



Contract of Sale for

Unit 6, 104 Broderick Road CARRUM DOWNS VIC 3201

Ramachandra Rao Manchikanti
(Vendor)

and

(Purchaser)

Professional Conveyancing Services
Licensed Conveyancers
7 Akarana Road, Chirnside Park 3116
Tel: +61 3 9803 7866
pcs@proconvey.com.au
www.proconvey.com.au
Ref: 26/06545



The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms and order of priority of this contract are contained in the following:

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

IMPORTANT NOTICES TO PURCHASERS

COOLING-OFF PERIOD (Section 31 Sale of Land Act 1962)

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY "OFF THE PLAN"

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

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

SIGNING OF THIS CONTRACT

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

The Purchaser should ensure that prior to signing this contract, they have received a copy of the Statement required by section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act and a full copy of the terms of this contract and any special conditions.

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**.

EXECUTION BY PARTIES

SIGNED BY FIRST PURCHASER on/...../202.....

Print name of person signing:

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

SIGNED BY SECOND PURCHASER on/...../202.....

Print name of person signing:

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

This offer will lapse unless accepted within [] clear business days

SIGNED BY FIRST VENDOR..... on/...../202.....

Print name of person signing

Ramachandra Rao Manchikanti

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

PARTICULARS OF SALE

**REAL ESTATE AGENT
& STAKEHOLDER** **O'Brien Real Estate**
463 Nepean Highway CHELSEA 3196
Tel: 03 9772 7077 Ref: Jo Barclay Email: jo.barclay@obre.com.au

**VENDOR'S
CONVEYANCER** **PROFESSIONAL CONVEYANCING SERVICES**
7 Akarana Road, Chirnside Park 3116
Tel: 9803 7866 Ref: 26/06545 Email: bre@proconvey.com.au

**PURCHASER'S
REPRESENTATIVE** of
Tel: Ref: Email:

VENDOR **Ramachandra Rao Manchikanti**
of 48 Kyarra Road GLEN IRIS VIC 3146

PURCHASER
of

**DESCRIPTION
OF LAND** Lot 6 on Plan of Subdivision No. 630805 and being the land
described in the folio of the Register Volume 11264 Folio 464

**PROPERTY
ADDRESS** known as Unit 6, 104 Broderick Road CARRUM DOWNS VIC 3201
with any improvements thereon

GOODS all fixed floor coverings, window furnishings, electric light fittings
and all fixtures and fittings of a permanent nature

PAYMENT
Price \$

Deposit \$ 10% on the signing hereof

Balance \$ inclusive of GST (if applicable)
=====

SETTLEMENT is due on the day of 202__ or earlier by agreement

AT WHICH TIME the purchaser is entitled to vacant possession of the property unless the words "subject to Lease" appear in this box in which case refer to general condition 1.1

TOGETHER WITH any unregistered or appurtenant easements and to all conditions attaching thereto and in particular subject to the lot entitlement and lot liability set out on the Registered Plan, the model rules in the Owners Corporation Act 2006, any by-laws or rules notified to the Registrar of Titles and referred to in the Plan (as amended from time to time) and any easement expressed or implied which affects the lot or lots hereby sold created by virtue of the Subdivisions Act 1988

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

SPECIAL CONDITIONS

**LOAN (refer to General
Condition 14)** The following details apply if this contract is subject to a loan being approved:
Lender:
Loan Amount:
Approval Date:

☐ Subject to a Building and/or Pest Inspection if this box is checked. Refer Special Condition 6.

WHERE A PURCHASER IS A CORPORATION ALL DIRECTORS OF THE PURCHASER CORPORATION IS REQUIRED TO EXECUTE THIS GUARANTEE & WARRANTY

GUARANTEE & WARRANTY

I/We *[insert name and address]*

(hereinafter called the "Guarantors") **IN CONSIDERATION** of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions contained therein **DO HEREBY** 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 or residue of the purchase money or interest or any other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the purchaser, I/we will forthwith 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 hereby 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 & Warranty shall be a continuing Guarantee and Warranty 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 being 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 us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the day of 202____

SIGNED SEALED AND DELIVERED by the
first Guarantor in the presence of :

Witness :

SIGNED SEALED AND DELIVERED by the
second Guarantor in the presence of :

Witness :

SPECIAL CONDITIONS

Whole Agreement

1. The vendor and the purchaser agree that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the property. In particular, it is agreed as follows:
 - (a) No other conditions, stipulations, agreements or provisions whether in respect of the property or otherwise are to be implied into this Contract or arise between the parties by way of a collateral or other agreement.
 - (b) All previous negotiations, representations, warranties, arrangements and statements (if any) whether express or implied with reference to the subject matter of this Contract or the intentions of either of the parties are merged in this Contract or otherwise are hereby excluded, negated and cancelled.
 - (c) No employee, agent, consultant or professional adviser of the vendor has or had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor which is not stated in this Contract.
 - (d) To the extent that any term or condition implied by law may be excluded such term or condition is hereby excluded and does not form part of this Contract.
 - (e) The purchaser has received the vendor's Section 32 Statement and been made aware of a range of issues that may affect the property through the Due Diligence Checklist produced by Consumer Affairs Victoria prior to signing this contract.

Electronic Conveyancing

2. Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC"

EC

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that 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*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
 - (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred; or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
- 2.11 If the purchaser does not proceed to settle on the time nominated by the vendor as set out in SC2.5, the purchaser is deemed to be in default of the contract terms unless the vendor provides written notice in writing to the contrary. The purchaser must pay to the vendor on demand any interest and expenses set out in GC 26 of this Contract and the exercise of the vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the vendor under this Contract or otherwise

Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 3.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 3.4 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.
- 3.5 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 in this special condition; and
 - (b) ensure that the representative does so.
- 3.6 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 special 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 special condition; despite:
 - (i) any contrary instructions, other than from both the purchaser and the vendor; and
 - (ii) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 3.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 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.
- 3.9 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 of *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.
- 3.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Deposit Stakeholding & Section 27

4. The purchaser hereby acknowledges being given at the time of signing this Contract a notice in writing pursuant to Section 27 of the Sale of Land Act 1962 ("SLA") setting out the particulars specified in sub-sections (3)(a) and (3)(c). The vendor may, if no written objection is received in accordance with Section 27(6) of the SLA and without the consent from the purchaser, authorise the stakeholder to release deposit moneys pursuant to Section 27(7) of the SLA. Where the Purchaser has been given accurate details of the particulars, the purchaser must not make any objection if the relevant evidence is supplied and the deposit money is released at the expiration of 28 days of receiving the particulars. The purchaser will have made a default under the terms of the contract should the deposit moneys not be released or the release is delayed by the stakeholder, if the purchaser acts contrary to Section 27(7) of the SLA. The purchaser shall be deemed in default from the day the deposit release is requested until the day it is released to the Vendor at which time the vendor is entitled to reasonable costs for the default and any interest due on the unpaid deposit withheld, at a rate of Interest of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** during the period of withholding and default, without affecting any other rights of the vendor. This is an essential term of the contract.

GST Withholding

5. In accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* the vendor warrants that at settlement, the property is not new residential premises or potential residential land and as such the purchaser will not be required to make a payment under section 14-250 in respect of the supply.

Building and/or Pest Inspection Report

6. If the relevant box in the Particulars of Sale is checked, then this Contract is conditional upon the Purchaser obtaining a report from a person independent of the Purchaser who is appropriately qualified and experienced for building and/or termite inspections (that is, to be a registered or licenced practitioner) within 5 business days of the date of the acceptance of the purchasers' offer by the vendor. To be clear, appropriately qualified is to be a registered building practitioner or licenced pest inspector.

If the report reveals a major structural defect or evidence of active termite infestation to the buildings, the Purchaser may end this Contract, but only if the Purchaser is not in default under any other Condition or Term of this Contract and serves written notice to the Vendor's Conveyancer together with a copy of the report within 5 business days of the date of the contract. All monies must be refunded to the Purchaser if the Contract is ended. The vendors shall permit the purchasers' builder immediate access to the land and improvements for the purpose of preparing the report.

Purchaser as trustee

- 7 If a Purchaser or a nominee of a Purchaser enters into this Contract or is nominated as substituted by a Purchaser in its capacity as a trustee of any trust (Purchaser Trust) then the Purchaser and the nominee covenants and warrants to the Vendor that:-
- 7.1 The Purchaser or Nominee Purchaser is the only trustee of the Purchaser Trust and no action has been taken, nor to the best of the Purchaser's knowledge, is proposed to remove it he/she/it as trustee of the Purchaser Trust;
- 7.2 The Purchaser or Nominee Purchaser must provide to the Vendor a true and correct, up to date and complete copy of the trust deed which discloses all of the terms of the Purchaser Trust, not less than 10 business days after the date of the contract.
- 7.3 The Purchaser or Nominee of the Purchaser is complying in all material respects with the terms of the Purchaser Trust;
- 7.4 The Purchaser or Nominee has the power and authority under the terms of the trust deed which creates the Purchaser Trust to enter into and perform the terms and conditions of this Contract; and
- 7.5 The Purchaser or Nominee has the power and authority under the terms of the trust deed creating the Purchaser Trust to enter into and perform this Contract.;
- 7.6 The entry into and performance of this Contract is for the benefit of the beneficiaries of the Purchaser Trust;
- 7.7 He/She/It has a right to be fully indemnified out of the trust assets of the Purchaser Trust in respect of all of its obligations and liabilities incurred by him/her/it under this Contract.
- 7.8 Pending Settlement, the Purchaser and Nominee will not:
- (a) resign as trustee of the Purchaser Trust or willingly permit any substitute or additional trustee to be appointed;
 - (b) do anything which affects or facilitates the variation of the terms of the Purchaser Trust;
 - (c) willingly do anything which affects or facilitates the variation of the terms of the Purchaser Trust;;
 - (d) vest or distribute or advance any property of the Purchaser Trust to any beneficiary or sell any of the property of the Purchaser Trust except in the ordinary course; or
 - (a) willingly do anything which affects or facilitates the resettlement of the Purchaser Trust funds.

Capacity

- 8 The Purchaser warrants to the Vendor that:
- a. the Purchaser has full legal capacity and power to enter into, exercise its rights and observe its obligations under this Contract;
 - b. the Purchaser has in full force and effect the authorisations necessary to enter into this Contract, exercise its rights and observe its obligations under this Contract and to allow this Contract to be enforced;
 - c. the Purchaser's obligations under this Contract are valid and binding and are enforceable against it in accordance with their terms; and
 - d. this Contract does not contravene the Purchaser's constituent documents (where the Purchaser is incorporated) or any of its obligations or undertakings by which it or any of its assets are bound.

Severance

9. Each term condition and other stipulation in this contract is separate and independent and shall be so construed and interpreted and shall be deemed to be severable.

Merger

- 10 Any provision of this contract, to the extent that any of them require to be complied with after the settlement shall not merge in the transfer of the property and shall continue to bind the Vendor and the Purchaser

GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

- 6.1 The Transfer of Land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. However, if the purchaser fails to do so, the vendor may elect to prepare the Transfer of Land instrument in its absolute discretion and the vendor's Legal Representative will advise the purchaser of its intention to do so. The purchaser must immediately provide all information necessary to complete the instrument of Transfer. The purchaser must promptly execute the Transfers of Land instrument and promptly return it to the Vendor's Conveyancer. The delivery of the transfer of land document is not acceptance of title.
- 6.2 The Vendor will commence the electronic document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the Vendor and will provide an invitation to the Purchaser to complete the Transferee's portion of the form at least 5 days before settlement.

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

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

9. Purchaser Warranties

- 9.1 The purchaser acknowledges that the vendor has not, nor has anyone on the vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the purchaser expressly releases the vendor and/or the vendor's Agents from any claims demands in respect thereof.
- 9.2 The property is purchased subject to any restrictions on its use imposed by the Planning and Environment Act or otherwise. The vendor has not made and shall not be construed as having made any representation or warranty that:
- (a) the property is suitable for any purpose which the purchaser may have indicated is its intention to pursue;
 - (b) that any permit of any nature whatsoever has been obtained or is available from any relevant authority;
 - (c) that the vendor's existing or past uses of the Property complied with any planning controls.
- Prior to entering into this Contract the purchaser has made its own enquiries and investigations as to the use to which the property may be put and the purchaser relied entirely on the result of its investigations and on its own judgement in entering into this Contract.

MONEY

10. Settlement

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 10.4 If settlement does not take place in accordance with this condition, then settlement shall be deemed to take place on the next business day and the purchaser will be taken to have made default in respect of the contract terms.

11. Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent or the Vendor's deposit stakeholder; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, that sufficient moneys are available to discharge any debts against the property
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962 (SLA)** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the Purchaser is deemed by Section 27(7) of the SLA to have given deposit release authorization, the Purchaser is deemed to have accepted title.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However, the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given and
 - (e) provides written proof to the vendor's satisfaction from the lender refusing the loan, verification that the purchaser has applied for finance in accordance with this condition and the Particulars of Sale
- 14.3 If the purchaser does not comply with General Condition 14.2, the purchaser shall be deemed to have obtained loan approval within 2 days of the Approval Date when such written notice is to be given and this Contract shall be deemed to be unconditional in respect of finance.
- 14.4 All money must be immediately refunded to the purchaser if the contract is ended in accordance with General Condition 14.2.

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (c) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by –
- (a) post is taken to have been served 4 business days after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner or conveyancer.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract. Any such nomination must be in writing and forwarded to the vendor's Conveyancer and effected to the satisfaction of the vendor's Conveyancer no later than 21 days prior to settlement.

19. Liability of signatory

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

20. Guarantee

In the event the purchaser or a nominee of a purchaser is a corporate entity then the Director/s signing on behalf of the Corporate purchaser and the nominee shall execute the Contract and Director's Guarantee and Warranty and each warrants that same is done lawfully in accordance with the Articles of Association of the purchaser or nominee company and further causes either the Sole Director or at least two Directors of the purchaser or nominee company to execute the Guarantee and Indemnity annexed hereto.

21. Notices

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

22. Inspection

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

23. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements with the Act have been observed and the Purchaser is free to enter into this contract. The Purchaser acknowledges that in the event that this warranty is untrue in any respect the purchaser hereby indemnifies the Vendor against any loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss. Any loss occasioned by a breach of this warranty shall form the basis of damages recoverable from the Purchaser.

24. Loss or damage before settlement

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

25. Breach

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Foreseeable loss claims & penalty interest

The vendor gives notice to the purchaser that in the event the purchaser makes a default under any condition of the contract or fails to complete the purchase of the property on the due date specified in the contract or any such other date as mutually agreed upon, the purchaser will pay to the vendor interest on any moneys or the balance owing under the contract of sale or as the case may be, at the rate of twelve per centum (12%) per annum on the money so owing, withheld by the Purchaser or overdue to the Vendor as a result of the Purchaser's action without affecting any other rights of the Vendor. The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing. Further the Purchaser must pay to the Vendor on demand the following expenses and the exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise:-

- (a) all costs incurred by the vendor associated with bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance.
- (b) interest payable by the vendor under any existing mortgage over the property calculated from the due date.
- (c) accommodation expenses necessarily incurred by the vendor.
- (d) additional costs and expenses as between the vendor and the vendor's representative on a solicitor/conveyancer and own client basis
- (e) any costs, expenses, penalties and interest, incurred by the vendor as a result of funds not being received when they are entitled to be paid and received.
- (f) any costs, expenses, penalties and interest, incurred by the vendor to a third party through any delay in completion of the Vendor's purchase
- (g) rebooking fees and settlement fee payable to the vendor's representative in the sum of \$110.00 plus any such fees levied by the vendor's mortgagee and third parties.
- (h) Costs on a default notice or rescission notice agreed at \$550.00 inclusive of GST on any notice.

27. Default notice

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the agreed costs and interest are not paid by the end of the period in the default notice.

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

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

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

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

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



**STATEMENT BY VENDOR TO A PURCHASER OF REAL ESTATE PURSUANT
TO SECTIONS 32 & 27 OF THE SALE OF LAND ACT 1962 (“SLA”)**

VENDOR **Ramachandra Rao Manchikanti**

PROPERTY **Unit 6, 104 Broderick Road CARRUM DOWNS VIC 3201**

1. FINANCIAL MATTERS (32A SLA)

The total amount of rates and charges, (excluding GST and any water/sewerage usage/disposal charges) or other similar charges including any Owners Corporation charges, AND any interest payable on them are as set out below and attached.

Authority	Amount	Interest
1. Council	\$2,016.50	Nil– Any to be repaid at settlement
2. Water/Sewerage Authority	Refer attached.	Nil– Any to be repaid at settlement
3. Owners Corporation	Refer attached.	Nil– Any to be repaid at settlement
4. Land Tax	Refer attached.	Nil- Any to be repaid at settlement.

Any amounts the Purchaser may become liable as a consequence of this purchase are the usual rates & outgoings, water and sewerage services, usage and disposal charges, GST if provided by the contract and Growth Areas Infrastructure Contribution (GAIC) if applicable. If the Vendor is liable to pay any property taxes prior to 31 December in the contracted year when settlement was due but for the failure of the Purchaser to settle on the due date, then the Vendor is entitled to charge as damages due to the default, recovery of any property taxes if the settlement rolls over to the following tax year from the Purchaser as foreseeable losses raised in the following year after the original settlement date.

The land is not within a tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024**. The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land: See attached State Revenue Office Property Certificates

2. INSURANCE DISCLOSED (32B SLA)

The Purchaser is hereby notified of the following building replacement insurance held by the Vendor for the buildings on the land:- Refer Owners Corporation Certificate/Information Statement.

Where the property includes a residence, the following details of Insurance during the past six years under Section 137B of the **Building Act 1993** are as follows :- Not applicable

3. LAND USE (32C SLA)

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) is set out in the attached copies of title documents, Plan of Subdivision, Water Information Statement. There has been no existing failure to comply with their terms. Sewers/drains, electricity, gas and telephone lines/cables may be laid outside registered easements.

Planning: See attached Reports

This property is not within a designated bushfire prone area within the meaning of the regulations made under the **Building Act 1993**. Special bushfire construction requirements do not apply

There is access to the property by road.

4. NOTICES MADE IN RESPECT OF THE LAND (32D SLA)

There is no notice, order declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the property of which the Vendor might reasonably be expected to have knowledge unless otherwise as attached to this statement.

There is no notice, 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 unless otherwise as attached to this statement.

There is no notice of intention to acquire the property served under Section 6 of the Land Acquisition and Compensation Act 1986 unless otherwise as attached to this statement.

Many municipalities have identified areas designated as subject to “termite infestation” pursuant to Regulation 803 of the ***Building Regulations 2006***.

The Vendor has no means of knowing all decisions of public authorities and government departments affecting the property unless communicated directly to the Vendor.

5. BUILDING PERMITS (32E SLA)

Particulars of any building permit issued under the ***Building Act 1993*** in the preceding seven years relating to a residence on the land are:- No such Building permit has been granted

6. OWNERS CORPORATION INFORMATION (32F SLA)

The land **IS** affected by an Owners Corporation within the meaning of the ***Owners Corporations Act 2006*** and **IS ACTIVE**.

The appointed manager for the Owners Corporation is:

Phase Strata Management Owners Corporation
126A Old Mornington Road
Mt Eliza VIC 3930

Attached is a copy of the current owners corporation certificate issued in respect of the land under section 151(4)(a) of the ***Owners Corporations Act 2006*** and a copy of the documents specified in section 151(4)(b) of the ***Owners Corporations Act 2006*** that are required to accompany an owners corporation certificate under that Act.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC) (32G SLA)

There **IS NOT** a work-in-kind agreement (within the meaning of Part 9B of the ***Planning and Environment Act 1987***)

8. SERVICES (32H SLA)

The following services **are not connected** to the land - **Telephone**

Definition – “connected” means a service provided by an authority and operating at the date of this Statement

(Note- The Purchaser will be responsible for arranging the supply of any services not connected to the property at their cost).

9. TITLE EVIDENCE (32I SLA)

Attached reproductions of the following concerning Title under the operation of the ***Transfer of Land Act 1958*** :-

Search Notes of Certificate of Title

Registered Plan

10. MORTGAGES (27 SLA)

The Purchaser is hereby notified of the following Particulars of Mortgages affecting the property and which will be discharged at or prior to settlement:-

Amount Secured by Mortgage does not exceed \$177,620.10 (Credit Limit)

Amount Required to Discharge Mortgage does not exceed \$177,620.10

Amount Required to pay any outstanding rates, taxes or charges due to any statutory body or any other charge or lien for money or money’s worth does not exceed \$6,000

The Mortgage does not provide for any further advances above the credit limit

The Lower rate and default rate of interest payable under the Mortgage does not exceed 14 % pa.

The Amount due under the Mortgage is to be repaid on the settlement date (unless the lender demands early repayment upon any breach of its conditions)

The Vendor is not in default under the Mortgage

The Mortgage Lender is National Australia Bank

The Mortgage Lender has not consented to the Purchaser assuming the Vendor’s obligations under the Mortgage

The Property is not subject to a Caveat lodged against the Title under the Transfer of Land Act 1958

11. DUE DILIGENCE

If the property is vacant residential land or land on which there is a residence, the purchaser is made aware that he/she should consider that a range of issues may affect property or impose restrictions or obligations.

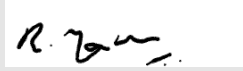
Consumer Affairs Victoria have produced a Checklist and it can be found by visiting

consumer.vic.au/duediligencechecklist

DATED

18/02/2026

Signature of Vendor/s



Ramachandra Rao Manchikanti

The Purchaser acknowledges when signing this document that they have had the opportunity to read this document and understand its contents.

Signature of Purchaser/s

DATED

/ /

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

Page 1 of 2

VOLUME 11264 FOLIO 464

Security no : 124131636301S
Produced 27/01/2026 02:41 PM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 630805R.
PARENT TITLE Volume 11264 Folio 204
Created by instrument PS630805R 12/04/2011

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RAMACHANDRA RAO MANCHIKANTI of 48 KYARRA ROAD GLEN IRIS VIC 3146
AH946799N 13/05/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH946800H 13/05/2011
NATIONAL AUSTRALIA BANK LTD

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
AH837456E 11/03/2011

DIAGRAM LOCATION

SEE PS630805R 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: UNIT 6 104 BRODERICK ROAD CARRUM DOWNS VIC 3201

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS630805R

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS630805R
Number of Pages (excluding this cover sheet)	4
Document Assembled	27/01/2026 14:41

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PLAN OF SUBDIVISION		STAGE No. 	LRS USE ONLY EDITION 1	Plan Number PS630805R
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LOCATION OF LAND PARISH: LYNDHURST TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: _____ CROWN PORTION: 54 (PART) TITLE REFERENCE/S: VOL. 11264 FOL. 204 LAST PLAN REFERENCE /S: PS 630800C (LOT 2) POSTAL ADDRESS: 102 BRODERICK ROAD (At time of subdivision) CARRUM DOWNS 3201 MGA Co-ordinates E 339630 ZONE: 55 (of approx centre of land N 5781130 in plan)	COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: FRANKSTON CITY REF: 7 / 2010 / S / vh - This plan is certified under Section 6 of the Subdivision Act 1988. ~~This plan is certified under Section 11 (7) of the Subdivision Act 1988.~~ ~~Date of original certification under Section 6: / /~~ ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~ OPEN SPACE: (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 ~~has~~ not been made. (ii) ~~The requirement has been satisfied.~~ (iii) ~~The requirement is to be satisfied in Stage No.~~ Council Delegate <i>Johnstone</i> ~~Council Seal~~ Date 28/3/2011 Re-certified under Section 11 (7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /
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VESTING OF ROADS AND/ OR RESERVES	
Identifier	Council/Body /Person
Nil	Nil

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES	NOTATIONS STAGING: This is not a staged subdivision. PLANNING PERMIT No. 544 / 2009 / P DEPTH LIMITATION: DOES NOT APPLY Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings – Median: Boundaries between lots shown thus: <u> M </u> Exterior Face: All other boundaries. SURVEY: This plan is based on survey. This survey has been connected to Permanent Marks No.(s) PM 277, PM 464, PM 1195 & MPDWB 89 / B31 in Proclaimed Survey Area No.52
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EASEMENT INFORMATION					LRS USE ONLY	
LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement R – Encumbering Easement (Road)					STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT RECEIVED ☒ DATE 6 / 4 / 2011	
Easements and Rights pursuant to Section 12 (2) of the Subdivision Act 1988 applies to all the land on this plan.						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited /In Favour of	LRS USE ONLY PLAN REGISTERED TIME 2:03 pm DATE 12 / 4 / 2011 R. W. Grimwood Assistant Registrar of Titles Sheet 1 of 4 Sheets	
E-1	Sewerage	See Plan	PS630800C	South East Water Ltd.		
E-1	Drainage	See Plan	PS630800C	Frankston City Council		
E-2	Drainage	See Plan	PS630800C	Frankston City Council		

PENINSULA SURVEY GROUP P/L LAND DESIGN & DEVELOPMENT CONSULTING SURVEYORS & PLANNERS LEVEL 1, 3 / 18 RANELAGH DRIVE, MOUNT ELIZA 3930 PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 ACN 067 077 614	LICENSED SURVEYOR (PRINT) ALAN L. RUntING SIGNATURE <i>[Signature]</i> DATE 11/3/11 REF : 5621/PS2 VERSION 5
--	---

DATE 28/3/2011 COUNCIL DELEGATE SIGNATURE <i>Johnstone</i> ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

STAGE No.

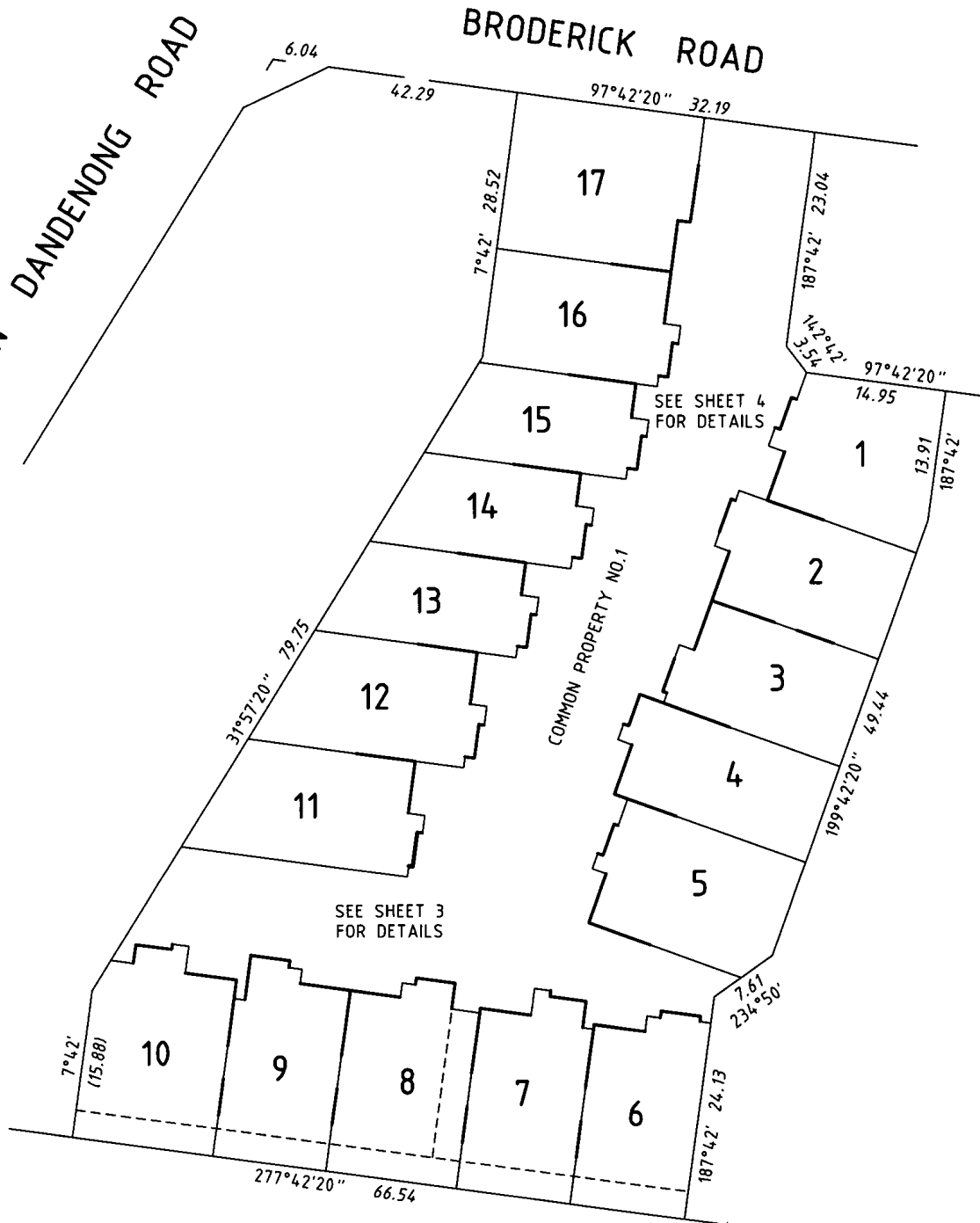
PLAN NUMBER

PS 630805R

M.G.A. ZONE 55

FRANKSTON DANDENONG ROAD

BRODERICK ROAD



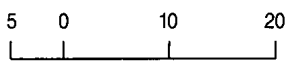
PENINSULA SURVEY GROUP P/L

LAND DESIGN & DEVELOPMENT
CONSULTING SURVEYORS & PLANNERS

LEVEL 1, 3 / 18 RANELAGH DRIVE, MOUNT ELIZA 3930

PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 ACN 067 077 614

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:500

SHEET
SIZE

A3

LICENSED SURVEYOR (PRINT)

ALAN L. RUNITING

SIGNATURE

DATE 11/3/11

REF: 5621/PS2

VERSION 5

Sheet 2

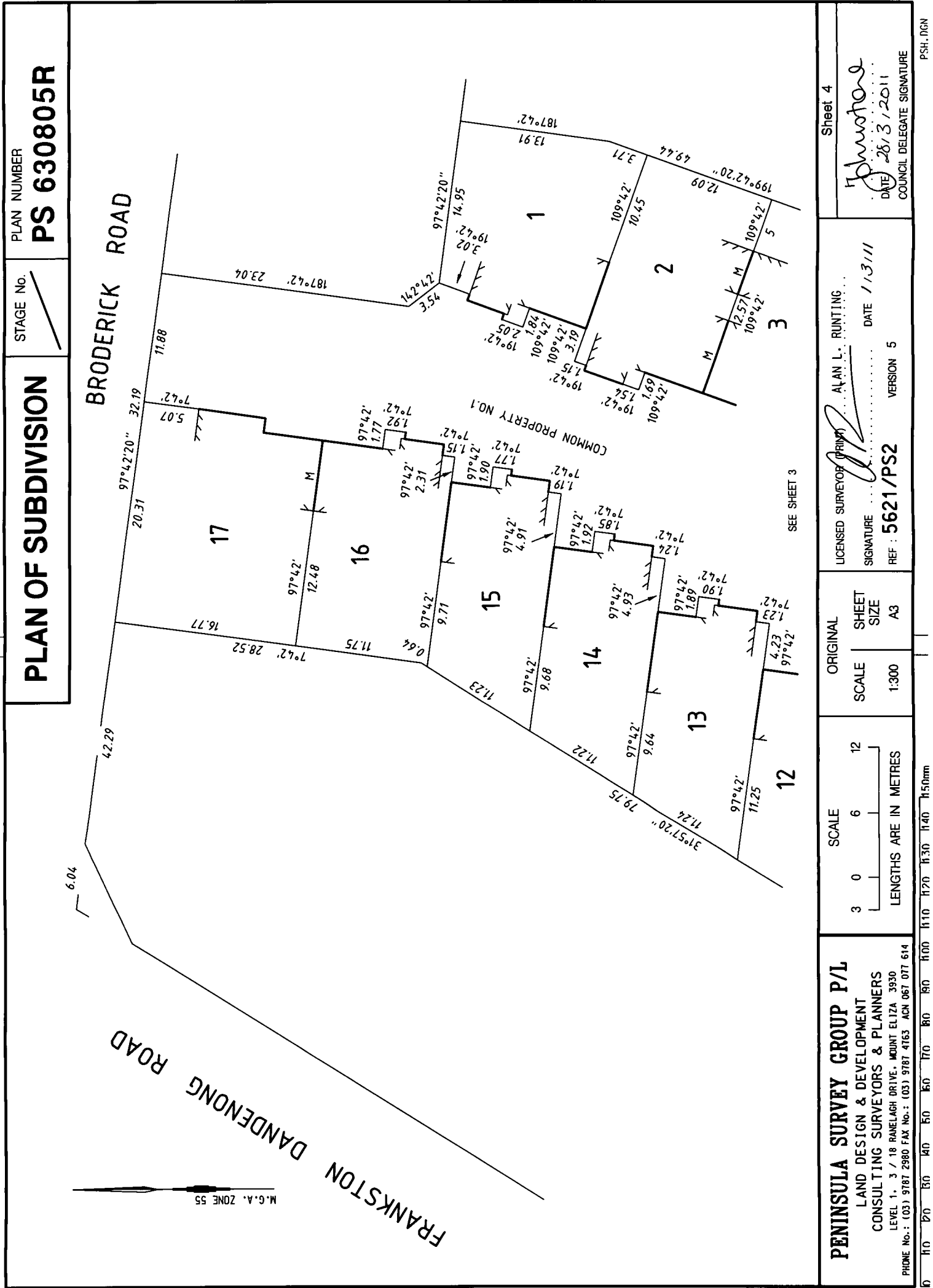
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DATE 28/3/2011

COUNCIL DELEGATE SIGNATURE

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PSV.DGN





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 27/01/2026 02:41:28 PM

OWNERS CORPORATION 1
PLAN NO. PS630805R

The land in PS630805R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 17.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

111 WINONA ROAD MOUNT ELIZA VIC 3930

AY909687M 27/02/2025

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC010483U 12/04/2011

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 27/01/2026 02:41:28 PM

OWNERS CORPORATION 1
PLAN NO. PS630805R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Total	1700.00	1700.00

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

Statement End.

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AH837456E
Number of Pages (excluding this cover sheet)	12
Document Assembled	27/01/2026 14:41

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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

AH837456E

11/03/2011 \$105.20 173



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: MYM:A02C:LGC:5744990
Customer Code: 1167E

The Responsible 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.

Land: part of Certificate of Title Volume 8436 Folio 990 and more particularly being Lot 1 and Lot 2 on the attached plan.

Responsible Authority: Frankston City Council of Davey Street, Frankston, Victoria

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

Date:

9/3/11

Signature for Responsible Authority:

Name of officer:

Position Held:

GEORGE MODRICH
CHIEF EXECUTIVE OFFICER
FRANKSTON CITY COUNCIL
IN THE STATE OF VICTORIA
A SENIOR OFFICER OF THE COUNCIL AS
DEFINED IN LOCAL GOVERNMENT ACT 1989

Sec. 173

Ct. Vol. 8436 Fol. 990 (pt.)

2 16/3/2011

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11/03/2011 \$105.20

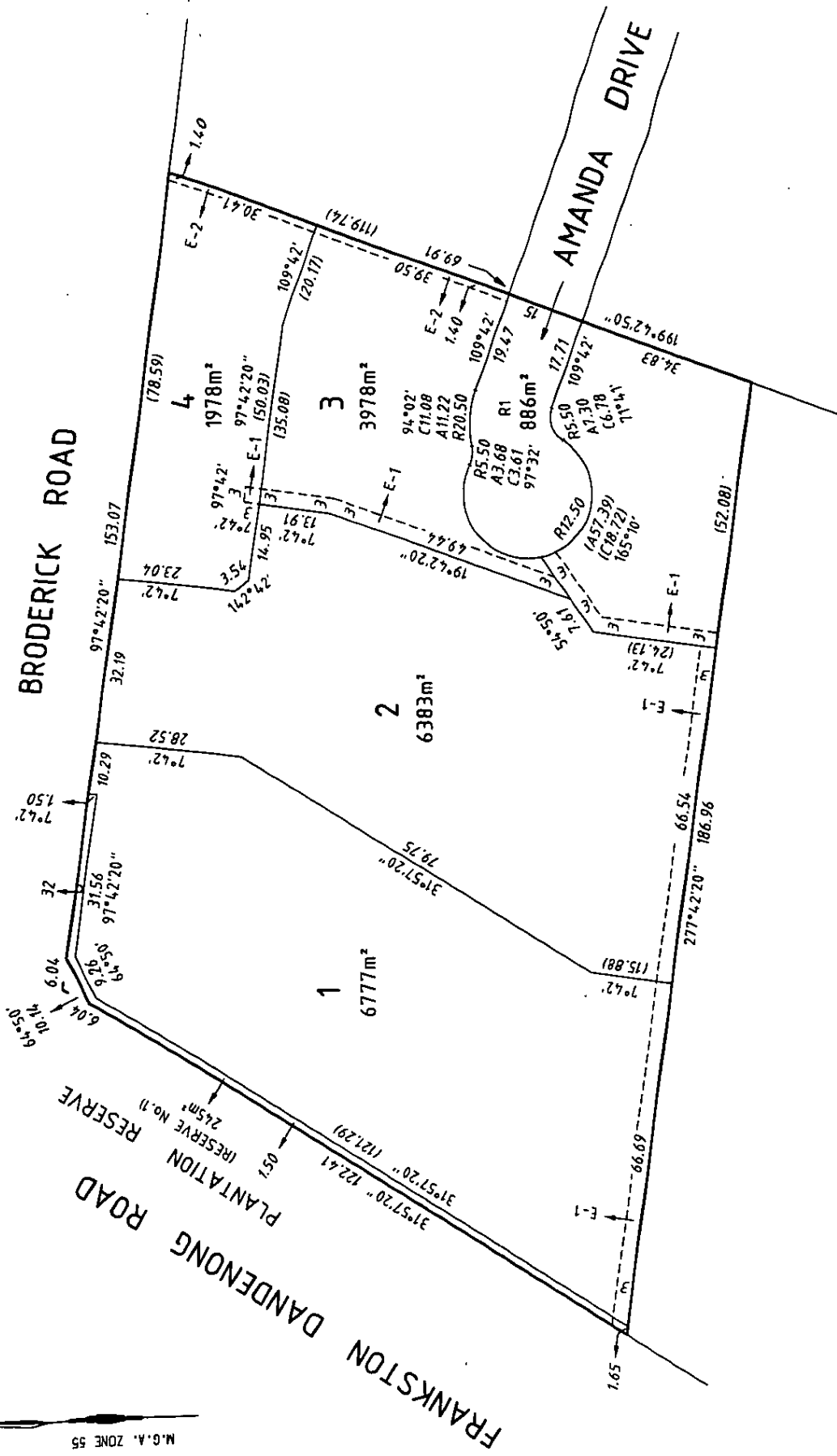
173



PLAN OF SUBDIVISION

STAGE No. _____

PLAN NUMBER _____



PENINSULA SURVEY GROUP P/L LAND DESIGN & DEVELOPMENT CONSULTING SURVEYORS & PLANNERS LEVEL 1, 3 / 18 RAMELACH DRIVE, MOUNT ELIZA 3930 PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763 ACH 067 077 614		SCALE 8 0 16 32 LENGTHS A' IN METRES 150mm	ORIGINAL SCALE 1:800 SHEET A3	LICENSED SURVEYOR (PRINT) ALAN L. RUNITING... SIGNATURE _____ DATE / / VERSION 5 REF: 5621/PS	SHEET 2 OF 2 SHEETS
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PSH.DGN

AH837456E

11/03/2011 \$105.20 173



Date 9 / 03 / 2011



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

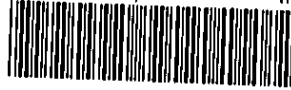
**Subject Land: part of 1305 Frankston Dandenong Road, Carrum Downs (also
known as 102 Broderick Road, Carrum Downs)**

Frankston City Council
and

Broderick Road Properties Pty Ltd
ACN 137 501 056

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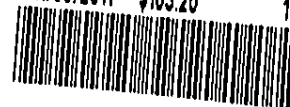
Agreement under section 173 of the Planning and Environment Act 1987

Dated 9 / 03 / 2011

AH837456E

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Parties

Name	Frankston City Council
Address	Davey Street, Frankston, Victoria
Short name	Council

Name	Broderick Road Properties Pty Ltd ACN 137 501 056
Address	Factory 22, 61 Frankston Gardens Drive, Carrum Downs, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued Planning Permit No. 1 and Planning Permit No. 2 requiring the Owner to enter into this Agreement providing for the matters set out in conditions 16 and 21 of Planning Permit No. 1 and conditions 20 and 25 of Planning Permit No. 2.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - E.1 to give effect to Planning Permit No. 1 and Planning Permit No. 2; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

AH837456E



Agreement means this Agreement.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Lot 1 means lot 1 on proposed plan of subdivision 630800C.

Lot 2 means lot 2 on proposed plan of subdivision 630800C.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Owner means the person registered or entitled from time to time to be registered as proprietor 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 Parties to this Agreement.

Planning Permit No. 1 means planning permit No. 380/2009/P, as amended from time to time, issued on 26 February 2010, authorising the subdivision and development of the Subject Land in accordance with plans endorsed by Council.

Planning Permit No. 2 means planning permit No. 544/2009/P, as amended from time to time, issued on 27 May 2010, authorising the subdivision and development of the Subject Land in accordance with plans endorsed by Council.

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

Subject Land means part of the land situated at 1305 Frankston Dandenong Road, Carrum Downs (also known as 102 Broderick Road, Carrum Downs) being part of the land referred to in Certificate of Title Volume 8436 Folio 990 and more particularly being Lot 1 and Lot 2 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;



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- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Owner's specific obligations

3.1 Compliance with Planning Permit No. 1 and Planning Permit No. 2

3.1.1 Except with Council's prior written consent the Owner:

- (a) may only develop Lot 1 in accordance with Planning Permit No. 1 and the conditions of that planning permit; and
- (b) must not, upon completing the development in accordance with Planning Permit No. 1, alter or extend or otherwise change the development.

3.1.2 Except with Council's prior written consent the Owner:

- (a) may only develop Lot 2 in accordance with Planning Permit No. 2 and the conditions of that planning permit; and
- (b) must not, upon completing the development in accordance with Planning Permit No. 2, alter or extend or otherwise change the development.

3.2 Expiry of Planning Permit No. 1 and Planning Permit No. 2

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if Planning Permit No. 1 or Planning Permit No. 2 expires, is cancelled or otherwise ceases to operate.

3.3 Garbage, Recycling and Green Waste Removal

If at any time Council takes responsibility for any garbage, recycling or waste disposal from the Subject Land the Owner must:

- 3.3.1 permit Council, its agents, servants, workmen, contractors or relevant service authorities at any time after giving written notice to the Owner, to enter into and upon the Subject Land for the purpose of enabling Council to undertake its garbage, recycling or green waste collection services without any liability whatsoever;
- 3.3.2 indemnify and keep indemnified Council, its employees, contractors and agents from and against all costs, expenses, losses, damages whatsoever which Council, its employees, contractors and agents may sustain incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim arising from any damage caused to any property, structure or privately owned infrastructure by garbage, recycling or green waste collection service vehicles on the Subject Land. This includes any claim in negligence or any claim arising from a personal injury by any person howsoever arising from any damage caused to any

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property, structure or privately owned infrastructure by garbage, recycling or green waste collection service vehicles on the Subject Land.

4. Owner's further obligations

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner must:

- 4.2.1 do all things necessary to give effect to this Agreement;
- 4.2.2 consent to Council applying to the Registrar of Titles to record this Agreement 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:
- (a) signing any further agreement, acknowledgment or document; and
 - (b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5. Agreement under section 173 of the Act

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 in accordance with section 173 of the Act.

6. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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8. General matters

8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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10. Ending of Agreement

- 10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

AH837456E

11/03/2011 \$105.20 173



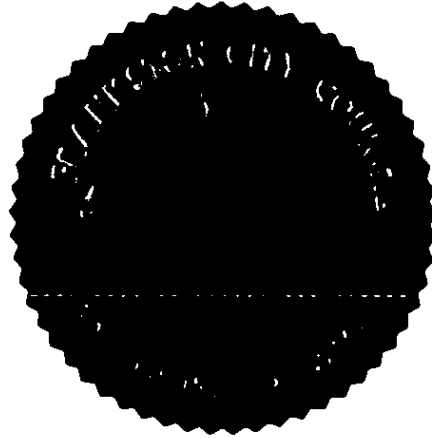
AH837456E



Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the Frankston City Council was affixed in the presence of -



.....
Councillor

.....
Chief Executive Officer

Executed by Broderick Road Properties Pty Ltd ACN 137 501 056 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:

.....
Director

Daryl Edward Henwood
Full name **7 Denistoun Ave,**
Mt Eliza 3930

.....
Usual address

.....
Director (or Company Secretary)

Alexander McIntosh Davidson
Full name **Apt 2001/20 Rakaia Way**
Docklands 3008

.....
Usual address

Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under Instrument of mortgage No. AH088755R 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.

.....
EXECUTED for and on behalf of
ST. GEORGE BANK - A DIVISION
OF WESTPAC BANKING
CORPORATION ABN 33 007 457
141 by its attorney under power of
attorney dated 17 January 2001 a
certified copy of which is filed in
Permanent Order Book No 277 Page
016 in the presence of:

.....
Witness (Signature)
JENNIFER RUTTER

[5744990: 7659306_1]
.....
Name of Witness (Print)

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney.

.....
Name: **LENG LIM**
Tier: **Tier Three Attorney**

AH837456E

11/03/2011 \$105.20 173



Purchaser's Consent

BRP Group Pty Ltd ACN 120 879 316 as purchaser of the Subject Land consents to the Owner entering into this Agreement.

Executed by BRP Group Pty Ltd ACN 120 879 316 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:

Director

Daryl Edward Henwood
Full name **7 Denistoun Ave,**
Mt Eliza 3930

Usual address

Director (or Company Secretary)

Alexander McIntosh Davidson
Full name **Apt 2001/20 Rakaia Way**
Docklands 3008

Usual address

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1217970

APPLICANT'S NAME & ADDRESS

PROFESSIONAL CONVEYANCING SERVICES PTY LTD C/-
LANDATA
DOCKLANDS

VENDOR

NA, NA

PURCHASER

NA, NA

REFERENCE

6545 Manchikanti

This certificate is issued for:

LOT 6 PLAN PS630805 ALSO KNOWN AS 6/104 BRODERICK ROAD CARRUM DOWNS
FRANKSTON CITY

The land is covered by the:

FRANKSTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/frankston>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

27 January 2026

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

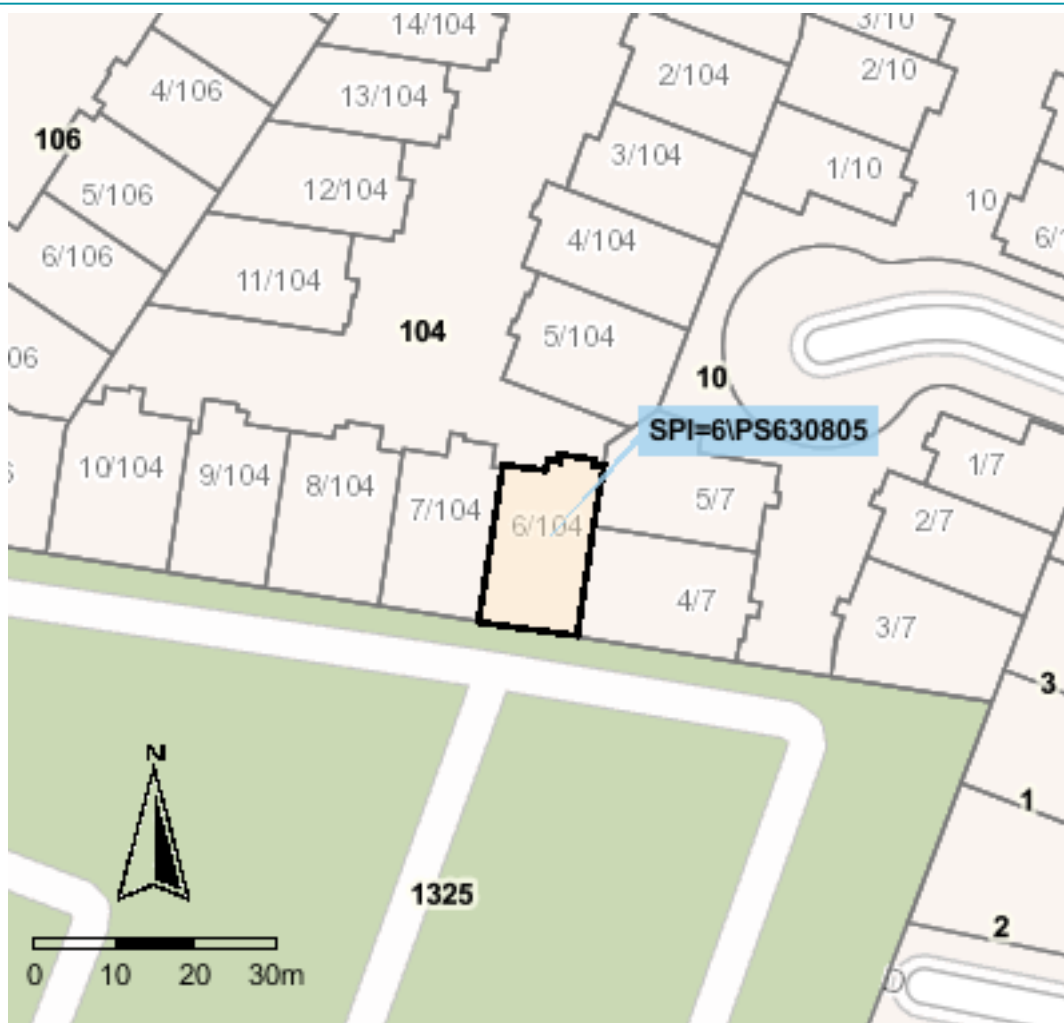
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



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As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 06 February 2026 02:51 PM

PROPERTY DETAILS

Address: **6/104 BRODERICK ROAD CARRUM DOWNS 3201**
Lot and Plan Number: **Lot 6 PS630805**
Standard Parcel Identifier (SPI): **6\PS630805**
Local Government Area (Council): **FRANKSTON**
Council Property Number: **248805**
Planning Scheme: **Frankston**
Directory Reference: **Melway 100 D3**

www.frankston.vic.gov.au

[Planning Scheme - Frankston](#)

UTILITIES

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

STATE ELECTORATES

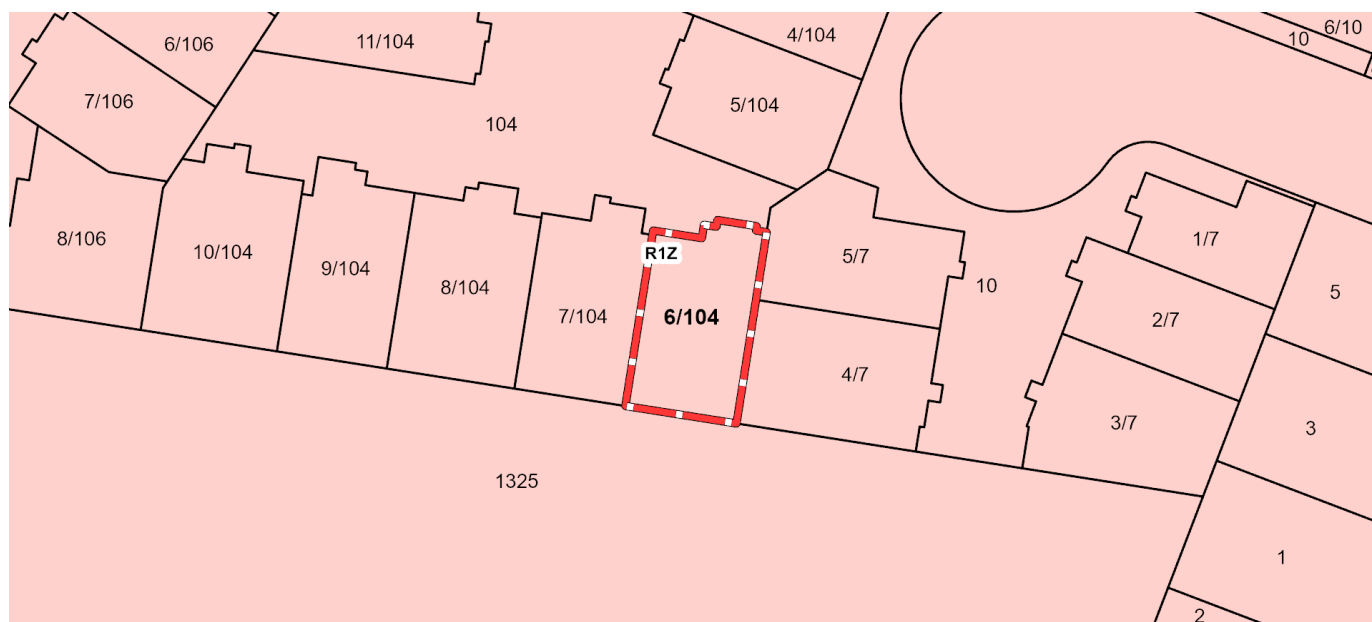
Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **CARRUM**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(R1Z\)](#)

[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(R1Z\)](#)



R1Z - Residential 1

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

Planning Overlays

No planning overlay found

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

Further Planning Information

Planning scheme data last updated on 23 January 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

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

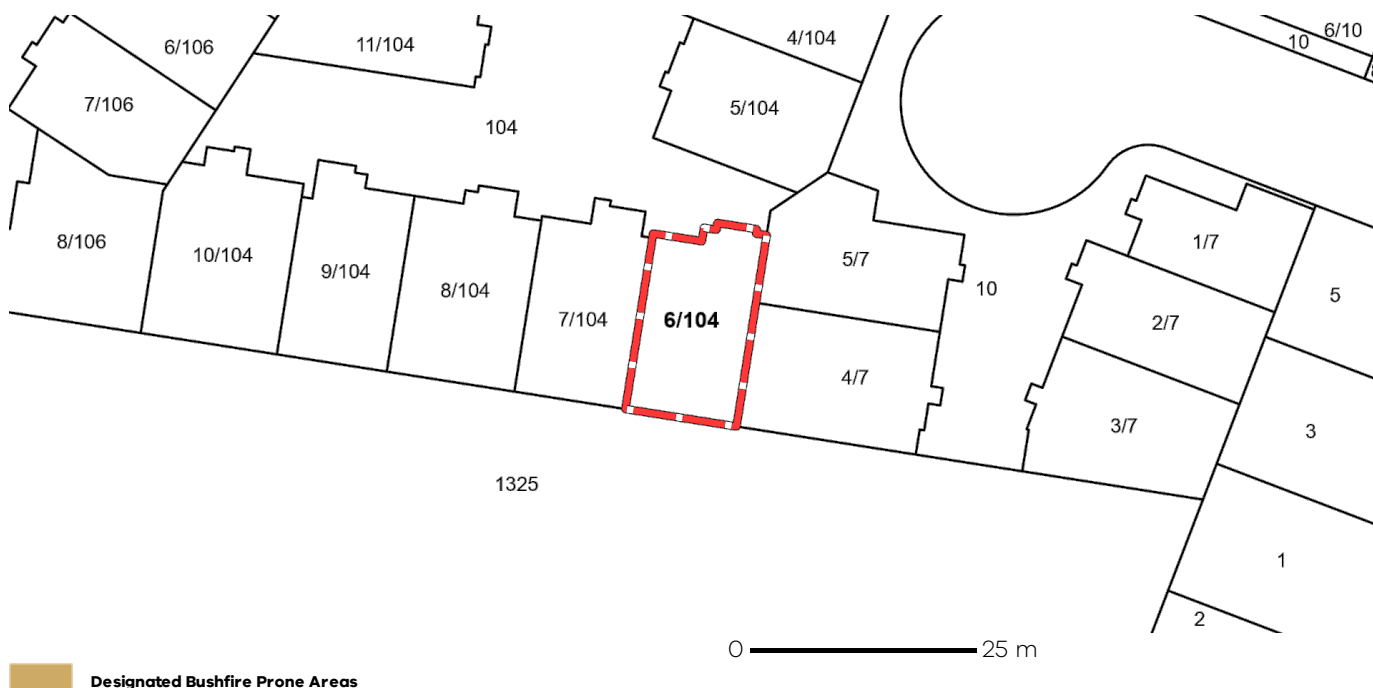
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

Professional Conveyancing Services Pty
Ltd
E-mail: pcs@proconvey.com.au

Statement for property:
UNIT 6 LOT 6 104 BRODERICK ROAD
CARRUM DOWNS 3201
6 PS 630805

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
	6545 Manchikanti	27 JANUARY 2026	51283446

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/01/2026 to 31/03/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/01/2026 to 31/03/2026	\$31.25

(b) By South East Water

Water Service Charge	01/01/2026 to 31/03/2026	\$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	\$100.41
Subtotal Service Charges		<u>\$176.08</u>
TOTAL UNPAID BALANCE		\$176.08

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

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

2. Encumbrance Summary

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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.

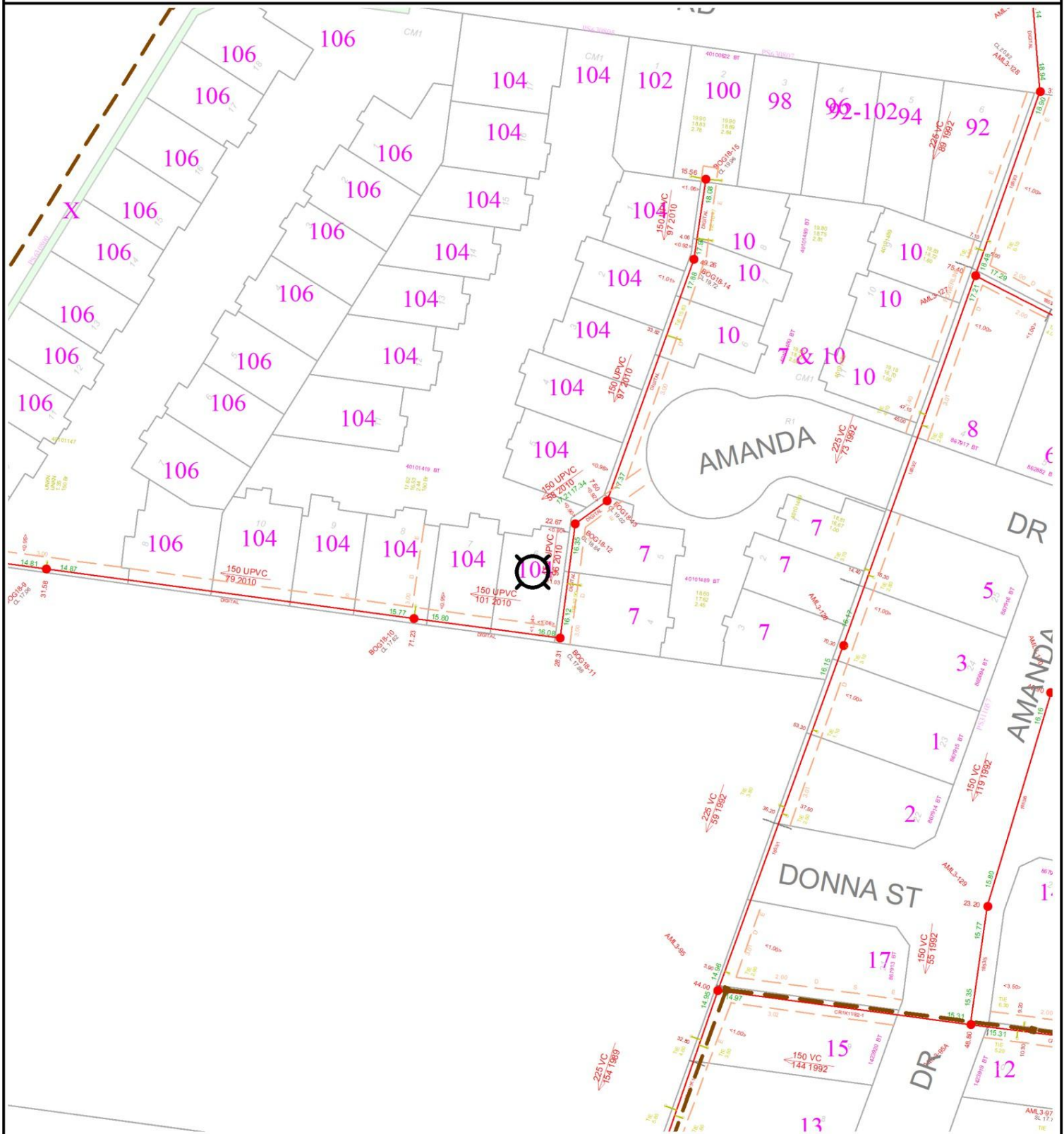
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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



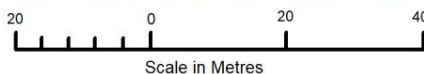
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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	Abandoned Sewer
- - - - - Proposed Title/Road	Sewer Main & Property Connections	Inspection Shaft	
- - - - - Easement	Direction of Flow	<1.0> Offset from Boundary	
Melbourne Water Assets			
- - - - - Sewer Main	- - - - - Underground Drain	- - - - - Natural Waterway	
Maintenance Hole	- - - - - Channel Drain	Underground Drain M.H.	

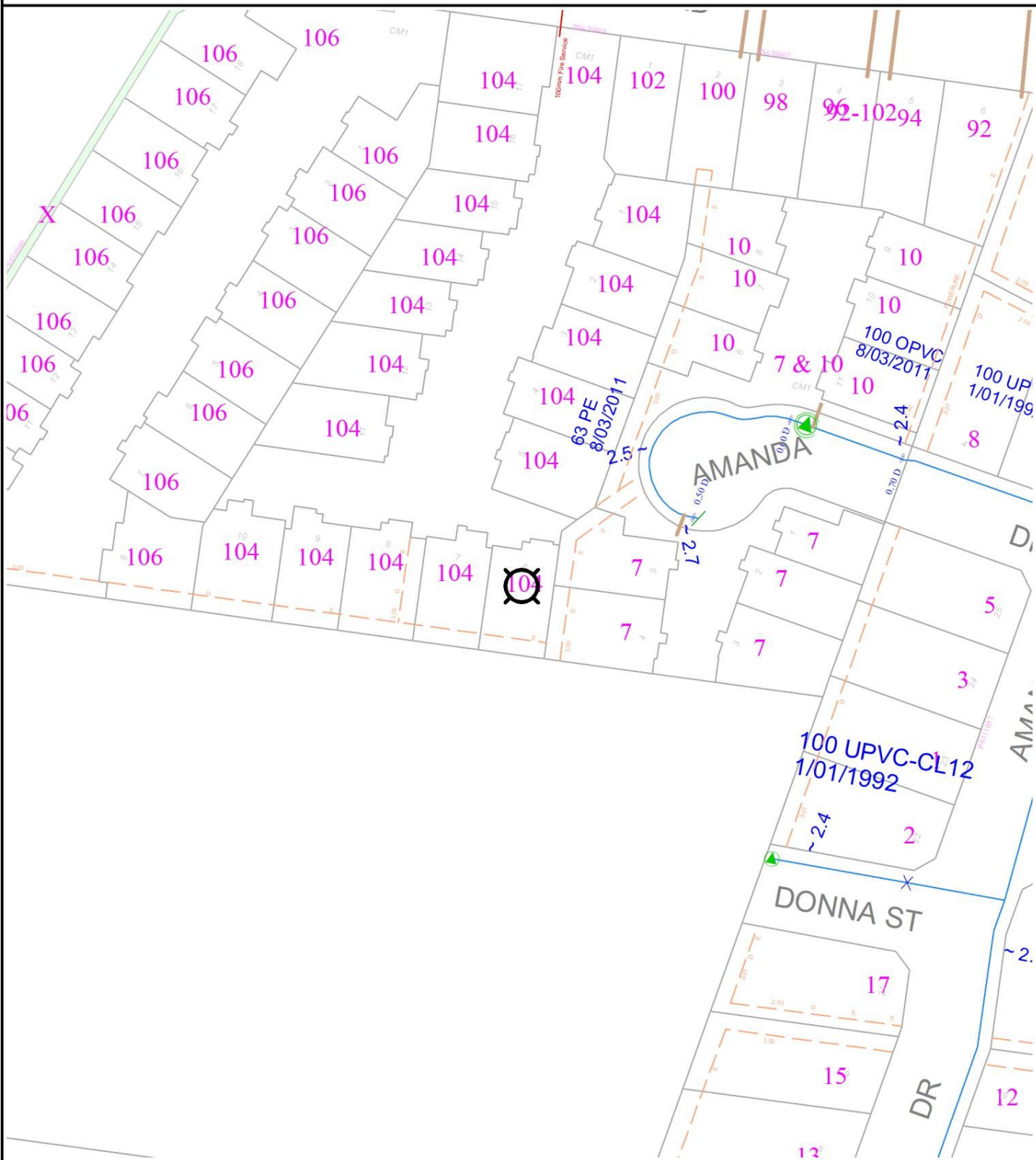


Property: Lot 6 UNIT 6 104 BRODERICK ROAD CARRUM DOWNS 3201

Case Number: 51283446



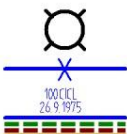
Date: 27JANUARY2026



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

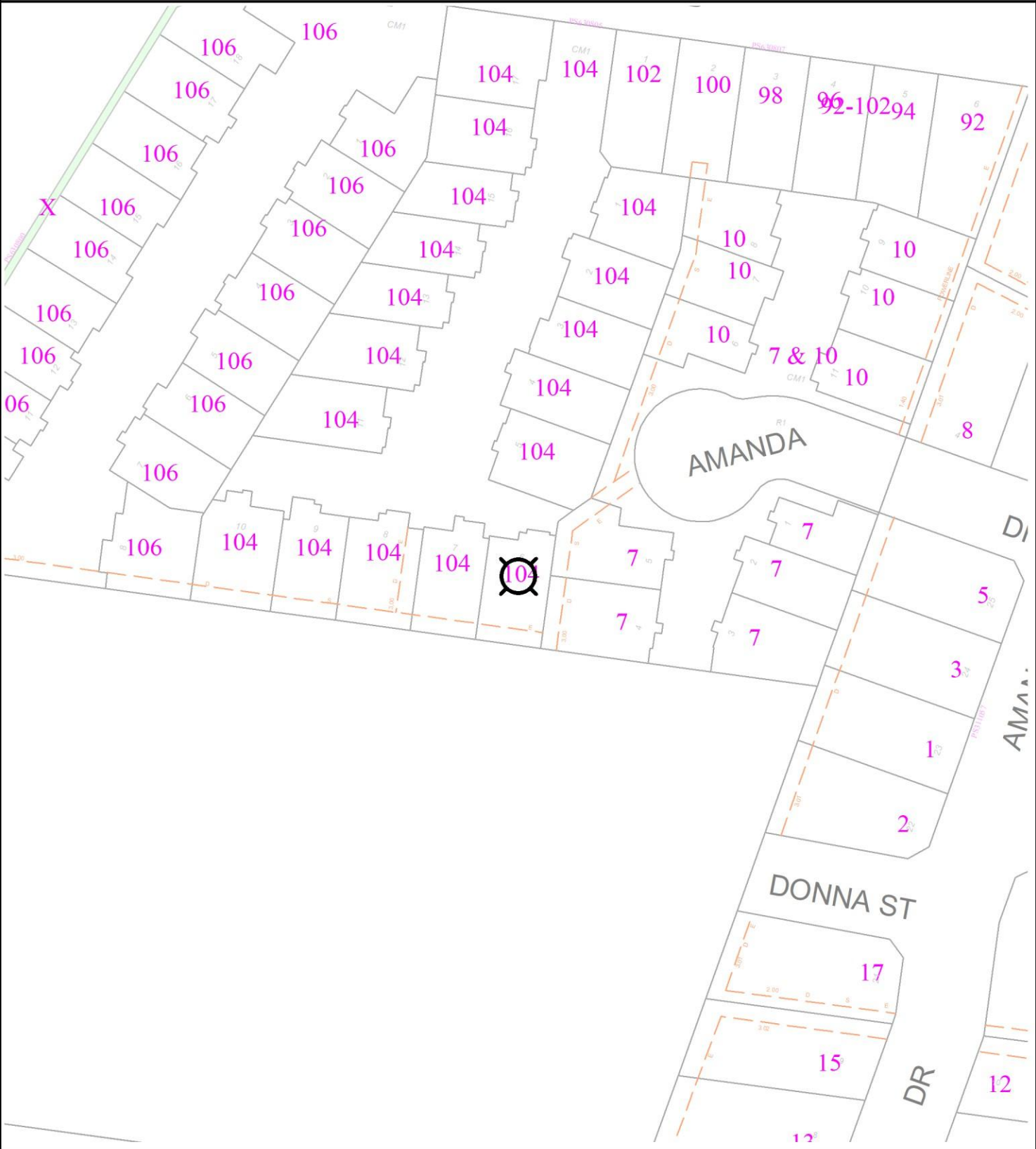
-   Hydrant
-   Fireplug/Washout
-  ~ 1.0 Offset from Boundary



Case Number: 51283446



Date: 27JANUARY2026



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

LEGEND

—	Title/Road Boundary		Subject Property		Hydrant
- - - -	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
- - - -	Easement		Recycled Water Main & Services	~ 1.0	Offset from Boundary

Property Clearance Certificate

Land Tax



PROFESSIONAL CONVEYANCING SERVICES

Your Reference:	6545 MANCHIKANTI
Certificate No:	95987134
Issue Date:	28 JAN 2026
Enquiries:	ESYSPROD

Land Address: UNIT 6, 104 BRODERICK ROAD CARRUM DOWNS VIC 3201

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38792031	6	630805	11264	464	\$938.87

Vendor: RAMACHANDRA MANCHIKANTI
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR RAMACHANDRA RAO MANCHIKAN	2026	\$135,000	\$938.87	\$0.00	\$938.87

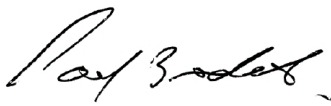
Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$525,000
SITE VALUE (SV):	\$135,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$938.87



Notes to Certificate - Land Tax

Certificate No: 95987134

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 = \$135,000

Calculated as \$975 plus (\$135,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,250.00

Taxable Value = \$525,000

Calculated as \$525,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 95987134

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 95987134

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



PROFESSIONAL CONVEYANCING SERVICES

Your Reference: 6545 Manchikanti

Certificate No: 95987134

Issue Date: 28 JAN 2026

Enquires: ESYSPROD

Land Address: UNIT 6, 104 BRODERICK ROAD CARRUM DOWNS VIC 3201

Land Id	Lot	Plan	Volume	Folio	Tax Payable
38792031	6	630805	11264	464	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	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: \$525,000

SITE VALUE: \$135,000

CURRENT CIPT CHARGE: \$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 95987134

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



PROFESSIONAL CONVEYANCING SERVICES

Your Reference:	6545 MANCHIKANTI
Certificate No:	95987134
Issue Date:	28 JAN 2026

Land Address: UNIT 6, 104 BRODERICK ROAD CARRUM DOWNS VIC 3201

Lot	Plan	Volume	Folio
6	630805	11264	464

Vendor: RAMACHANDRA MANCHIKANTI

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: 95987134

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 95987137 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 95987137 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
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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 630805R

Property Address: 104 Broderick Road, CARRUM DOWNS VIC 3201

Vendor: Ramachandra Manchikanti

Purchaser:

This certificate is issued for Lot 6 on Plan Number of Subdivision Number 630805R

The postal address is 6/104 Broderick Road, CARRUM DOWNS VIC 3201

- 1 The current fee for the above Lot is \$365 per quarter.
- 2 The Owners Corporation Fees are paid up until: 30 April 2026
- 3 Unpaid fees including interest now total – \$NIL Owing. Next fee due 1 May 2026
- 4 The following special fees or levies have been struck and are due and payable on the dates indicated – NIL.
- 5 The Owners Corporation has performed or is about to perform the following repairs, work or acts which may incur an additional charge to that set out above - NIL
- 6 Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies or repair and maintenance plans other than set out above? - No
- 7 The Owners Corporation has the following insurance cover –

Name of Company:	SCI Insurance
Policy Number:	POL11114552
Policy Type:	Residential Strata Insurance Plan
Building Amount:	\$6,772,500
Public Liability:	\$20,000,000
Buildings Covered:	17 Residential Units
Renewal Date:	11/04/2026
- 8 The Owners Corporation has not 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 30 April 2025: \$11,949.02
- 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: 6 February 2026

This Owners Corporation Certificate was prepared by:

Scott Elliott (Owners Corporation Manager and Delegate)



*The Common Seal of Owners Corporation Plan No 630805R 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

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

- 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 2025

COMPLEX:	104 Broderick Road, CARRUM DOWNS VIC 3201	OCPN:	630805R
HELD:	Via the offline method from 30 June to 14 July 2025		
PRESENT/REPRESENTED:	Lot 7: K & N Rogers, Lot 13: A Ivanov & Lot 14: K Johnston		
APOLOGIES/PROXIES:	N/A		

Quorum?	A quorum was not met for the Annual General Meeting, as such all decisions made at the Annual General Meeting <i>interim decisions</i> become <i>Binding Decisions</i> in 29 clear days.
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Chairperson Election	It was agreed that Scott Elliott of PSM OC should chair the Annual General Meeting.
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Confirmation of previous Annual General Meeting Minutes:
The Minutes of the previous Owners Corporation AGM were recorded and confirmed as a true and correct record, no business or matters were outstanding from the previous Annual General Meeting Minutes and no Notice of Motions have been put before the Annual General Meeting.

Manager's Report	The OC Managers Report for 2024-25 was read, discussed, received & adopted.
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Owners Corporation Financial Report 2024-25 & Owners Corporation Proposed Budget 2025-26:
The Owners Corporation Financial Report for the year ending 30 April 2025 was discussed in detail, agreed upon and accepted. The OC Proposed Budget for the year 2025-26 was tabled, discussed and it was agreed that the fees would be reduced to \$365 following a significant saving for the insurance costs. An adjustment will appear on the 1 Augst levy which will be issued shortly levy for the for the 1 May levy issued at the higher rate. Please see below for full breakdown: New fee is: \$365 per quarter which equates to \$1460 per annum. 1 May levy was issued at the higher rate of \$430 (Over by \$65) 1 August levy was will be issued at the new rate of \$365 minus the \$65 from 1 May over payment = \$300 1 November levy will be issued at the new rate of \$365 1 February levy will be issued at the new rate of \$365 Total per annum cost is the same as above of \$1460 when you add all these figures up.

Owners Corporation Committee of Management:
A vote of thanks was given to the outgoing OC Committee, All Owners Corporation Committee of Management positions were then declared vacant and nominations called for new OC Committee of Management Members for 2025/26 with Lot 4: R Neil, Lot 6: R Manchikanti, Lot 7: K Rogers, Lot 8: S Pillai, Lot 10: J Wood, Lot 13: A Ivanov & Lot 14: K Johnston all nominated. No committee chairperson was appointed for this period.

Owners Corporation Management:
An Ordinary Resolution dated 14 July 2025 was moved and passed stating "That PSM OC Pty Ltd, be reappointed as Owners Corporation Manager of OCPN 630805R for the following 12-month period". The necessary <i>Owners Corporation Management Agreement</i> was sealed and signed and becomes binding even though the meeting was held offline.

General Business Items:	
OC Building Insurance:	Scott Elliott, advised and fully discussed the Owners Corporation Insurance together with his function and obligations and it was then agreed by the members that the present SCI Building Insurance coverage of \$6,772,500 was adequate for the following 12 months. Owners Corporation Members also agreed that the present Public Risk coverage of \$20,000,000.00 was also adequate.
WH&S:	Issues regarding Work Health & Safety at the complex was again discussed, it was agreed that no professional WH&S annual inspection was required and that the property will be periodically inspected with regards to WH&S issues by Owners, Managers or Maintenance Contractors.
Leaf litter:	An attending member requested that the gardener pick up the leaf litter and remove them to the tip. PSM has made this request of the gardener accordingly.

There being no further General Business, the Owners Corporation AGM was closed at 5pm on 14 July 2025 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

ABN: 65 081 576 847

Dear Owners Corporation Member,

RE: 104 Broderick Road, CARRUM DOWNS VIC 3201 (OCPN 630805R) - OC Rules & Regulations

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:

Lots 1-12, 16 & 17 – The resident's vehicles permanently parked at these lots can park in their DOUBLE garage. There is provision for these units to park ONE additional vehicle in front of their garage as long as it does not block the common area driveway. Therefore, there are only 3 parking spaces allocated these units.

Lots 13-15 – The resident's vehicles permanently parked at these lots can park in their SINGLE garage. There is provision for these units to park ONE additional vehicle in front of their garage as long as it does not block the common area driveway. Therefore, there are only 2 parking spaces allocated these units.

Under no circumstances can any vehicle be parked on the common area driveway. This causes access issues and more importantly public liability issues at the complex.

There are also two designated reversing bays clearly highlighted on the plan on this document. Under no circumstances are residents to park in these areas.

Anyone unsure of their allocated parking should firstly consult your title documents. If, however there is still confusion as to where and where you cannot park, please contact our office for further clarification.

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.

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.

Please see overleaf for the approved parking plan for your complex which highlights the Visitor Parking areas. There are 2 visitors parking space at your complex. NO RESIDENTS ARE TO PARK IN THESE AREAS AT ANY TIME.

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 as per the endorsed waste management plan are

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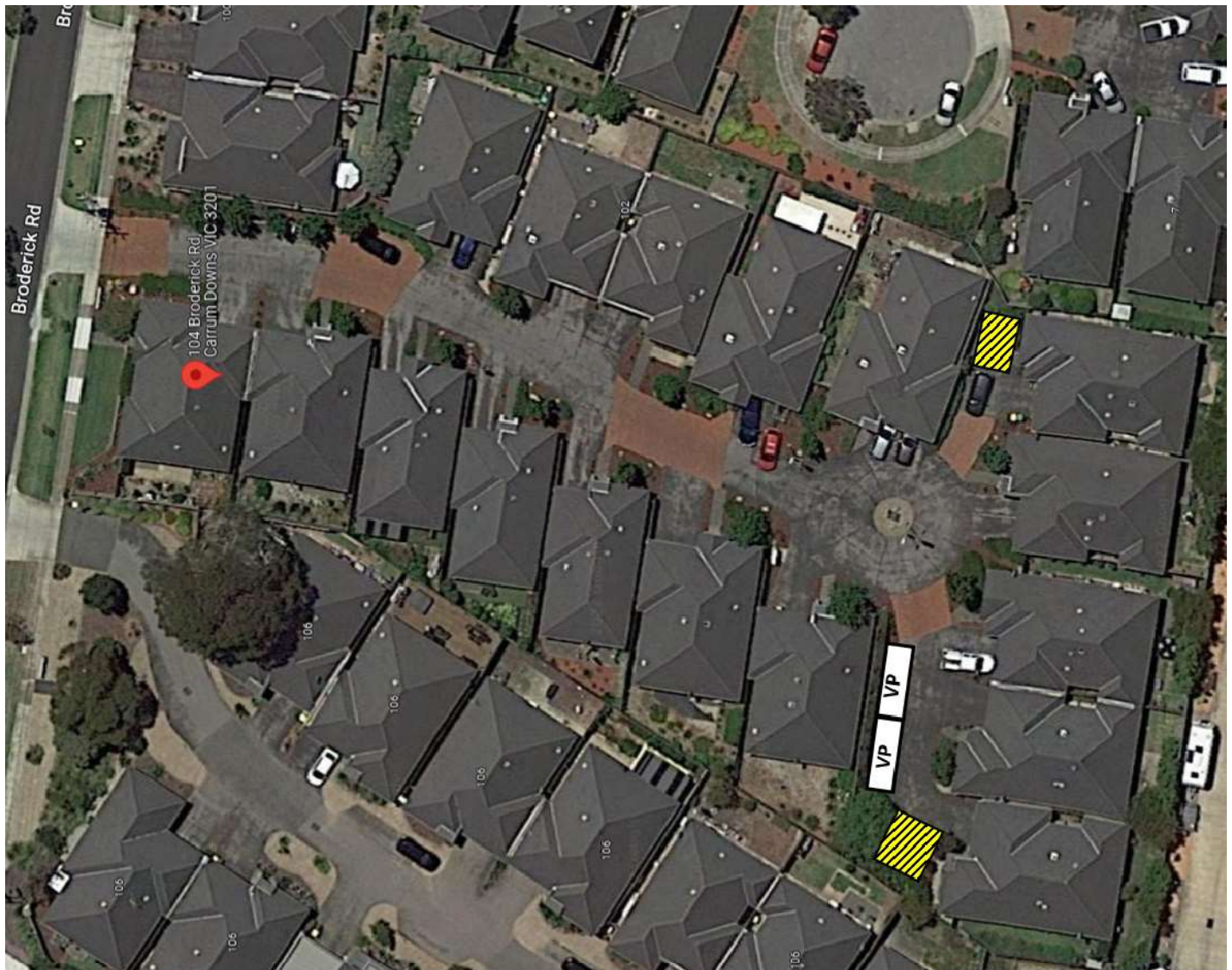
'stored within the private open space for each dwelling' **out of sight from the common area**. Residents are advised to report to PSM regular offenders of residents keeping their bins out in sight of common area.

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.

Yours sincerely

Scott Elliott - Owners Corporation Manager



2 x Visitor parking spaces at the complex. Not to be used by residents.

 These areas denote Strictly No Parking areas. These are designated turning circles for residents to be able to access their garages with ease. No additional cars should be parked in these areas.

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CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	POL11114552
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Owners Corporation Plan No. PS 630805 104 Broderick Road, Carrum Downs, VIC, 3201
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 11/04/2025 Expiry Date: 4:00pm on 11/04/2026
INTERMEDIARY ADDRESS	BJS Insurance Brokers Pty Ltd PO Box 7081, Melbourne, VIC, 8004
DATE OF ISSUE	14/03/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$6,772,500
		Common Area Contents	Not Included
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$1,015,875
	OPTIONAL COVERS	1. Flood	Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

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

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.