------------------------------|--|----------------------|
|  | Title/Road Boundary |  | Subject Property                  |  | Maintenance Hole     |
|  | Proposed Title/Road |  | Sewer Main & Property Connections |  | Inspection Shaft     |
|  | Easement            |  | Direction of Flow                 |  | Offset from Boundary |

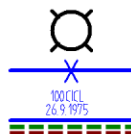
|  |                  |  |                   |  |                        |
|--|------------------|--|-------------------|--|------------------------|
|  | Sewer Main       |  | Underground Drain |  | Natural Waterway       |
|  | Maintenance Hole |  | Channel Drain     |  | Underground Drain M.H. |



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

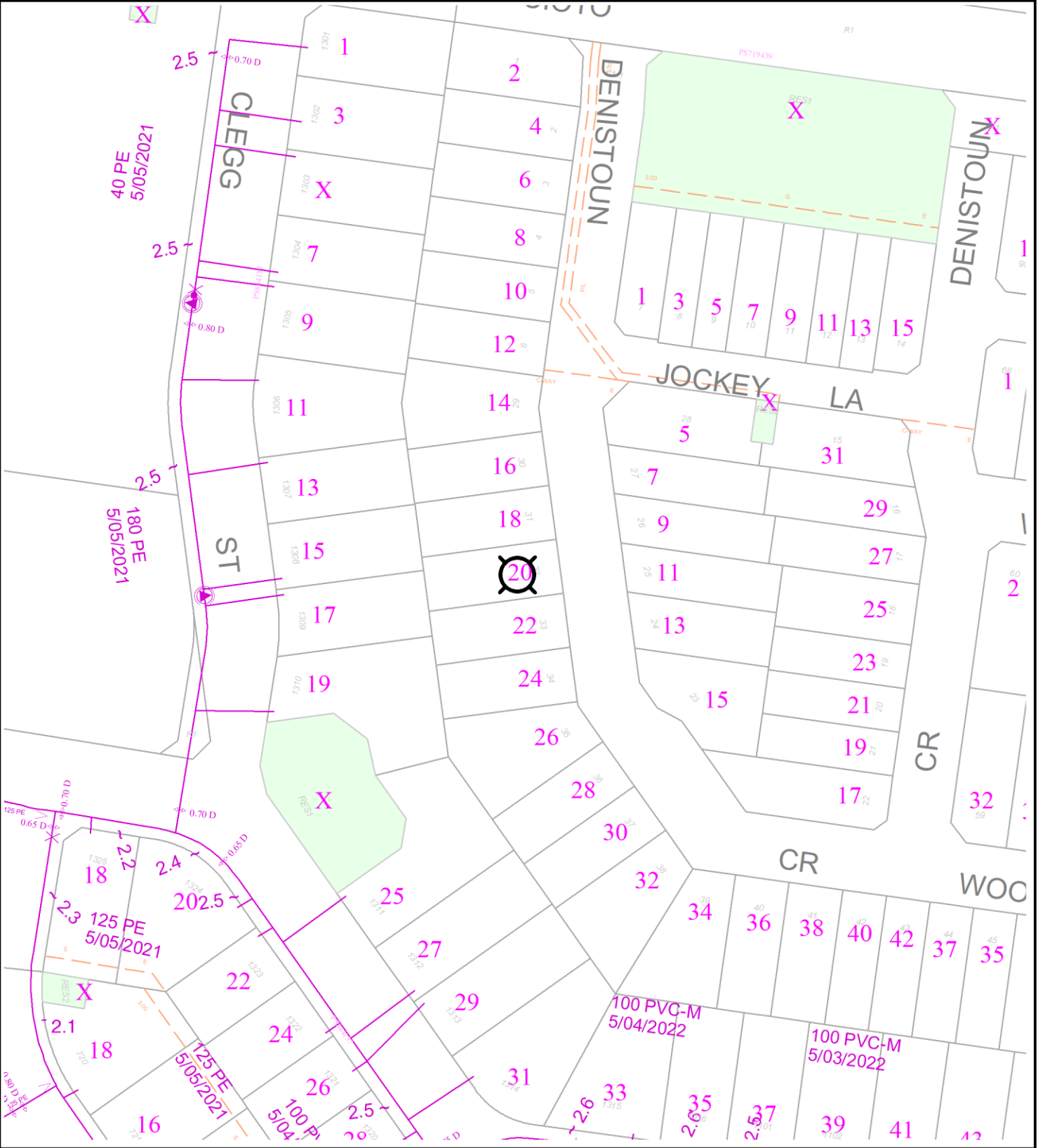
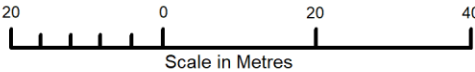
## LEGEND

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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

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

# Property Clearance Certificate

## Land Tax



INFOTRACK / SUNNYOAKS CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 25/059      |
| Certificate No: | 83279151    |
| Issue Date:     | 05 FEB 2025 |
| Enquiries:      | ESYSPROD    |

|               |                                           |
|---------------|-------------------------------------------|
| Land Address: | 20 DENISTOUN CRESCENT CRANBOURNE VIC 3977 |
|---------------|-------------------------------------------|

| Land Id  | Lot | Plan   | Volume | Folio | Tax Payable |
|----------|-----|--------|--------|-------|-------------|
| 42278099 | 32  | 719439 | 11590  | 377   | \$975.00    |

Vendor: KATHRYN WOODING  
Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax       | Year | Taxable Value (SV) | Proportional Tax | Penalty/Interest | Total    |
|------------------------|------|--------------------|------------------|------------------|----------|
| MR KATHRYN JOY WOODING | 2025 | \$285,000          | \$975.00         | \$0.00           | \$975.00 |

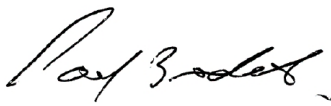
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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):                            | \$550,000 |
| SITE VALUE (SV):                                         | \$285,000 |
| CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: | \$975.00  |



# Notes to Certificate - Land Tax

**Certificate No:** 83279151

---

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## Apportioning or passing on land tax to a purchaser

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

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$285,000

Calculated as \$975 plus ( \$285,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,500.00

Taxable Value = \$550,000

Calculated as \$550,000 multiplied by 1.000%.

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## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 83279151

### 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](http://www.bpay.com.au)

### CARD



Ref: 83279151

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / SUNNYOAKS CONVEYANCING

|                        |             |
|------------------------|-------------|
| <b>Your Reference:</b> | 25/059      |
| <b>Certificate No:</b> | 83279151    |
| <b>Issue Date:</b>     | 05 FEB 2025 |
| <b>Enquires:</b>       | ESYSPROD    |

**Land Address:** 20 DENISTOUN CRESCENT CRANBOURNE VIC 3977

| Land Id  | Lot                       | Plan           | Volume                              | Folio                                                    | Tax Payable |
|----------|---------------------------|----------------|-------------------------------------|----------------------------------------------------------|-------------|
| 42278099 | 32                        | 719439         | 11590                               | 377                                                      | \$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:** \$550,000

**SITE VALUE:** \$285,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 83279151

---

## 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](http://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



INFOTRACK / SUNNYOAKS CONVEYANCING

|                 |             |
|-----------------|-------------|
| Your Reference: | 25/059      |
| Certificate No: | 83279151    |
| Issue Date:     | 05 FEB 2025 |

Land Address: 20 DENISTOUN CRESCENT CRANBOURNE VIC 3977

| Lot | Plan   | Volume | Folio |
|-----|--------|--------|-------|
| 32  | 719439 | 11590  | 377   |

Vendor: KATHRYN WOODING  
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.

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:  
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 83279151

## 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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div><div><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 83279158</div></div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div> | <div><div><div>CARD</div><div></div></div><div><div>Ref: 83279158</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div> | <div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

# OWNERS CORPORATION CERTIFICATE

## Owners Corporations Act 2006 Section 151 and Owners Corporations Regulations 2018 Reg. 11 and 12

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

### Owners Corporation Plan Number 719439W

**Property Address:** 1016-1030 Cranbourne-Frankston Road, (Fairways Park Estate), Cranbourne VIC 3977

**Vendor:** Kathryn Wooding

### Purchaser:

This certificate is issued for Lot 32 on Plan Number of Subdivision Number 719439W

The postal address is 20 Denistoun Crescent, Cranbourne VIC 3977

- 1 The current fee for the above Lot is \$340.00 per quarter.
- 2 The Owners Corporation Fees are paid up until: 31 October 2024
- 3 Unpaid fees including interest now total – \$355 currently owing. \$15 from 1 November and \$340 from the 1 February. Payment details attached.

Biller Code 96503

CRN 22369969515718

- 4 The following special fees or levies have been struck and are due and payable on the dates indicated – NIL.
- 5 The Owners Corporation has performed or is about to perform the following repairs, work or acts which may incur an additional charge to that set out above - NIL
- 6 Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies or repair and maintenance plans other than set out above? - No
- 7 The Owners Corporation has the following insurance cover –  
Name of Company: CHU Insurance.  
Policy Number: HU0012939  
Policy Type: Residential Strata Insurance Plan  
Building Amount: \$36,603,000  
Public Liability: \$20,000,000  
Buildings Covered: 90 Residential Units  
Renewal Date: 29/07/25
- 8 The Owners Corporation has submitted any special rules to the Office of Titles.
- 9 Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? – No
- 10 Are there any legal proceedings to which the Owners Corporation is a party or any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? – No
- 8
- 11 Has the Owners Corporation members arranged their own insurance in accordance with Section 63 of the Act? – No
- 12 The total funds held by the Owners Corporation as of the last financial statement prepared on 31 October 2024: \$55,380.11

- 13 Has the Owners Corporation granted any lease, licence or agreements affecting the common property? – No
- 14 Has the Owners Corporation made any current agreements to provide services to members and occupants or the public for a fee? - No
- 15 The Owners Corporation is not a party to any proceeding or aware of any circumstances which may give rise to proceedings except the following –
- 16 No appointment or proposal for the appointment of an administrator has been made.
- 17 The Owners Corporation has appointed an Owners Corporation Manager.  
The Manager is Phase Strata Title Management Pty Ltd – PO Box 137 Mount Eliza Vic 3930  
Phone (03) 9775 4676. **EMAIL: info@psmoc.com.au**

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

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

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

Dated this 10 February 2025

**This Owners Corporation Certificate was prepared by:**



**Scott Elliott** (Owners Corporation Manager and Delegate)



\*The Common Seal of Owners Corporation Plan No 719439W was hereto affixed in accordance with Section 20 of the Owners Corporation Act 2006 in the presents of

Lot Owner..... Lot No.....Signature.....

Lot Owner..... Lot No.....Signature.....

\*Delete if applicable

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

## **STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

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

### **What is an owners corporation?**

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

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

### **How are decisions made by an owners corporation?**

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

### **Owners corporation rules**

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

### **Lot entitlement and lot liability**

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

### **Further information**

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

### **Management of an owners corporation**

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

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

# MODEL RULES OF AN OWNERS CORPORATION

|                |                                                                                                                                                                                                                                                                                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b>      | <b>HEALTH, SAFETY AND SECURITY</b>                                                                                                                                                                                                                                                              |
| <b>1.1</b>     | <b>Health, safety &amp; Security of lot owners, occupiers of lots &amp; others</b><br>A lot owner or occupier must not use the lot, permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.                             |
| <b>1.2</b>     | <b>Storage of flammable liquids and other dangerous substances and materials</b>                                                                                                                                                                                                                |
| <b>1.2.1</b>   | Except with the approval in writing of the Owners Corporation, an owner/occupier must not use or store on the lot/on common property any flammable chemical, liquid/gas/other flammable material.                                                                                               |
| <b>1.2.2</b>   | This rule does not apply to:                                                                                                                                                                                                                                                                    |
| <b>1.2.2.1</b> | Chemicals, liquids, gases or other material used/intended to be used for domestic purposes, or,                                                                                                                                                                                                 |
| <b>1.2.2.2</b> | Any chemical, liquid gas/other material in a fuel tank of motor vehicle/internal combustion engine.                                                                                                                                                                                             |
| <b>1.3</b>     | <b>Waste Disposal</b><br>An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.                                                                                               |
| <b>2.</b>      | <b>COMMITTEES AND SUB-COMMITTEES</b>                                                                                                                                                                                                                                                            |
| <b>2.1</b>     | <b>Functions, powers &amp; reporting of committees and sub-committees</b><br>A committee may appoint members to a sub-committee without reference to the owners corporation.                                                                                                                    |
| <b>3.</b>      | <b>MANAGEMENT AND ADMINISTRATION</b>                                                                                                                                                                                                                                                            |
| <b>3.1</b>     | <b>Metering of services and apportionment of costs of services</b>                                                                                                                                                                                                                              |
| <b>3.1.1</b>   | The owners corporation must not seek payment or reimbursement for the cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.                                                   |
| <b>3.1.2</b>   | If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by/on behalf of the lot owner/occupier from the relevant supplier. |
| <b>3.1.3</b>   | Subrule (2) does not apply if the concession or rebate -                                                                                                                                                                                                                                        |
| <b>3.1.3.1</b> | Must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier, or                                                       |
| <b>3.1.3.2</b> | is paid directly to the lot owner or occupier as a refund.                                                                                                                                                                                                                                      |
| <b>4.</b>      | <b>USE OF COMMON PROPERTY</b>                                                                                                                                                                                                                                                                   |
| <b>4.1</b>     | <b>Use of common property</b>                                                                                                                                                                                                                                                                   |
| <b>4.1.1</b>   | An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property                                                                                                                                     |
| <b>4.1.2</b>   | An owner or occupier of the lot must not, without the written approval of the owners corporation, use for his or her purposes as a garden any portion of common property                                                                                                                        |
| <b>4.1.3</b>   | An approval under subrule (4.1.2) may state a period for which the approval is granted                                                                                                                                                                                                          |
| <b>4.1.4</b>   | If the owners corporation resolved that an animal is a danger/causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner/occupier who is keeping the animal                                                                                      |
| <b>4.1.5</b>   | An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4.1.4) must remove that animal                                                                                                                                                            |
| <b>4.1.6</b>   | Subrules (4.1.4) & (4.1.5) do not apply to animals that assist a person with an impairment/disability                                                                                                                                                                                           |
| <b>4.2</b>     | <b>Vehicles and parking on common property</b><br>An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle                                                                         |
| <b>4.2.1</b>   | To be parked or left in parking spaces situated on common property and allocated for lots; or                                                                                                                                                                                                   |
| <b>4.2.2</b>   | On common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or                                                                                                                                                                                                         |
| <b>4.2.3</b>   | In any place other than a parking area situated on common property specified for that purpose by the owners corporation.                                                                                                                                                                        |
| <b>4.3</b>     | <b>Damage to common property</b>                                                                                                                                                                                                                                                                |
| <b>4.3.1</b>   | An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.                                                                                                                                                              |

- 4.3.2** An owner occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- 4.3.3** An approval under subrule (4.3.1) and (4.3.2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 4.3.4** An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- 4.3.5** The owner or person referred to in subrule (4.3.4) must keep any device, screen or barrier installed in good order and repair.

## **5. LOTS**

### **5.1 Change of use of lots**

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

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

### **5.2 External Appearance of Lots**

**5.2.1** An owner or occupier of a lot must obtain written approval of the owners corporation before making any change to the external appearance of their lot.

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

### **5.3 Requiring notice to the owners corporation of renovations to lots**

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

## **6. BEHAVIOUR OF PERSONS**

### **6.1 Behaviour of owners, occupiers and invitees on common property**

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

### **6.2 Noise and other nuisance control**

- 6.2.1** An owner or occupier of a lot or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property
- 6.2.2** Subrule (6.2.1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **7. DISPUTE RESOLUTION**

- 7.1** The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation
- 7.2** The party making the complaint must prepare a written statement in the approved form.
- 7.3** If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant
- 7.4** If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- 7.5** The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 7.6** A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7.7** If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under part 10 of the **Owners Corporation Act 2006**
- 7.8** This process is separate from and does not limit any further action under part 10 of the **Owners Corporation Act 2006**

## MINUTES OF ANNUAL GENERAL MEETING 2024

|                             |                                                        |              |         |
|-----------------------------|--------------------------------------------------------|--------------|---------|
| <b>COMPLEX:</b>             | 1016-1030 Cranbourne-Frankston Rd (Fairways Pk Estate) | <b>OCPN:</b> | 719439W |
| <b>HELD:</b>                | Offline version from 19 December to 2 January 2025     |              |         |
| <b>PRESENT/REPRESENTED:</b> | Lot 50: K Smith                                        |              |         |
| <b>APOLOGIES/PROXIES:</b>   | N/A                                                    |              |         |

|                |                                                                                                                                                                                                  |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Quorum?</b> | A quorum was not met for the Annual General Meeting, as such all decisions made at the Annual General Meeting are <i>Interim Decisions</i> and become <i>Binding Decisions</i> in 29 clear days. |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                             |                                                                                     |
|-----------------------------|-------------------------------------------------------------------------------------|
| <b>Chairperson Election</b> | It was agreed that Scott Elliott of PSM OC should chair the Annual General Meeting. |
|-----------------------------|-------------------------------------------------------------------------------------|

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

|                         |                                                                               |
|-------------------------|-------------------------------------------------------------------------------|
| <b>Manager's Report</b> | The OC Managers Report for 2023-2024 was read, discussed, received & adopted. |
|-------------------------|-------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Owners Corporation Financial Report 2023-24 &amp; Owners Corporation Proposed Budget 2024-2025:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
| <p>The Owners Corporation Financial Report for the year ending 31 October 2024 was discussed in detail, agreed upon and accepted. The Owners Corporation Proposed Budget for the year 2024-2025 was discussed, agreed upon and accepted, noting that the 2024 – 2025 Owners Corporation Fees were to increase from \$340 per quarter to purely account for the rising cost of insurance. The following adjustment will appear on your next levy as follows:</p> <p>The new fee is: \$340 per quarter. This is \$1360 per annum.</p> <p>1 November levy was issued at the lower rate of \$325 (Shortfall of \$15)</p> <p>1 February levy will be issued at the new rate of \$340 + the 1 shortfall of \$15 = \$355</p> <p>1 May levy will be issued at the new rate of \$340</p> <p>1 August levy will be issued at the new rate of \$340</p> <p>Total is \$1360 per annum when you add all this up.</p> <p>Please also note this is not back dated payments. It is to ensure that the approved budget is all collected within the financial year.</p> |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Owners Corporation Committee of Management:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| <p>A vote of thanks was given to the outgoing OC Committee of Management, all Owners Corporation Committee of Management positions were then declared vacant and nominations called for new Owners Corporation Committee of Management Members for the period 2024-2025. Lot 37: V Tanasio, Lot 39: M Power, Lot 65: C Kenworthy &amp; Lot 89: F Curtis, all nominated and accepted. V Tanasio was elected as the Owners Corporation Committee of Management Chairperson for 2024-2025.</p> |  |

|                                                                                                                                                                                                                                                                                                                                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Owners Corporation Management:</b>                                                                                                                                                                                                                                                                                                                                        |  |
| <p>An Ordinary Resolution dated 2 January 2025 was moved and passed stating "That PSM OC Pty Ltd, be reappointed as Owners Corporation Manager of OCPN 719439W for the following 12-month period". The necessary <i>Owners Corporation Management Agreement</i> was drawn up and signed and becomes binding on 2 January 2025 even though the AGM was conducted offline.</p> |  |

|                                |                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>General Business Items:</b> |                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>OC Building Insurance:</b>  | <p>Scott Elliott, advised and fully discussed the Owners Corporation Insurance together with his function and obligations and it was then agreed by the members that the present CHU Building Insurance coverage of \$36,603,000.00 was adequate for the following 12 months. Owners Corporation Members also agreed that the present Public Risk coverage of \$20,000,000.00 was also adequate.</p> |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>WH&amp;S:</b>                         | The issues regarding Work Health & Safety at the complex was discussed, it was agreed that no professional WH&S annual inspection was required and that the property will be periodically inspected with regards to WH&S issues by Owners, Managers and/or Maintenance Contractors.                                                                                                                                                                                                                                                                                                                                |
| <b>Solar lighting:</b>                   | An attending member wanted to thank the committee for approving and installing the solar lights at the complex.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Weed Spray:</b>                       | An attending member asked what weed spray is used by the gardeners. The gardeners have trailed a herbicides in the past. They are twice as expensive and take longer to make any effect to the point where members were complaining of the amount of weeds at complexes. Members need to be informed that the gardeners use the chemical weed spray such as round up as this is more effective and cheaper. It has a quicker effect. It is hard for PSM to advise every time the gardeners are on site using this spray. The gardeners are there every 2 weeks in the summer and three weeks in the cooler months. |
| <b>AGM:</b>                              | An attending member wanted to keep the AGM format to the offline version to save funds as not many members out of the 90 lots have ever attended these meetings.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Penalty interest on arrears:</b>      | An ordinary resolution of the owners corporation agreed to continue charging penalty interest on all arrears as per the Penalty Interest Rates Act of 1983 and in accordance with the Owners Corporation Act of 2021. This will be applied to all arrears as deemed necessary.                                                                                                                                                                                                                                                                                                                                     |
| <b>Arrears to the Magistrates Court:</b> | An ordinary resolution of the owners corporation agreed to take extensively overdue arrears to the magistrates court which is the cheapest and easiest option as per the new Owners Corporation Act 2006 and Amendment 2021.                                                                                                                                                                                                                                                                                                                                                                                       |

There being no further General Business, the Owners Corporation AGM was closed at 5pm on 2 January following the 2-week review period.

Scott Elliott – Chairperson.

### PSM Owners Corporation

**A:** PO Box 137, Mount Eliza, VIC 3930 **P:** 03 9775 4676 **E:** [info@psmoc.com.au](mailto:info@psmoc.com.au)

**ABN:** 65 081 576 847



Level 21, 150 Lonsdale Street  
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

## Certificate of Currency

### CHU Residential Strata Insurance Plan

|                            |                                                    |
|----------------------------|----------------------------------------------------|
| <b>Policy No</b>           | <b>HU0012939</b>                                   |
| <b>Policy Wording</b>      | CHU RESIDENTIAL STRATA INSURANCE PLAN              |
| <b>Period of Insurance</b> | 29/07/2024 to 29/07/2025 at 4:00pm                 |
| <b>The Insured</b>         | OWNERS CORPORATION PLAN NO. PS 719439              |
| <b>Situation</b>           | 1016 CRANBOURNE-FRANKSTON ROAD CRANBOURNE VIC 3977 |

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#### Policies Selected

##### **Policy 1 – Insured Property**

Building: \$36,603,000

Common Area Contents: \$0

Loss of Rent & Temporary Accommodation (total payable): \$5,490,450

##### **Policy 2 – Liability to Others**

Sum Insured: \$20,000,000

##### **Policy 3 – Voluntary Workers**

Death: \$200,000

Total Disablement: \$2,000 per week

##### **Policy 4 – Fidelity Guarantee**

Sum Insured: \$100,000

##### **Policy 5 – Office Bearers' Legal Liability**

Sum Insured: \$1,000,000

##### **Policy 6 – Machinery Breakdown**

Not Selected

##### **Policy 7 – Catastrophe Insurance**

Not Selected

##### **Policy 8 – Government Audit Costs and Legal Expenses**

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

##### **Policy 9 – Lot owners' fixtures and improvements (per lot)**



Sum Insured: \$250,000

**Flood Cover is included.**

Date Printed

26/07/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Dear Owners Corporation Member,

**RE: Fairways Park Estate - (Woodright Cct, Denistoun Cres, Jockey Ln, Belfort Ln)**

As Owners Corporation Manager of your property, I would like to take this opportunity to advise you and all residents of the Owners Corporation Rules and Regulations at your complex.

#### **PARKING:**

All vehicles permanently parked at your complex must be parked either inside your garage or on the space **directly** in front of the garage area, provided such parking does not causing any inconvenience at any time to any other resident. Should any unit have more cars than can be legally parked in their **own** parking areas described above, these cars must be parked **off** the property and **not** on any Common Area driveways, footpaths, lawns, gardens or *Visitor's Car Parking* spaces.

There is provision for all units to park ONLY two cars on your titled land. For those that have a double garage the two spaces are within the garage. Those that have a single garage there is provision to park a vehicle directly in front of your garage.

**The complex has clearly been marked with a 'no parking' line where vehicles are not permitted to park.** All other areas at the complex are either marked with a white line and 'no Parking' which clearly indicates that no vehicles should be parked in these areas, on the nature strips or on/blocking footpaths. Any vehicles that park over the no parking lines, on footpaths, nature strips or any other part of common property will have their vehicle towed.

The primary use of the garage is for the parking of vehicles. Should the garages be used for any other use, the lot owner/resident simply loses a car space. There is no provision for these residents to then park elsewhere on common property other than the options stated above.

Any units let via AirBnB or alike must ensure that these residents operate under the rules of residents and not visitors whereby they cannot park in the visitors parking bay.

**In short, there is absolutely no provision for any vehicles/trailer to be parked on any portion of the common area driveway/garden/gravel/lawn at any time and there are no other additional parking spaces on common area of the complex allocated to individual units other than described above.**

#### **VISITOR PARKING:**

As the term implies any marked *Visitor's Car Parking* spaces are to be used **only** for that purpose and under **no** circumstances should *Visitor's Car Parking* spaces be used by residents as additional permanent car parking areas. There are 17 visitor parking spaces throughout the complex. These are not to be used by any permanent resident at the complex. If you have long term visitors staying with you, it is your responsibility to notify our office accordingly and we can flag this in our system.

**DEFINITION OF A VISITOR:** A visitor to the complex is a short-term visitor only visiting residents at the complex. If you have a partner/additional resident at your unit (that technically has a different address) BUT stays at the complex more days in the week than not they are classed as a resident and MUST abide by the rules of the complex as a resident does. Overnight visitors are permitted but not over consecutive days in the same space. Furthermore, a visitor cannot park their vehicle in the visitors space on a Friday night and leave it unmoved for the whole weekend. This is unfair use of the limited visitors spaces at the complex.

#### **TOWING SYSTEM:**

A towing system has been approved and is implemented at the complex. Please see attached the letter outlining all the details of how the towing system runs and operated. Contravening these rules and regulations will lead to vehicles being towed away.

If any vehicles are parked over the 'no parking' white lines, on nature strips, blocking footpaths or any other part of common area that is not a visitors parking area **ANY** resident can call the towing company below and have these cars towed immediately. The procedure is different for the visitors parking spaces. You will also need to provide some photo ID to ensure that you are a resident at the complex and you will need to fill in the online towing authority form: <https://www.anytimetowing.com.au/tow-away-authority-form/> The towing company will not tow a car away if there is insufficient evidence.

**PSM Owners Corporation**

**A:** PO Box 137, Mount Eliza, VIC 3930 **P:** 03 9775 4676 **E:** [info@psmoc.com.au](mailto:info@psmoc.com.au)

**ABN:** 65 081 576 847

**Visitor parking spaces** – if you believe a resident is utilising a visitors parking space you will need to contact our office in writing via email. You will need to provide a photo of the vehicle stating its location within the complex, along with the registration number, make, model and colour of car and also the unit you believe this car belongs to.

- We will then contact the owner or property manager and advise them to immediately move from the visitor parking bay and advise them not to utilise these spaces in the future. If the vehicle remains in place after the 24-hour period after the first warning a second warning will be issued. After the third warning any vehicle associated with that lot will without further notice be towed. Our office will need to be notified, provided all the relevant details and **ONLY** our office (Phase Management) or the elected committee of management (if out of office hours) will be able to call in this vehicle to be towed under our instruction.
- This 3-warning policy refers to an individual unit/lot not an individual vehicle and the accumulative effect of all/any associated vehicles of a lot is taken into consideration. For example, if an individual lot has three cars and each car on three separate occasions is witnessed to be parked in the visitor only parking bays this will constitute 3 warnings. If a lot has previously received warnings, these warnings are taken into account regardless of the timeframe if they continue to park in the visitor parking spaces.

Towing company details: Anytime Towing. Telephone number: 0409 982 860. Email address: [towaway@anytimetowing.com.au](mailto:towaway@anytimetowing.com.au)

If a vehicle is towed, Anytime Towing will charge from \$440 to release the vehicle. There is also a \$50 a day storage charge for the vehicle. To have your vehicle released it is the owner's responsibility to call the number above. You will need to pick up your vehicle from Anytime Towing's depots which are located in Mornington, Dandenong and Altona.

If the above procedures are followed this will not lead to genuine visitor's cars being towed away.

It will also be mandatory to contact our office if you have a visitor staying with you for more than three consecutive days which often occurs at certain times during the year. Provide us with their vehicle details and we will ensure that in these instances these vehicles will not get towed. If these details are not provided to our office, we have the right to deny visitors from utilising these spaces. Longer term visitors will need approval from our office and is at the discretion of the current committee of management.

#### **SPEEDING:**

For the safety of all residents at your complex (in particular young children) we ask that both residents and visitors vehicles please adhere to the **10 kph** speed limit while driving within the complex.

#### **REFUSE COLLECTION:**

For both hygiene and safety reasons, please make sure all emptied *Refuse Bins* are removed from the bin collection areas on the **same day** as collections take place and that all Bins are then placed or stored **out of sight from the common area**. The Owners Corporation Management wishes to advise that any emptied bins left out at the collection areas for extended periods (48 hours or longer) will be removed from the property without further notice. The cost of any replacement bins required due to the above step will in turn have to be met by the resident concerned. Residents are advised to report to Phase Management regular offenders in this area.

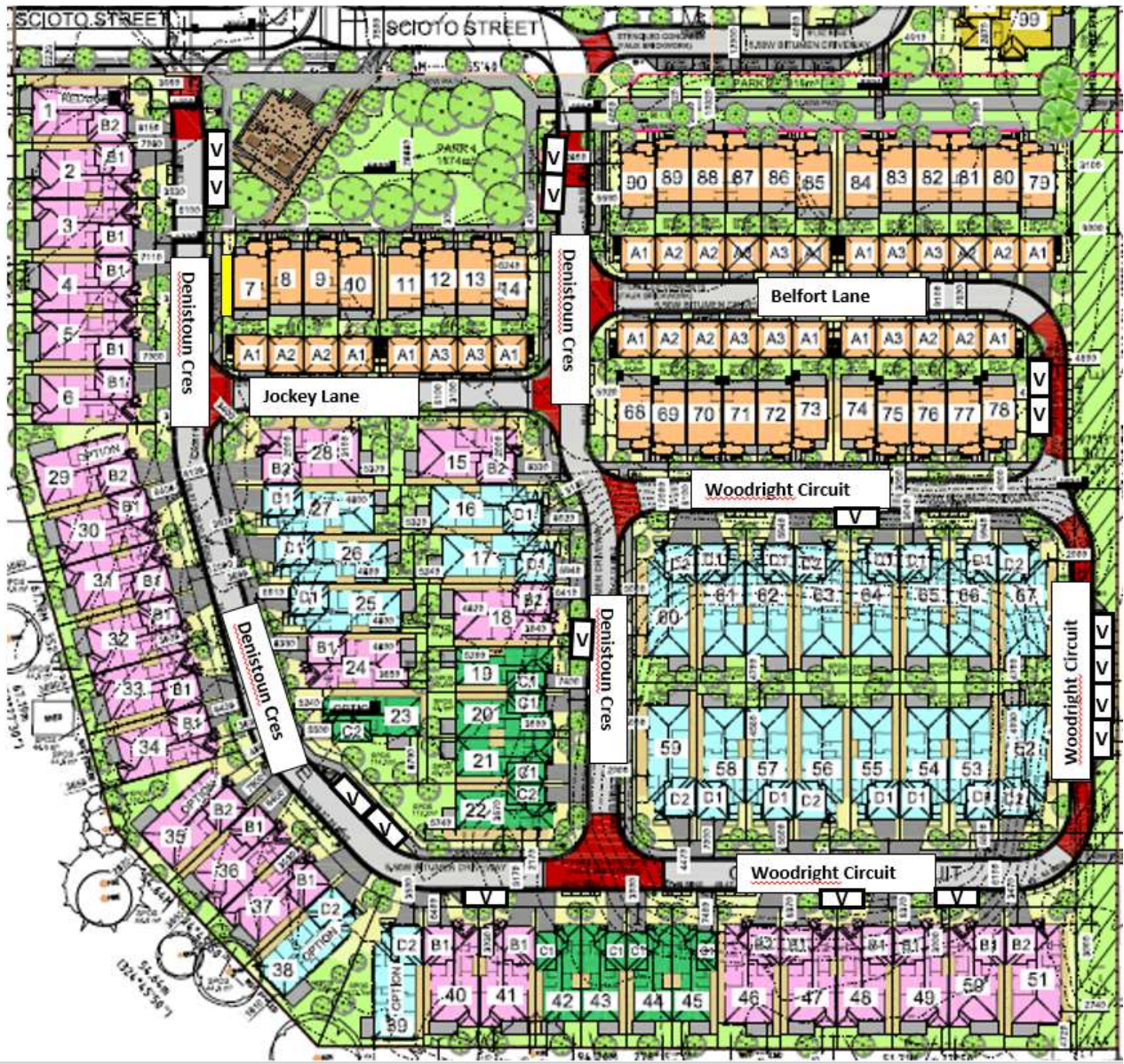
#### **CHANGES VISIBLE FROM COMMON AREA:**

Please also be aware that in accordance with the Owners Corporation Act 2006, **any alteration to any unit visible from Common Area must first have prior approval from the Owners Corporation**. This Rule includes alterations such as garden replanting, garden re-mulching and decorating gardens with items such as pot and statues etc. Since the Common Area is owned by all Owners Corporation Members, this Regulation is designed to be protective rather than restrictive in allowing visible change by allowing a majority of Members or the elected Committee of Management to decide what is best for the complex as a whole. Any such Application for alteration works should be forwarded to our office in written form, clearly outlining the details of the proposed alterations.

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**ABN:** 65 081 576 847



White boxes with a letter V denote the 17 visitor parking spaces. These are for GENUINE visitors only.

Yours sincerely - Scott Elliott - **Owners Corporation Manager**

**PSM Owners Corporation**

**A:** PO Box 137, Mount Eliza, VIC 3930 **P:** 03 9775 4676 **E:** [info@psmoc.com.au](mailto:info@psmoc.com.au)

**ABN:** 65 081 576 847

20 December 2017

Dear Owners Corporation Member,

**OCPN: 719439W – situated at Fairways Park Estate (Denistoun Cres, Woodright Circuit, Jockey Lane, Belfort Lane) CRANBOURNE VIC 3977**

**Re: Special ballot regarding the implementation of the towing system on visitors parking and common areas – Ballot results**

The ballot for the special resolution worded '*I approve of the implementation of a towing system at the Fairways Park Estate*' closed on Monday 11 December 2017.

The total number of registered votes being more than 50% of the total lot entitlement forms a quorum and in accordance with the Owners Corporation Act 2006, Part 4, Section 97, Sub-section 1, the ballot is passed as an interim special resolution.

The total lots at the complex are **90 units**, with **55 units** voting in favour of the implementation of the towing system and **9 units** voting against. 26 units failed to register a vote.

In accordance with the Owners Corporation Act 2006, Part 4, Section 97, Sub-section 5, the interim special resolution will be passed on 9 January 2018 unless lots owners who hold more than 25% of the total votes for all the lots affected by the Owners Corporation petition Phase Management against the resolution.

If you have any questions regarding this, please contact our office to discuss.

Kind regards

**Scott Elliott**  
**Owners Corporation Manager**

**Phase Strata Management**

PO Box 137, Mount Eliza, VIC 3930 **T:** 03 9775 4676 **F:** 03 9775 4646 **E:** [info@phasemanagement.com.au](mailto:info@phasemanagement.com.au)

**ABN:** 56081576847

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 February 2025 04:39 PM

## PROPERTY DETAILS

Address: **20 DENISTOUN CRESCENT CRANBOURNE 3977**  
Lot and Plan Number: **Lot 32 PS719439**  
Standard Parcel Identifier (SPI): **32\PS719439**  
Local Government Area (Council): **CASEY**  
Council Property Number: **130859**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 133 D5**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

[Planning Scheme - Casey](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

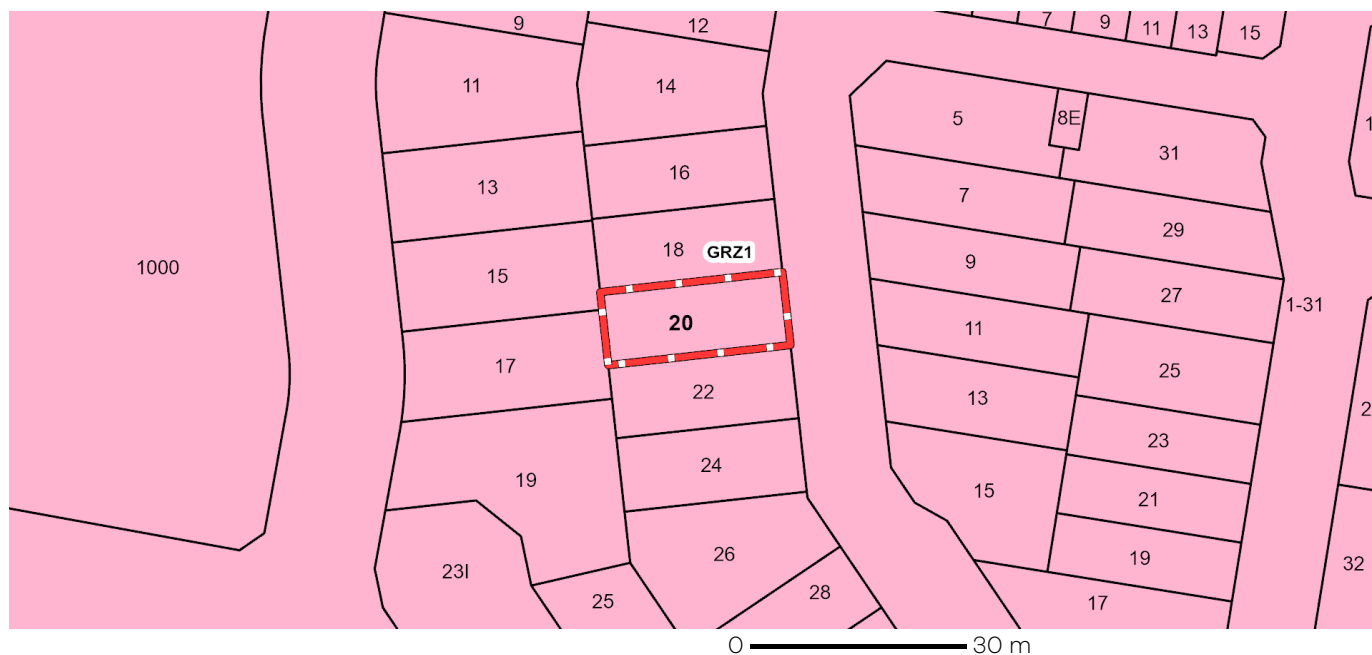
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



**GRZ - General Residential**

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.delwp.vic.gov.au/disclaimer>

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

## Planning Overlay

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 12 \(DPO12\)](#)



 DPO - Development Plan Overlay

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

## Further Planning Information

Planning scheme data last updated on 05 February 2025.

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

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

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

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

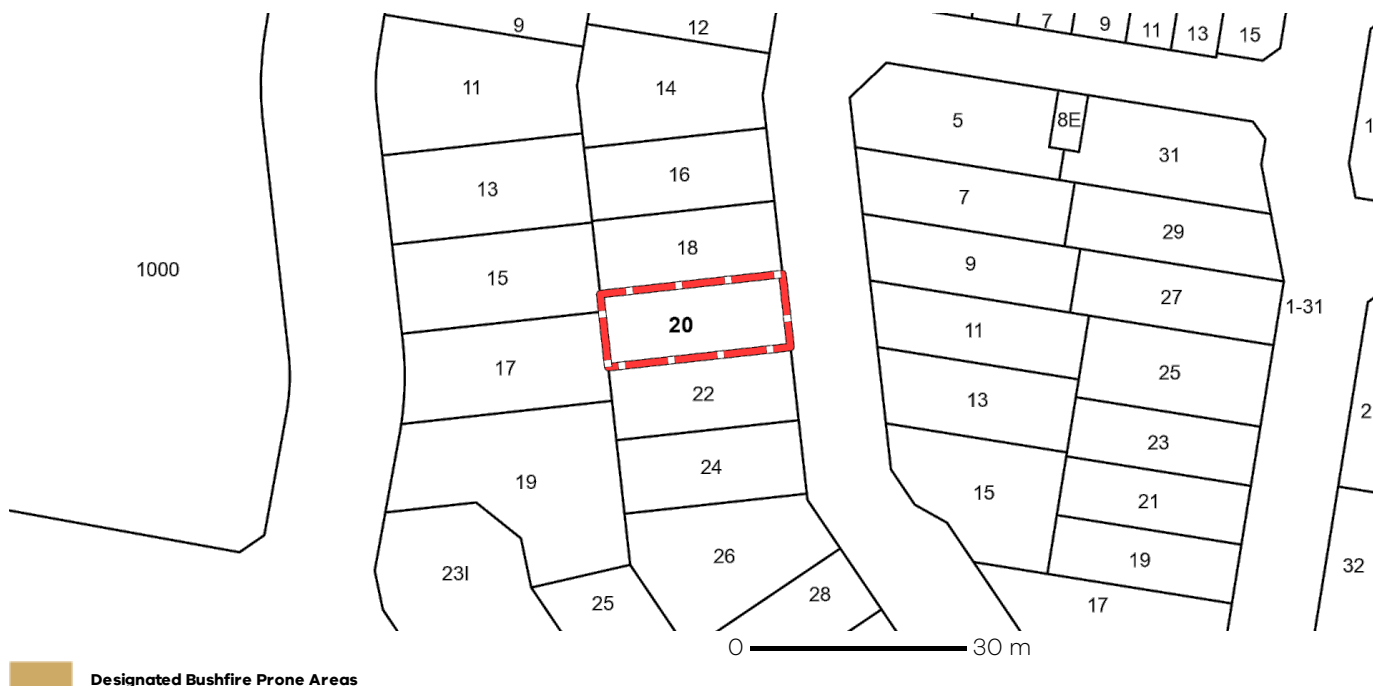
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 05 February 2025 04:42 PM

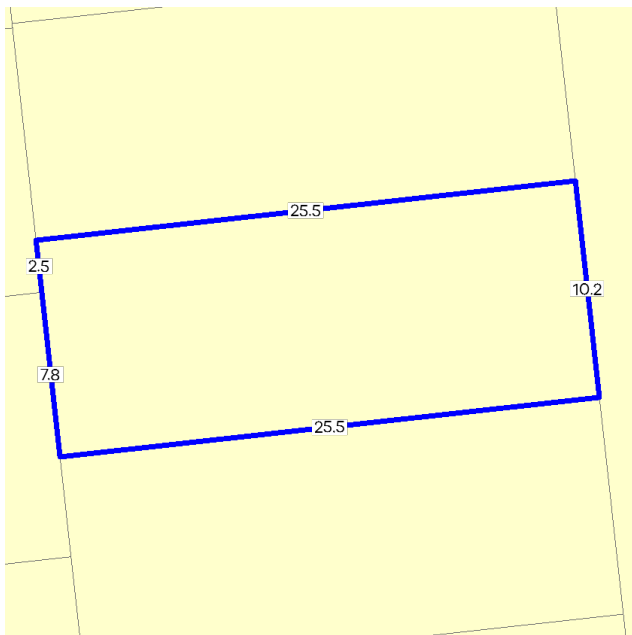
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Lot and Plan Number: **Lot 32 PS719439**  
Standard Parcel Identifier (SPI): **32\PS719439**  
Local Government Area (Council): **CASEY**  
Council Property Number: **130859**  
Directory Reference: **Melway 133 D5**

[www.casey.vic.gov.au](http://www.casey.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 261 sq. m

**Perimeter:** 71 m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

## Area Map

