

Contract of Sale of Real Estate*

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

Property address **31 CABERNET DRIVE, SOMERVILLE VIC**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Heath Jarrod Findlay and Jason Andrew Findlay

.....

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

Name:	O'Brien Real Estate Somerville			
Address:	3/1065 Frankston Flinders Road, Somerville VIC 3912			
Email:	shelly.brown@obrienrealestate.com.au			
Tel:	59778877	Mob:	Fax: 59778010	Ref:

Vendor

Name:	Wilma May Findlay
Address:	31 Cabernet Drive, Somerville VIC

Vendor's legal practitioner or conveyancer

Name:	SP Conveyancing Victoria Pty Ltd		
Address:	Suite 2, 76 Station Street, Somerville VIC 3912		
Email:	spc05@spconveyancing.com.au		
Tel:	03 5977 5156	Fax:	Ref: JC:25489

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:		Fax:	DX: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference			being lot	on plan
Volume	11475	Folio	122	55 PS 708052

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 31 Cabernet Drive, Somerville VIC

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixtures and fittings of a permanent nature as inspected

Payment (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are set out in the Lease attached to the Vendors Statement

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

☐ ~~*residential tenancy agreement for a fixed term ending on~~

OR

☐ ~~*periodic residential tenancy agreement determinable by notice~~

OR

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

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount:

Approval date:

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

special conditions

Special Conditions

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

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

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



Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land 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 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the [Banking Act 1959](#) (Cth) is in force.



Special condition 2 – Acceptance of title

General condition 12.4 is added:

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



Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)),
the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST,
until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.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.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act*

1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) 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.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255 ; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential

residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

15B.12 This general condition will not merge on settlement.



Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.



Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

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



Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, andgive, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.



Special condition 9 – Deposit bond

- 9.1 In this special condition:
 - (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



Special condition 11 – Building report

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



Special condition 12 – Pest report

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



Special condition 13 – Condition of Property

- 13.1 The Purchaser/s accept/s the improvements on the land in their condition as at the day hereof and acknowledge/s that the Vendors do not warrant that any building, structure, fixture or other improvement is free from defect or is fit for any particular use.
- 13.2 The Vendors make no representations that the improvements on the land or any alterations extensions or additions to the property comply with the Victorian Building Regulations, the requirements, statutory or otherwise, of the Local Municipal Council or any other Statutory Authority. The Purchaser agrees not to make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to bear all or any part of the costs of compliance. Any alleged non-compliance or defect shall not constitute a defect in title nor shall it invalidate this contract.
- 13.3 The Vendors make no representations that swimming pool or spa on the property complies with the Swimming Pool Requirements under the Building Regulations 2018, the requirements, statutory or other, of the Local Municipal Council or any other Statutory Authority. The Purchaser/s must make all necessary enquiries with the Local Municipal Authority and any other Statutory Authority with respect to any swimming pool or spa on the property and comply with any requirements and bear all costs of compliance. The Purchaser/s agrees not to make any requisition or claim any compensation for any alleged non-compliance or call upon the Vendors to comply with any building requirements or to contribute to the cost of any compliance. Any alleged non-compliance by the Vendors shall not constitute a defect in title nor shall it invalidate this contract.
- 13.4 The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy, a Certificate of Final Inspection or any other similar document or any copy of any guarantee or Insurance policy under any building legislation.

☒ **Special condition 14 – Stamp Duty**

- 14.1 If there is more than one purchaser, it is the purchaser's sole responsibility to ensure that this contract correctly records as at the day of sale, the proportions in which they are buying the property ("the proportions")

Name _____ %

Name _____ %

Total 100 %

☒ **Special condition 15 –Purchasers Acknowledgements**

- 15.1 The purchaser hereby acknowledges that prior to the execution of the Contract or any other contract, agreement or document whatsoever in relation to the purchase of the land the purchaser received from the vendor or the vendor's agent a copy of the Vendors Statement 32 Statement signed by the Vendor, the Particulars of Sale and the Special Conditions referred to in the Contract.

NOTICE The vendor gives notice to the purchaser that in the event that the purchaser defaults in the payment of any money due under this contract or in the observance or performance of any terms and conditions thereof the vendor will or may suffer the following reasonably foreseeable losses and expenses which the purchaser shall be required to pay to the vendor in addition to the interest payable in accordance with the terms of this contract.

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property or business and interest charged on such bridging finance;
 - (b) Interest payable by the vendor under any existing mortgage over the property sold calculated from the due date;
 - (c) Accommodation and additional storage and removal expenses necessarily incurred by the vendor;
 - (d) Costs and expenses as between vendor's conveyancer and/or solicitor and the vendor;
 - (e) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
 - (f) All commissions, fees and advertising expenses payable to the sellers Real Estate Agent.
 - (g) A Settlement rebooking fee will be payable by the Purchaser in the sum of \$220.00
 - (h) Any Land Tax, surcharge, penalty or other tax imposed or any other tax surcharge or penalty which is imposed when the due date in the contract is before the 31st December and where the settlement is delayed as a result of the default of the Purchaser until after the 31st December in the current year and the purchaser hereby grants an equitable charge over his current and future interest in the land sold in favour of the vendor to secure the payment of any such Land Tax surcharge, penalties or other tax and all costs associated therewith.
-

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use 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 Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

11.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land 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 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

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

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

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

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

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

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

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
 - (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any 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 land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*);~~
and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

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

17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable

costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

GUARANTEE and INDEMNITY

I/We, ... of
and of
being the **Sole Director / Directors**
of
of (called the "Guarantors")

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

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

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

this day of 2025

SIGNED by the said)
.....)
Print Name:)
.....
Director (Sign)

in the presence of:)
.....)
Witness:)
.....



VENDORS STATEMENT

Vendor: W M Findlay

Property: 31 Cabernet Drive, Somerville VIC



Phone: 03 59775156

PO Box 324 Somerville 3912

Email spc05@bigpond.net.au

Suite 2/76 Station Street Somerville



VENDORS STATEMENT

Vendor: Wilma May Findlay

Property: 31 Cabernet Drive, Somerville VIC

Land being sold -That part of the land which is presently fenced and/or occupied by the Seller and contained within the land described in Certificate of Title
VOLUME 11475 FOLIO 122

1. FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) See attached Council Rates, South East Water and Land Tax & Owners Corporation Certificate.
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge which are not included in the above amount.
- (c) Particulars of any charge (where registered or not) over the land imposed by or under an Act to secure an amount due under the Act, including the amount owing under the charge are as follows -
NOT APPLICABLE

INSURANCE

Damage or Destruction - the property remains at the risk of the vendor until the purchaser becomes entitled to possession or receipt of the rents and profits

Owner Builder – Where there is a residence on the land which was constructed within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence. **NOT APPLICABLE**

2. LAND USE RESTRICTIONS Information concerning any easement, covenant or other similar restriction affecting the land (registered or unregistered)

- 2.1 **Easements** affecting the property – **None affecting**
- 2.2 **Covenants** affecting the property – **Set out in dealing PS708052K attached hereto**
- 2.3 **Leases** affecting the property - **None affecting**
- 2.4 **Other restrictions affecting the property**–**Set out in the documents attached hereto (if any)**

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

None to the knowledge of the Vendor

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

3. PLANNING & ROAD ACCESS

- 3.1 Council: Mornington Peninsula Shire Council
 - 3.2 Responsible authority: Mornington Peninsula Planning Scheme
 - 3.3 Zoning: See Planning Certificate attached
- Overlays:

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

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

There is access to the property road.

4. BUSHFIRE – PRONE AREA

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

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

- a) Affecting the **Owners Corporation** and any liabilities (whether contingent, proposed or otherwise) where the property is in a subdivision that includes common property including any relating to the undertaking of repairs to the property.
- b) Quarantine or stock order imposed under the Stock Disease Act 1968 (whether or not the Quarantine Order is still in force).
- c) Agricultural Chemicals – particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes and any land use restriction notice given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992.
- d) Particulars of any mining license granted under the Mineral Resources Development Act 1990
- e) **Compulsory Acquisition** – particulars of any notice of intention to acquire served pursuant to Section 6 of the *Land Acquisition and Compensation Act 1986*.
- f) Notice issued by the Environment Protection Authority.
- g) Any notice or order pursuant to the Domestic Building Contracts Act 1995.

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

The Purchaser acknowledges that he will be responsible to comply with all requirements relating to Pool and Spa safety.

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

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

6. BUILDING APPROVALS

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

NO SUCH BUILDING PERMIT HAS BEEN ISSUED TO THE VENDORS KNOWLEDGE

7. SERVICES Information concerning supply of following:

THE SERVICES MARKED WITH A TICK IN THE ACCOMPANYING BOX ARE NOT CONNECTED

Electricity	☐	Gas	☐	Water	☐	Sewerage	☐	Telephone	☒
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The Water supply and Sewerage services connected to the land are of the standard level available in the locality unless specified otherwise.

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

8. OWNERS CORPORATION – See attached

If the land is in a subdivision that has common property and there is thereby an Owners Corporation within the meaning of the Owners Corporation Act 2006 then included herewith (if they are relevant)

8.1 A current Owners Corporation Certificate issued in respect of the land being sold:

8.2 The Owners Corporation Rules;

8.3 The Minutes of the most recent annual general meeting of the owners corporation and all resolutions made at that meeting;

8.4 The most recent accounts and balance sheet of the owners corporation and

8.5 A Statement of advice and information for prospective purchasers and lot owners.

NOTE – Not all Owners Corporations carry out functions in relation to the common property so therefore some documents may not be in existence.

9. LAND TAX, WINDFALL GAINS TAX and COMMERCIAL AND INDUSTRIAL PROPERTY TAX

Attached is a current Property Clearance Certificate which sets out the details of the above Taxes.

10. TITLE

Copy Register Search Statement attached.

11. SUBDIVISION - Registered, copy attached

DATE OF THIS STATEMENT

2025

Signature of Vendor _____

Signed by the Vendor's Attorneys Heath Jarrod Findlay and Jason Andrew Findlay
Under Enduring Power of Attorney dated 29/04/2021

DATE OF ACKNOWLEDGMENT

2025

Signature of Purchaser _____

ATTACHMENTS – as applicable

Title Register Search Statement

A copy of the Plans of the Land

Copies of all Covenants, Easements, Section 173 Agreements, Charges and all other encumbrances registered on Title (other than Mortgages and Caveats which will be discharged or withdrawn at settlement)

~~Evidence of Title – Any other document which gives evidence of the Vendor's Title to the Land (right to sell) – Copy head contract, Head Transfer of Land, ASP or APR~~

~~Subdivision A copy of the Plan of Subdivision which has been certified by the relevant Municipal Council or a copy of the latest version of the plan (if not certified)~~

Staged Subdivision (unregistered)

~~A copy of the plan of the first stage of the subdivision if the land is in a second or a subsequent stage~~

~~Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with~~

~~Details of any proposals relating to any subsequent stages that are known to the vendor~~

~~The statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision~~

Further Plan of Subdivision

~~If the later Plan of Subdivision has not been registered a copy of the Plan of Subdivision which has been certified by the relevant municipal council or a copy of the latest version of the plan (if applicable)~~

Tenancy

~~Copies of all Tenancy Agreements or Leases,~~

~~Planning Permit – if there is a current Planning Permit affecting the property~~

~~Bushfire Prone Area Report~~

~~All Notices – of which the vendor might reasonably be expected to have knowledge~~

Buildings

~~Planning Permits or Occupancy Permit~~

~~Owner Builder Building Report (not more than six months old), Owner Builder Insurance (if the value of building work \$16,000.00 or more)~~

Owners Corporation or Service Company

~~Owners Corporation Certificate (including the Rules,, Minutes of most recent General Meeting and any Resolutions passed and the most recent accounts and balance sheet) and Statement of Advice and Information for prospective purchasers and lot owners~~

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11475 FOLIO 122

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LAND DESCRIPTION

Lot 55 on Plan of Subdivision 708052K.
PARENT TITLE Volume 11471 Folio 187
Created by instrument PS708052K Stage 4 27/02/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WILMA MAY FINDLAY of 31 CABERNET DRIVE SOMERVILLE VIC 3912
AU610037E 23/07/2021

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS708052K 27/02/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AK279440D 09/04/2013

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

DIAGRAM LOCATION

SEE PS708052K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 31 CABERNET DRIVE SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 19790J COPPARD LAW PTY LTD
Effective from 23/07/2021

OWNERS CORPORATIONS

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

Page 2 of 2

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

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS708052K
Number of Pages (excluding this cover sheet)	10
Document Assembled	15/12/2025 11:18

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PLAN OF SUBDIVISION

LV USE ONLY
EDITION 5

PS 708052K

LOCATION OF LAND

PARISH : MOOROODUC

TOWNSHIP : -----

SECTION : -----

CROWN ALLOTMENT : -----

CROWN PORTION : 54 (PART)

TITLE REFERENCE : VOL. 11432 FOL. 708

LAST PLAN REFERENCE : PS 644739Y (LOT B)

POSTAL ADDRESS : 38 AUSTIN ROAD

(At time of subdivision) SOMERVILLE, VIC. 3192

MGA94 Co-ordinates

(of approx centre of land in plan)

E 339,555

ZONE: 55

N 5,766,915

GDA 94

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER

COUNCIL/BODY/PERSON

ROAD (R1)

MORNINGTON PENINSULA SHIRE

RESERVE NO.1

UNITED ENERGY DISTRIBUTION PTY LTD

NOTATIONS

OTHER PURPOSE OF PLAN:

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED:

LAND TO BENEFIT

LAND TO BE BURDENED

LOTS 84-86 on this plan

LOTS 84-86 on this plan

LOTS 1-30 on this plan

LOTS 1-30 on this plan

LOTS 31-35, 39-54 & 57-64

LOTS 31-35, 39-54 & 57-64

LOTS 36-38, 55, 56 & 65-83

LOTS 36-38, 55, 56 & 65-83

DESCRIPTION OF RESTRICTION :

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

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNER'S CORPORATIONS.

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.

STAGING: This is a staged subdivision.

PLANNING PERMIT No. : P13 / 0229

DEPTH LIMITATION : DOES NOT APPLY

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

THIS IS A SPEAR PLAN

Survey: This plan is based on survey.

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

EASEMENT INFORMATION

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

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

Easement Reference

Purpose

Width (Metres)

Origin

Land Benefited/In Favour Of

E-1

PARTYWALL

0.20m

THIS PLAN

ABUTTING LOT ON THIS PLAN

E-2

POWERLINE

SEE PLAN

THIS PLAN (section 88 Electricity Industry Act 2000)

UNITED ENERGY DISTRIBUTION PTY LTD

E-3

SEWERAGE

SEE PLAN

THIS PLAN

SOUTH EAST WATER CORPORATION

E-2 & E-4

WATER SUPPLY & SEWERAGE

SEE PLAN

THIS PLAN

SOUTH EAST WATER CORPORATION

PENINSULA SURVEY GROUP P/L

ACN 067 077 614

LAND DESIGN & DEVELOPMENT

CONSULTING SURVEYORS & PLANNERS

PHONE No.: (03) 9787 2980 FAX No.: (03) 9787 4763

P.O. Box 534, Mount Eliza, Vic. 3930

Level 1, 3 / 18 Ranelagh Drive, Mount Eliza

www.peninsulasurvey.com.au, Email: mail@peninsulasurvey.com.au

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PC

Sheet 1 of 9 Sheets

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THIS IS A LAND VICTORIA COMPILED PLAN

FOR DETAILS SEE MODIFICATION TABLE HEREIN

PLAN OF SUBDIVISION

PS 708052K



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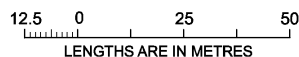
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SCALE



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Sheet 2

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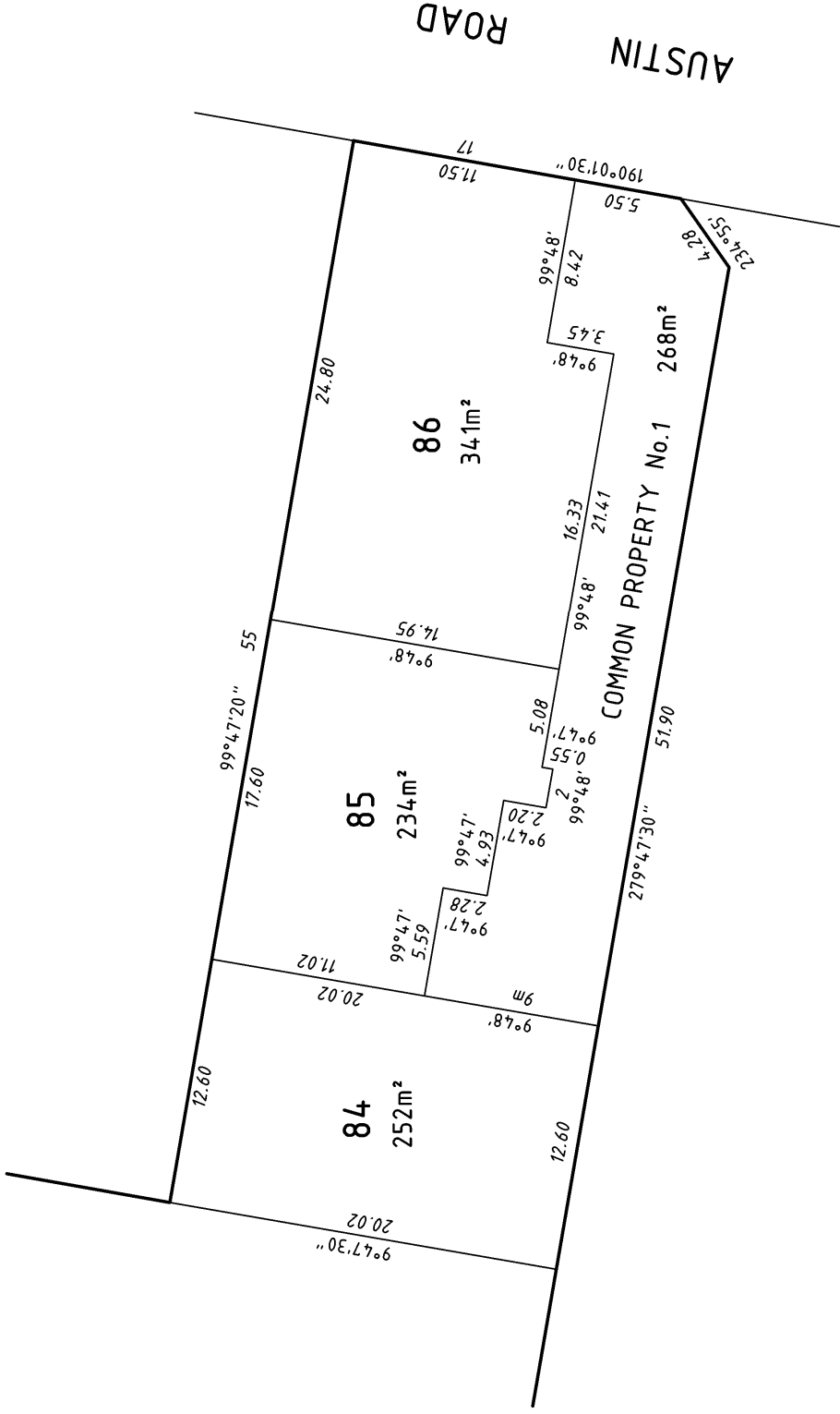
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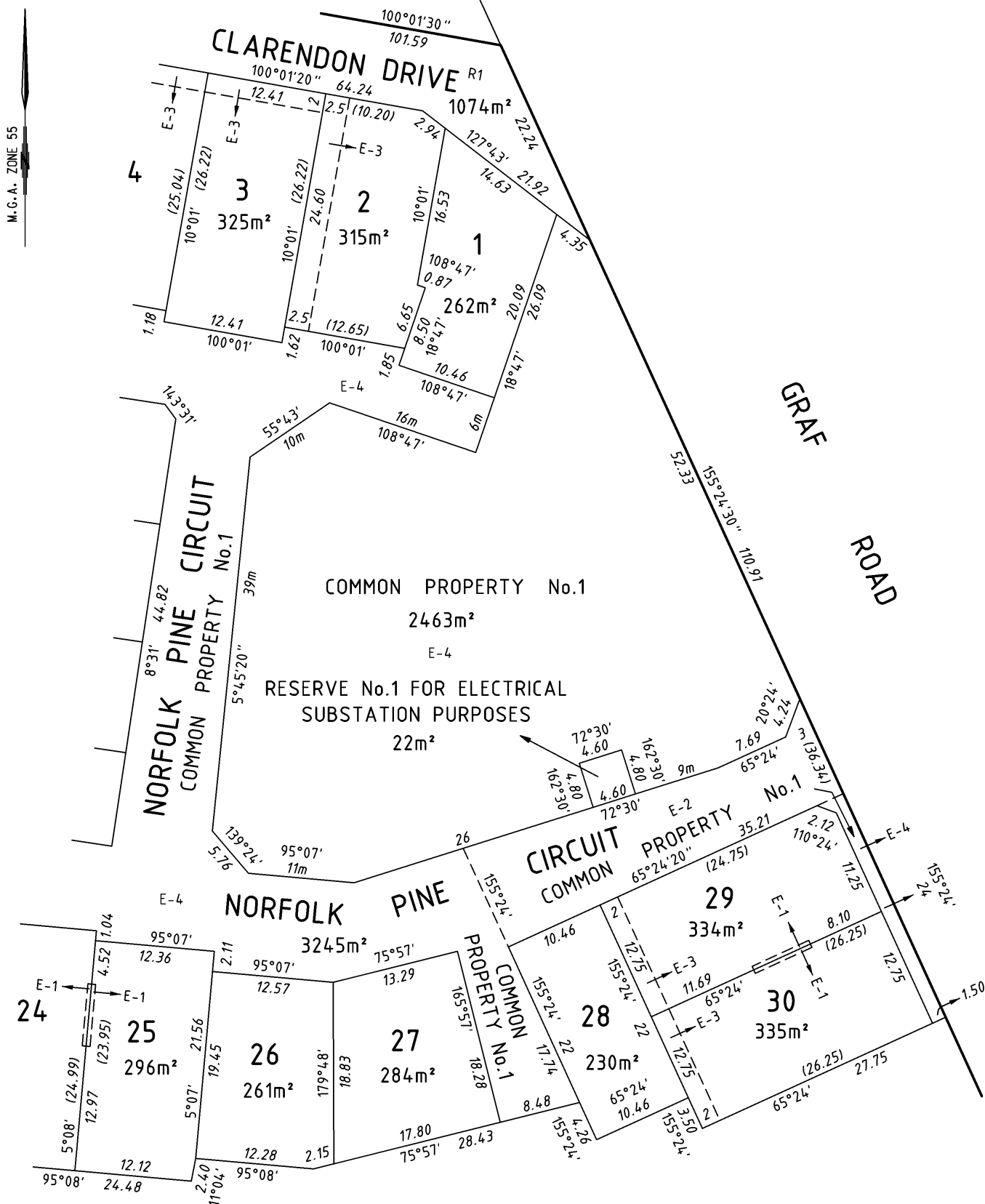
M.G.A. ZONE 55



REF: 5818-PS-S1

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PS 708052K



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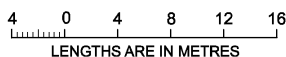
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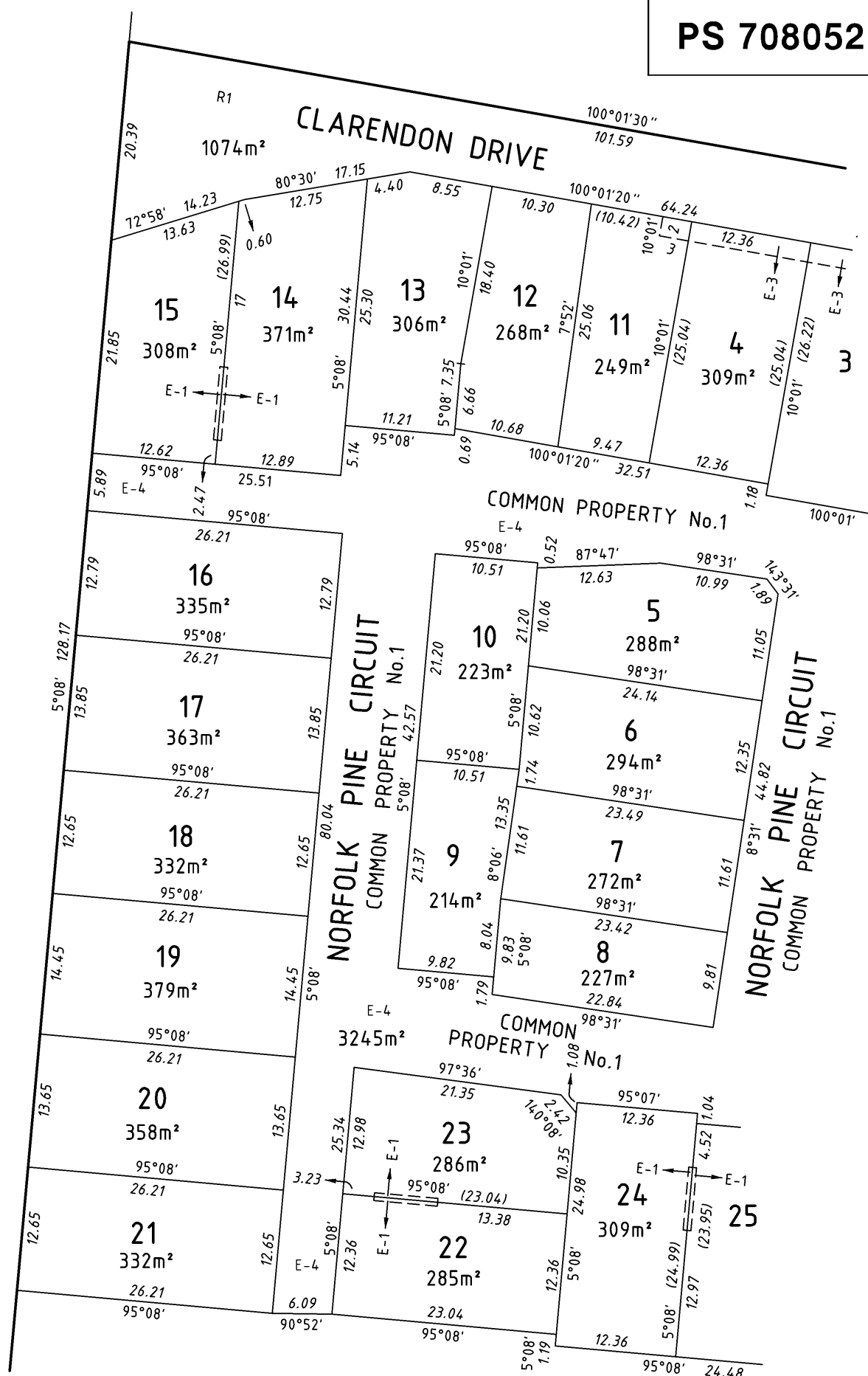
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PS 708052K



M.G.A. ZONE 55

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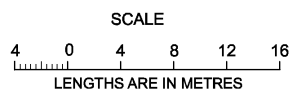
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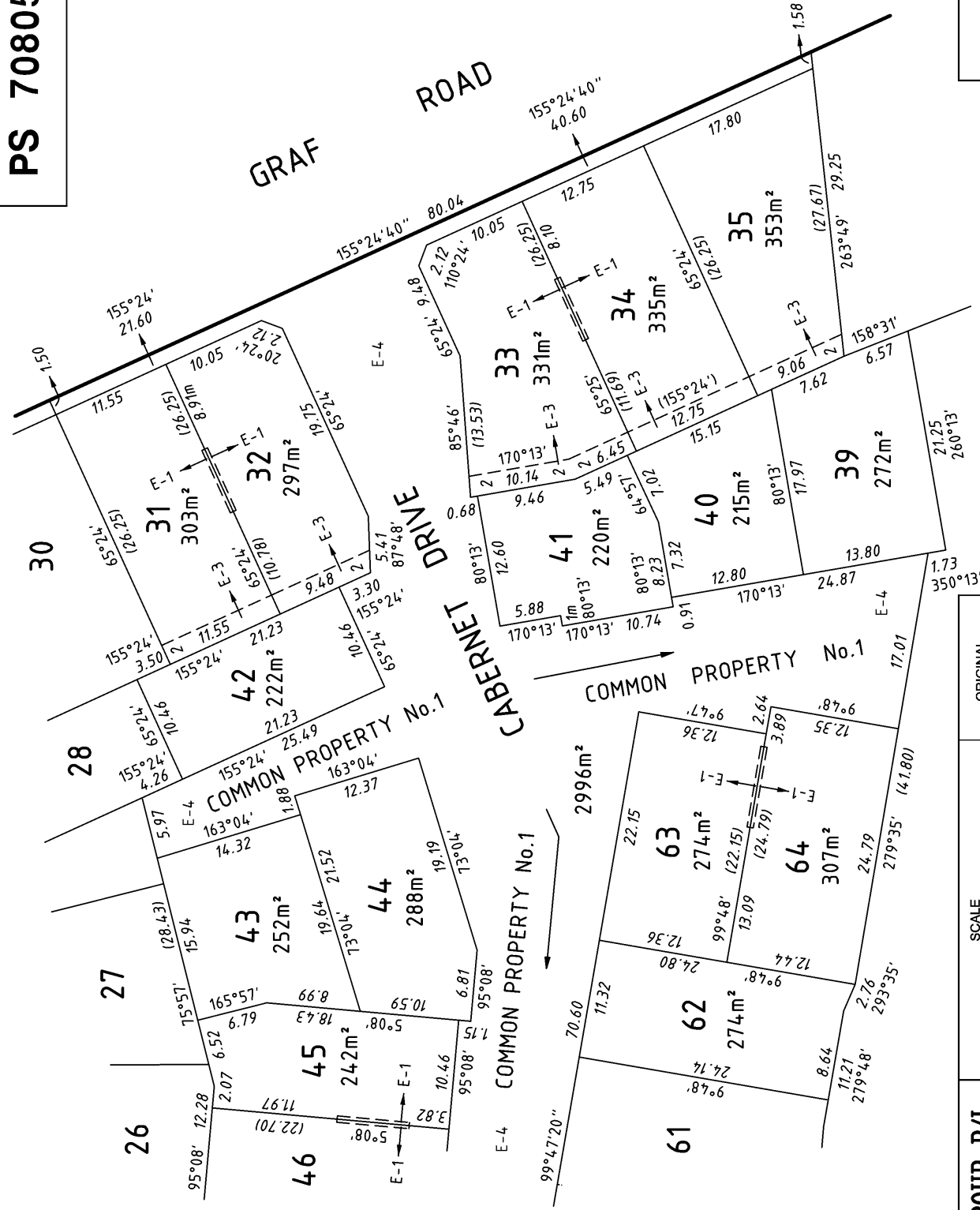
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VERSION: 9



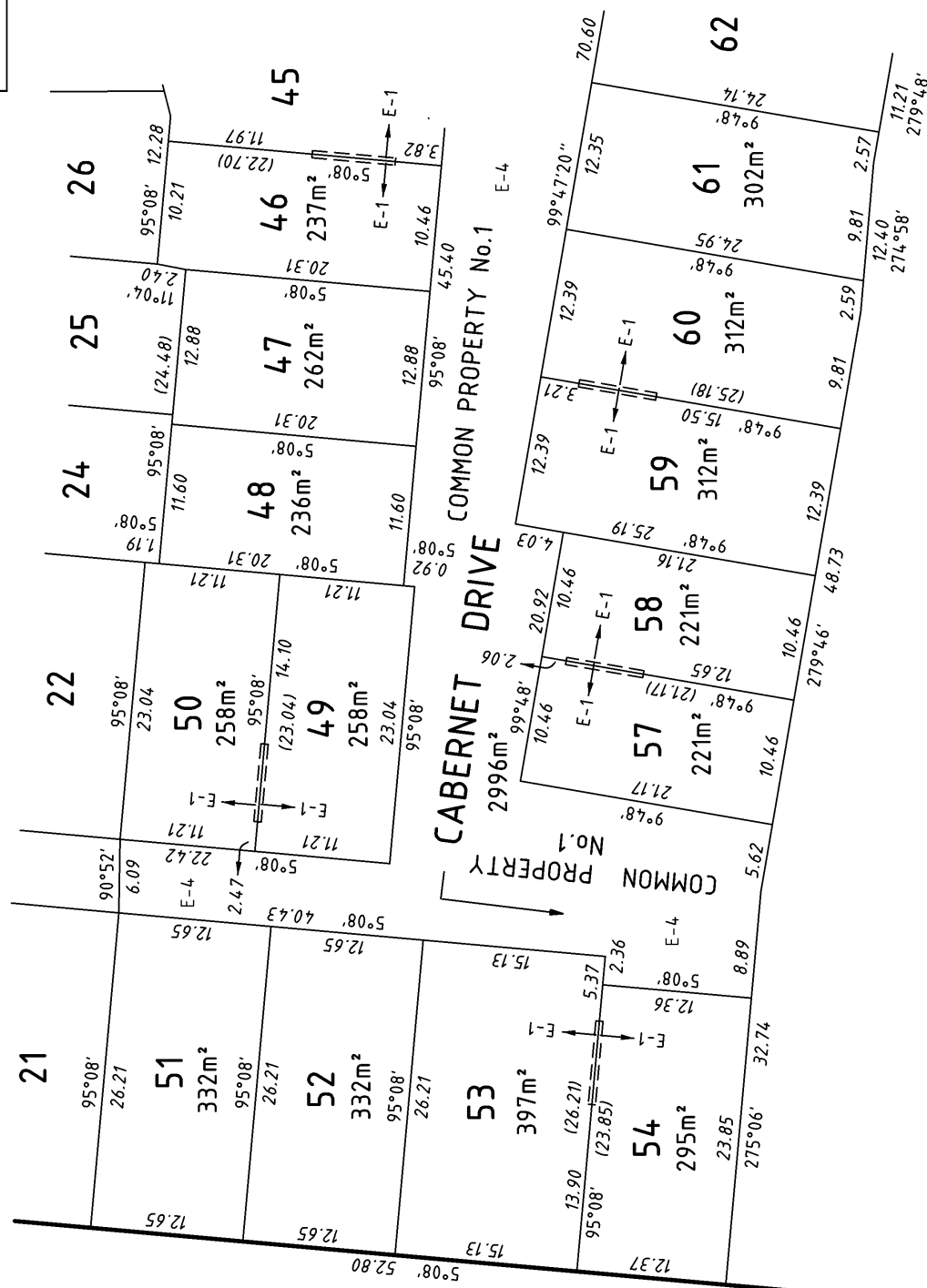
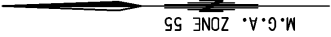
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PS 708052K

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 LENGTHS ARE IN METRES

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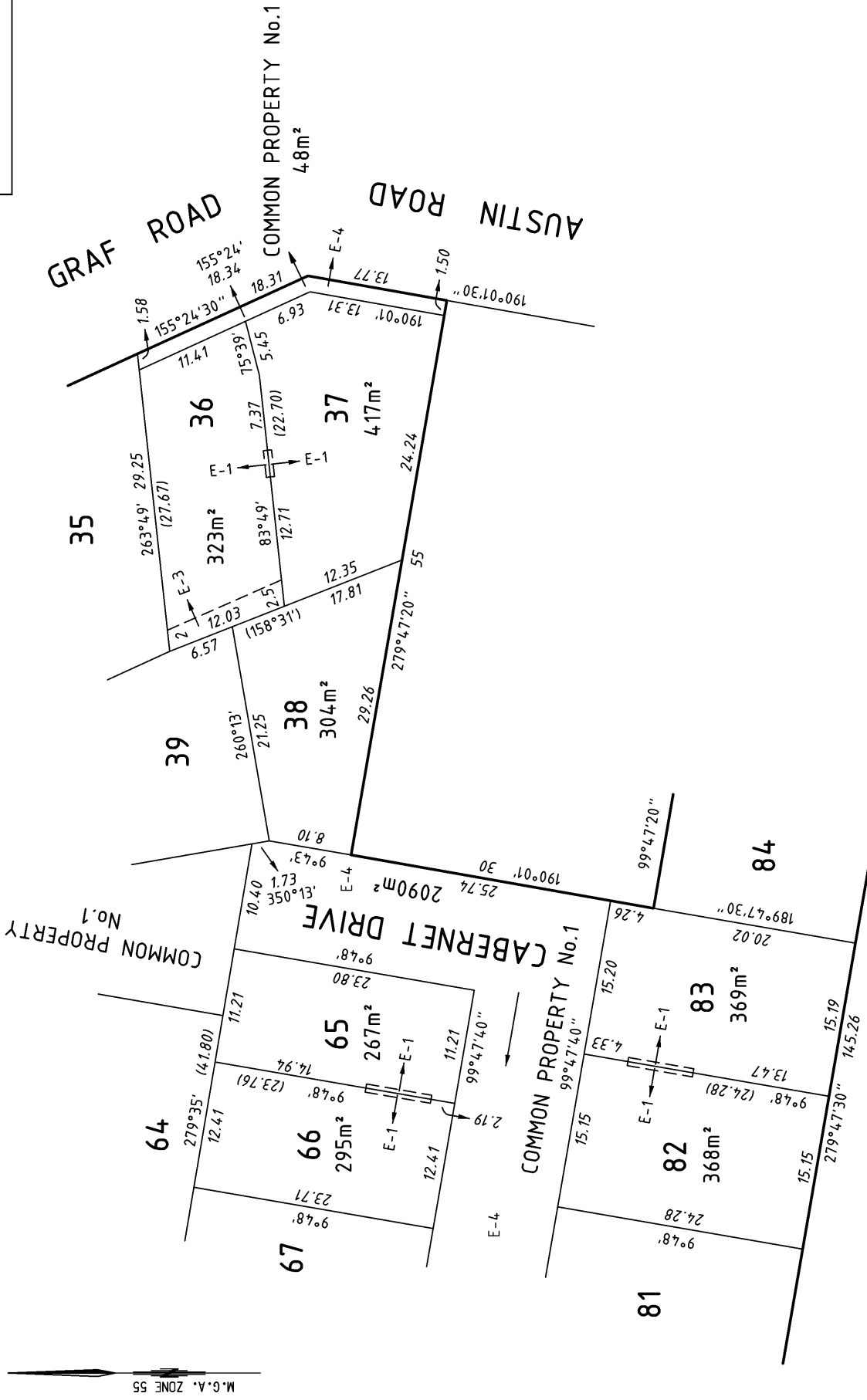
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Sheet 7

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 MORNINGTON PENINSULA SHIRE
 COUNCIL REF: S13 / 5047

PS 708052K



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ACN 067 077 614

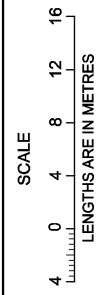
LAND DESIGN & DEVELOPMENT

CONSULTING SURVEYORS & PLANNERS

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Sheet 8

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COUNCIL NAME:

MORNINGTON PENINSULA SHIRE

COUNCIL REF: S13 / 5048



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS708052K

The land in PS708052K is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 86.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

111 WINONA ROAD MOUNT ELIZA VIC 3930

AY888361F 20/02/2025

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AR803914E 27/12/2018

Additional Owners Corporation Information:

OC019836N 15/10/2013

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS708052K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS708052K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	100	100
Lot 46	100	100
Lot 47	100	100
Lot 48	100	100
Lot 49	100	100
Lot 50	100	100
Lot 51	100	100
Lot 52	100	100
Lot 53	100	100
Lot 54	100	100
Lot 55	100	100
Lot 56	100	100
Lot 57	100	100
Lot 58	100	100
Lot 59	100	100
Lot 60	100	100
Lot 61	100	100
Lot 62	100	100
Lot 63	100	100
Lot 64	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 15/12/2025 11:18:50 AM

OWNERS CORPORATION 1
PLAN NO. PS708052K

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 65	100	100
Lot 66	100	100
Lot 67	100	100
Lot 68	100	100
Lot 69	100	100
Lot 70	100	100
Lot 71	100	100
Lot 72	100	100
Lot 73	100	100
Lot 74	100	100
Lot 75	100	100
Lot 76	100	100
Lot 77	100	100
Lot 78	100	100
Lot 79	100	100
Lot 80	100	100
Lot 81	100	100
Lot 82	100	100
Lot 83	100	100
Lot 84	100	100
Lot 85	100	100
Lot 86	100	100
Total	8600.00	8600.00

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

Statement End.

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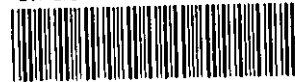
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AK802608D

23/12/2013 \$113 173



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9258 3555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:TED:6092167
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: Volume 11451 Folio 732

Responsible Authority: Mornington Peninsula Shire Council of 90 Besgrove Street, Rosebud, 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

Signature for the Authority:

Stephen Joy

Name of officer:

STEPHEN JOY

Position Held:

SUBDIVISIONS OFFICER

Date:

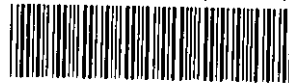
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Date 16 / 12 / 13



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

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

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 38 Austin Road, Somerville

Mornington Peninsula Shire Council
and

Mainline Property Investments Pty Ltd
ACN 120 539 853

Interstate offices
Canberra Sydney

Affiliated offices around the world through the
Advoc network - www.advoc.com



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AK802608D



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 16 / 12 / 13

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Parties

Name	Mornington Peninsula Shire Council
Address	90 Besgrove Street, Rosebud, Victoria
Short name	Council

Name	Mainline Property Investments Pty Ltd ACN 120 539 853
Address	Unit 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 the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 12 of the Planning Permit.
- 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.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Compensation Amount means the amount of compensation in respect of the Road Reserve agreed between a valuer appointed by Council and a valuer appointed by the Owner

Agreement means this Agreement and includes this Agreement as amended from time to time.

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As Constructed Costs means the as constructed costs of the Pavement Reconstruction calculated by Council following the practical completion of the Pavement Reconstruction.

Asphalt Works means the resheeting of Austin Road and Graf Road with 30mm asphalt adjacent to lots A and B on plan of subdivision no. 644739Y.

Common Property means the area delineated and identified on the Endorsed Plan as 'common property no. 1' or the like.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, custserv@mornpen.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Developer means Mainline Property Investments Pty Ltd ACN 120 539 853.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Estimated Costs means Council's estimate of the full cost of the Pavement Reconstruction.

Kerb and Channel means the kerb and channel along the western side of Austin Road and Graf Road adjacent to lots A and B on plan of subdivision no. 644739Y.

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

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

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 and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Pavement Reconstruction means the construction of the Kerb and Channel and the Asphalt Works.

Planning Permit means planning permit no. P13/0229, as amended from time to time, issued on 5 September 2013, authorising the subdivision of the Subject Land in accordance with the Endorsed Plan.



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

Road Reserve means the area delineated and identified on the Endorsed Plan as 'reserve no. 1 for public purposes' or the like.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.

Subject Land means the land situated at 38 Austin Road, Somerville being the land referred to in certificate of title volume 11451 folio 732 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;
- 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. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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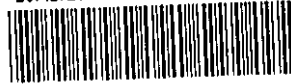
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4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Owner's specific obligations

The Owner covenants and agrees that the Owner must ensure that vehicles are permitted to access Lots 1 to 4 (inclusive) and Lots 11 to 15 (inclusive) only from the Common Property.

6. Developer's specific obligations

The Developer covenants and agrees that:

6.1 Payment of the Pavement Reconstruction

prior to the issue of a Statement of Compliance for the Subject Land, the Developer must pay the Estimated Costs of the Pavement Reconstruction; and

6.2 Adjustment of the Pavement Reconstruction payment

if the As Constructed Costs of the Pavement Reconstruction exceed the Estimated Costs of the Pavement Reconstruction, the Developer must pay the difference to Council within 30 days of a written request from Council to do so.

7. Parties' obligations

The Parties agree that:

7.1 Refund of payments towards the Pavement Reconstruction

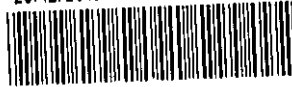
- 7.1.1 if the As Constructed Costs of the Pavement Reconstruction are less than the Estimated Costs, Council will refund the difference to the Developer within 30 days of a written request from the Developer to do so;
- 7.1.2 if Council does not commence the Pavement Reconstruction prior to 1 July 2016, Council will refund any payments the Developer has made towards the Pavement Reconstruction under this Agreement within 30 days of a written request from the Developer to do so;

7.2 Compensation for the Road Reserve

- 7.2.1 within 12 months of the Road Reserve vesting in Council, Council will pay the Agreed Compensation Amount to the Developer;
- 7.2.2 if the valuer appointed by Council and the valuer appointed by the Developer cannot reach agreement about the Agreed Compensation Amount, either Party

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may request the President of the Australian Property Institute (Victorian Division) or its successor body to appoint a valuer to determine the Agreed Compensation Amount;

- 7.2.3 the Agreed Compensation Amount replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1987* and the Act in respect of the Road Reserve; and
- 7.2.4 upon payment being made in accordance with this Agreement, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Road Reserve.

8. Owner's further obligations

8.1 Notice and registration

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

8.2 Further actions

The Owner:

- 8.2.1 must do all things necessary to give effect to this Agreement;
- 8.2.2 consents 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
- 8.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

8.3 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 8.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 8.3.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 8.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 8.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

8.4 Time for determining satisfaction

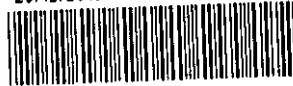
If Council makes a request for payment of any costs or expenses under clause 8.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been

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undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

8.5 Interest for overdue money

8.5.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

8.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

9. 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.

10. 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.

11. 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:

11.1 give effect to this Agreement; and

11.2 enter into a deed agreeing to be bound by the terms of this Agreement.

12. General matters

12.1 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:

12.1.1 personally on the other Party;

12.1.2 by leaving it at the other Party's Current Address;

12.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or



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12.1.4 by email to the other Party's Current Email.

12.2 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.

12.3 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.

12.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

12.5 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.

12.6 Governing law

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

13. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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Application by a Responsible Authority
for the making of a recording of an agreement
Section 181(1) **Planning and Environment Act 1987**

Lodged by:

Name: Norton Rose Australia
Phone: 8686 6000
Address: RACV Tower, 485 Bourke Street, Melbourne
Ref: TNB:ROC 2769498
Customer Code: 1724X

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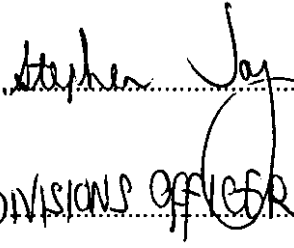
The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

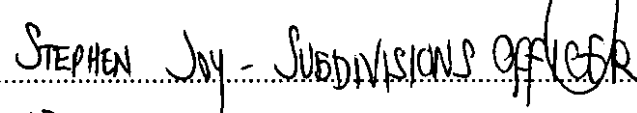
Land: Volume 09210 Folio 837

Authority: Mornington Peninsula Shire Council of Besgrove Street, Rosebud

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: 

Name of Officer: 
STEPHEN Jay - SUBDIVISIONS OFFICER

Date: 3-4-13

AK279440D

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 **NORTON ROSE**

Dated **3 - 4 -** 2013

Planning agreement

Parties

Mornington Peninsula Shire Council

Susan Margaret Halchenko

Mainline Property Investments Pty Ltd
ACN 120 539 853

Rory O'Connor
Norton Rose Australia
Level 15
485 Bourke Street
Melbourne VIC 3000
Tel: +61 (0)3 8686 6068
www.nortonrose.com
Our ref: 2769498

AK279440D



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AK279440D



Agreement dated **3 - 4 - 2013**

Parties **Mornington Peninsula Shire Council**
of Besgrove Street, Rosebud, in the State of Victoria
(Responsible Authority)

Susan Margaret Halchenko
of 28 Austin Road, Somerville in the State of Victoria
(Owner)

Mainline Property Investments Pty Ltd ACN 120 539 853
of 7 Denistoun Avenue, Mount Eliza in the State of Victoria
(Caveator)

Recitals

- A** The Responsible Authority is responsible for the administration and enforcement of the Mornington Peninsula Planning Scheme (**Planning Scheme**) pursuant to the provisions of the Act.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in Certificate of Title Volume 09210 Folio 837 being Lot 1 on Title Plan 167676S and known as 28 Austin Road, Somerville in the State of Victoria (**Land**).
- C** On 31 December 2010, the Caveator registered Caveat No. AH699794X on the Land in its capacity as purchaser in fee simple of the Land.
- D** On 28 July 2011, the Responsible Authority issued Planning Permit No. P11/0640 for the subdivision of land into two lots in accordance with the details submitted (**Planning Permit**).
- E** Condition 6 of the Planning Permit provides as follows:

"Prior to the issue of a Statement of Compliance, the subdivider must enter into an agreement with the Responsible Authority, pursuant to Section 173 of the Planning and Environment Act 1987. This agreement must be registered by the Responsible Authority pursuant to Section 181 of the Planning and Environment Act 1987 on the title of the subject land prior to approval of this subdivision.

This agreement must provide for the deferred payment of a Public Open Space Contribution to the Responsible Authority for Lot B created by this permit. The agreement must provide that when Lot B further subdivided, the Public Open Space Contribution must be satisfied for that lot prior to the issue of a Statement of Compliance for that subdivision.

NOTE: The costs in preparation and registration of such an agreement are to be met by the subdivider and should be paid prior to the registration of the agreement."

- F** The parties enter into this Agreement to facilitate the requirements referred to in Recital F above.

AK279440D



It is agreed

1 Definitions and interpretation

1.1 Definitions

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

- (1) **Act** means the Planning and Environment Act 1987;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Caveator** means Mainline Property Investments Pty Ltd (ACN 120 539 853);
- (4) **GST Act** means the New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time;
- (5) **Land** means the land described in Recital B;
- (6) **Lot B** means Lot B on the Plan of Subdivision;
- (7) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (8) **Planning Permit** means the Planning Permit described in Recital E including the plans endorsed under it;
- (9) **Planning Scheme** means the Mornington Peninsula Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (10) **Plan of Subdivision** means the plan of subdivision approved under the Planning Permit;
- (11) **Public Open Space Contribution** means a contribution to the Responsible Authority for public open space in accordance with Clause 52.01 of the Planning Scheme;
- (12) **Responsible Authority** means Mornington Peninsula Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
- (13) **Tribunal** means the Victorian Civil and Administrative Tribunal.

2 Interpretation

In this Agreement, unless the context indicates otherwise:

A reference to this Agreement includes any variation or replacement of it.

- (1) The singular includes the plural and the plural includes the singular.
- (2) A reference to a gender includes a reference to each other gender.

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- (3) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (4) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (5) A reference to a statute includes any subordinate instruments made under that statute.
- (6) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (7) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (8) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (9) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3 Specific obligations of the Owner

The Owner agrees that:

- 3.1 The Public Open Space Contribution required for Lot B on the Plan of Subdivision may be deferred until the further subdivision of Lot B.
- 3.2 Prior to the issue of a Statement of Compliance for any further subdivision of Lot B, the Owner must make the Public Open Space Contribution to the Responsible Authority for that subdivision, to be calculated in accordance with the Planning Scheme at the relevant time.

4 Further obligations of the Owner

The Owner further agrees that:

- 4.1 Notice and registration

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

- 4.2 Mortgagee to be bound

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

- 4.3 Registration of Agreement

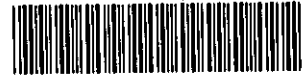
The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

AK279440D

09/04/2013

\$110.30

173



4.4 Responsible Authority's costs to be paid

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority of and incidental to the preparation, execution and registration of this Agreement. Those costs are and remain a charge on the Land until paid.

4.5 Indemnity

The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.6 Responsible Authority access

The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement following two (2) days written notice to the Owner.

5 Further assurance

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

6 Obligations of the Responsible Authority

The Responsible Authority agrees that the Public Open Space Contribution for Lot B may be deferred until such time as the further subdivision of that lot.

7 Agreement under section 173 of the Act

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

8 Agreement runs with the land

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with the Land and bind the Owner.

9 Owner's warranties

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

10 Planning objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

AK279440D



11 Successors in title

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

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

12 Goods and services tax

12.1 Definitions and expressions

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

12.2 Liability to pay any GST

Except where express provision is made to the contrary, and subject to this clause, any consideration that may be provided under this Agreement is exclusive of any GST. If a party makes a taxable supply in connection with this Agreement for a consideration which represents its value, then the recipient of the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

12.3 Costs

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

12.4 Tax Invoice

A party's right to payment of GST is subject to a tax invoice being delivered to the recipient of the taxable supply.

13 General matters

13.1 Service of notice

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

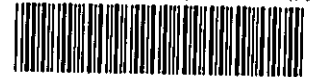
- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

13.2 Time of service

A notice or other communication is deemed served:

AK279440D

09/04/2013 \$110.30 173



- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

13.3 No waiver

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

13.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

13.5 Severability

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

13.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or must not be done without its consent and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses 13.6(2) and 13.6(3) above, and unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

13.7 No fettering of Responsible Authority's powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or

AK279440D



certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

14 Commencement of Agreement

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

15 Amendment

Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

16 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

17 Ending of Agreement

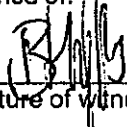
- 17.1 This Agreement will end once the Owner has completed, to the satisfaction of the Responsible Authority, all of the obligations imposed upon it under this Agreement or otherwise by agreement between the parties in accordance with Section 177(2) of the Act.
- 17.2 Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

Executed by the parties as a deed.

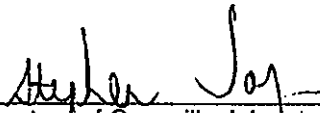
AK279440D



Signed sealed and delivered by
STEPHEN JOY on behalf of the
Mornington Peninsula Shire Council,
pursuant to an Instrument of Delegation
authorised by Resolution of the
Mornington Peninsula Council in the
presence of:



Signature of witness



Signature of Council's delegate

BETHANY HUGHES

Name of witness
(BLOCK LETTERS)

2 QUEEN ST MORNINGTON

Address of witness

Signed sealed and delivered by **Susan
Margaret Halchenko** in the presence of:

Signature of witness





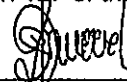
Name of witness (BLOCK LETTERS)

Verna A Cook

Address of witness

VERNA A. COOK
5 / 8 St Andrews Street, Brighton 3186
An Australian Legal Practitioner
(within the meaning of the
Legal Profession Act 2004)

Executed by **Mainline Property
Investments Pty Ltd** in accordance with
section 127 of the *Corporations Act 2001*:



Director/Company Secretary

DARYL HENWOOD

Name of Director/Company Secretary
(BLOCK LETTERS)

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1208720

APPLICANT'S NAME & ADDRESS

SP CONVEYANCING VICTORIA PTY LTD C/- LANDATA
DOCKLANDS

VENDOR

FINDLAY, WILMA MAY

PURCHASER

VENDOR, APPLICATION

REFERENCE

Findlay 25489

This certificate is issued for:

LOT 55 PLAN PS708052 ALSO KNOWN AS 31 CABERNET DRIVE SOMERVILLE
MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

A Proposed Amending Planning Scheme C219morn has been placed on public exhibition which shows this property :

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 6 - C219morn

A detailed definition of the applicable Planning Scheme is available at :

<http://planningschemes.dpcd.vic.gov.au/schemes/morningtonpeninsula>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

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

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

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

LANDATA®

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

15 December 2025

Sonya Kilkeny
Minister for Planning

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.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

Rates and Valuation Notice

2025-26

RN
2025

Website mornpen.vic.gov.au
Call us 1300 850 600
(local call, fees apply)
Post Private Bag 1000,
Besgrove Street,
Rosebud 3939
ABN 53 159 890 143



032-3912 (24793)

W M Findlay
31 Cabernet Drive
SOMERVILLE VIC 3912

Property details

31 Cabernet Drive SOMERVILLE VICTORIA 3912
Lot 55 PS 708052 Vol 11475 Fol 122

Land Site Value:
\$270,000

Capital improved value
\$605,000

Net annual value
\$30,250

AVPCC
120 - Dwelling

Financial details

Residential Improved Rate (0.001414 x CIV)	\$855.45
Waste Service Charge	\$433.00

Total Shire rates and charges

\$1,288.45



ESVF Residential Fixed
ESVF Residential Variable (0.000173 x CIV)

\$136.00

\$104.65

Total State Government ESVF

\$240.65

Balance due

\$1,529.10

Property number

138674

Total amount due

\$1,529.10

Arrears (due immediately)

\$0.00

Current payable

\$1,529.10 15/02/2026

Instalments

1st	\$383.10 Due 30/09/2025
2nd	\$382.00 Due 30/11/2025
3rd	\$382.00 Due 28/02/2026
4th	\$382.00 Due 31/05/2026

Key dates

Date of issue	29/08/2025
Date of declaration	17/06/2025
Date of valuation	01/01/2025

ezyBILL

Get your rates notice via email.
mornpen.ezybill.com.au

The rating year:
01/07/2025 to 30/06/2026.

You are on a direct debit plan,
please do not pay.

Property owners:

W M Findlay



Pay with Card or Bank

New

Scan the QR or pay in full or choose
from flexible weekly, fortnightly or
monthly instalments. You can also pay
online at pay.mornpen.vic.gov.au

- Helpful reminders.
- Card or bank payments.
- See your balance.

Powered by  Payble



VISA



Biller code: 3653
Ref no: 2201386741



Biller code: 20537
Ref no: 2201386741



*3653 2201386741

BPAY® this payment via online or phone
banking. We've issued a new BPAY® reference
number for your property. Please use it and
disregard previous details.



2025-26
waste voucher
Non-transferable.
Expiry: 30/09/2026
MOR256W1Q001103285



2025-26
waste voucher
Non-transferable.
Expiry: 30/09/2026
MOR25H6MY001103282



2025-26
waste voucher
Non-transferable.
Expiry: 30/09/2026
MOR25BU6S001103284



2025-26
waste voucher
Non-transferable.
Expiry: 30/09/2026
MOR250YH3101103283

Southern Peninsula Conv
E-mail: spc05@spconveyancing.com.au

Statement for property:
LOT 55 31 CABERNET DRIVE
SOMERVILLE 3912
55 PS 708052

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03C//02099/27	Findlay 25489	15 DECEMBER 2025	51038548

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	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		\$176.08
Usage Charges*	Billed until 5/12/2025	\$9.74
Payments		\$50.22
TOTAL UNPAID BALANCE		\$135.60

- The meter at the property was last read on 05/12/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$0.57 per day**

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

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

2. Encumbrance Summary

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

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

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

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

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

3. Disclaimer

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

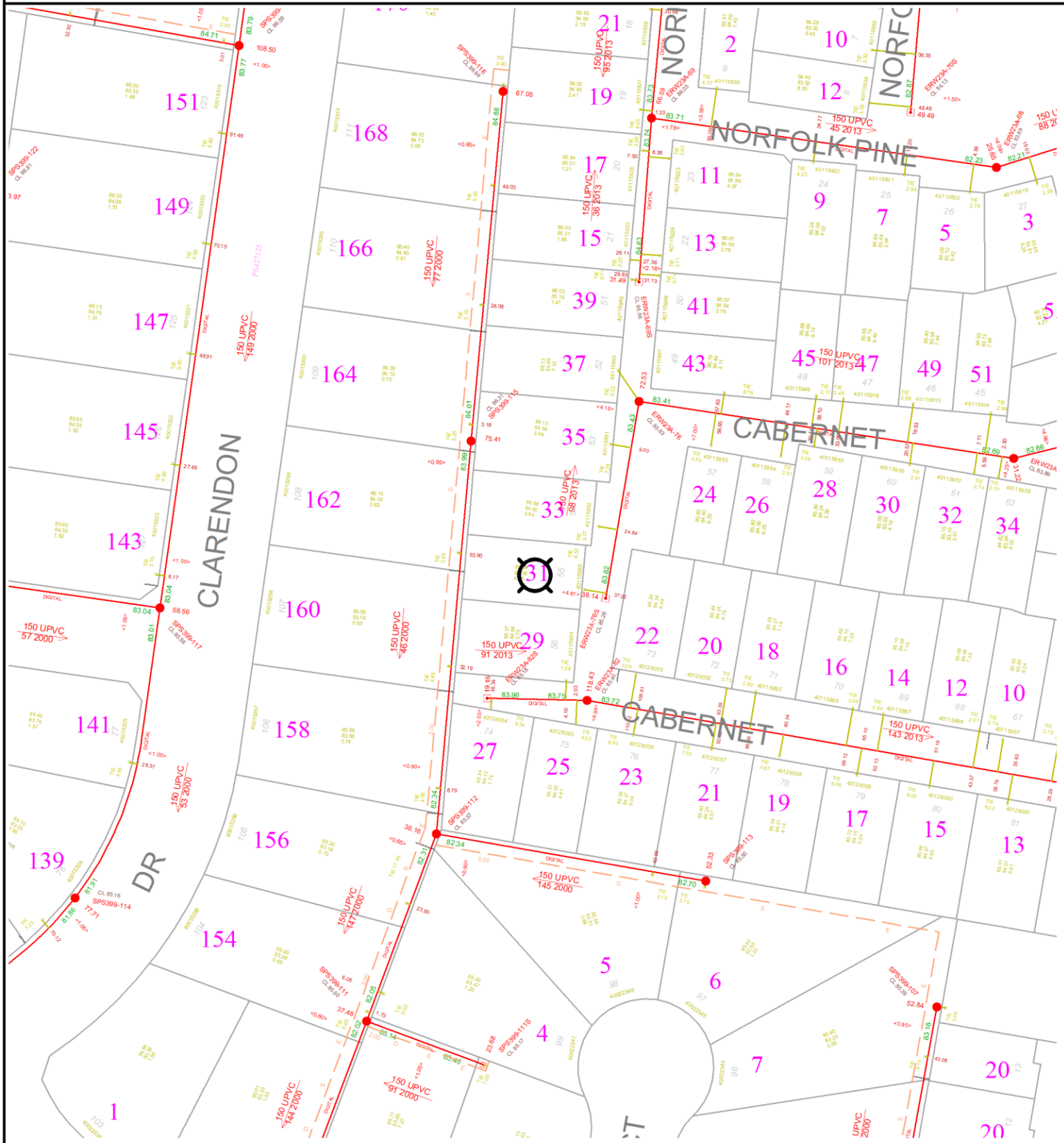
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

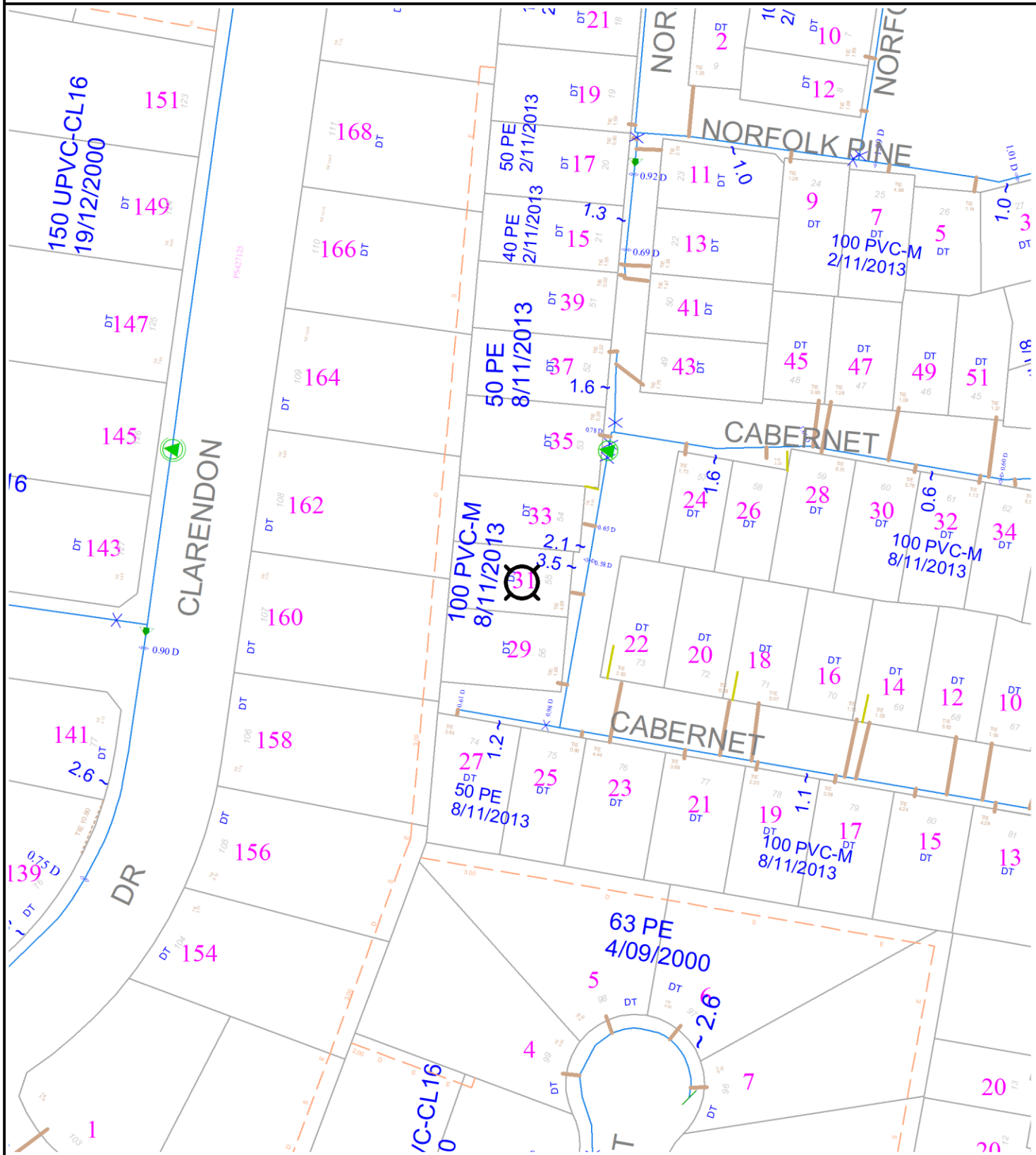
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



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

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

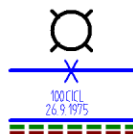
- | | | | | | |
|--|------------------|--|-------------------|--|------------------------|
| | Sewer Main | | Underground Drain | | Natural Waterway |
| | Maintenance Hole | | Channel Drain | | Underground Drain M.H. |



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

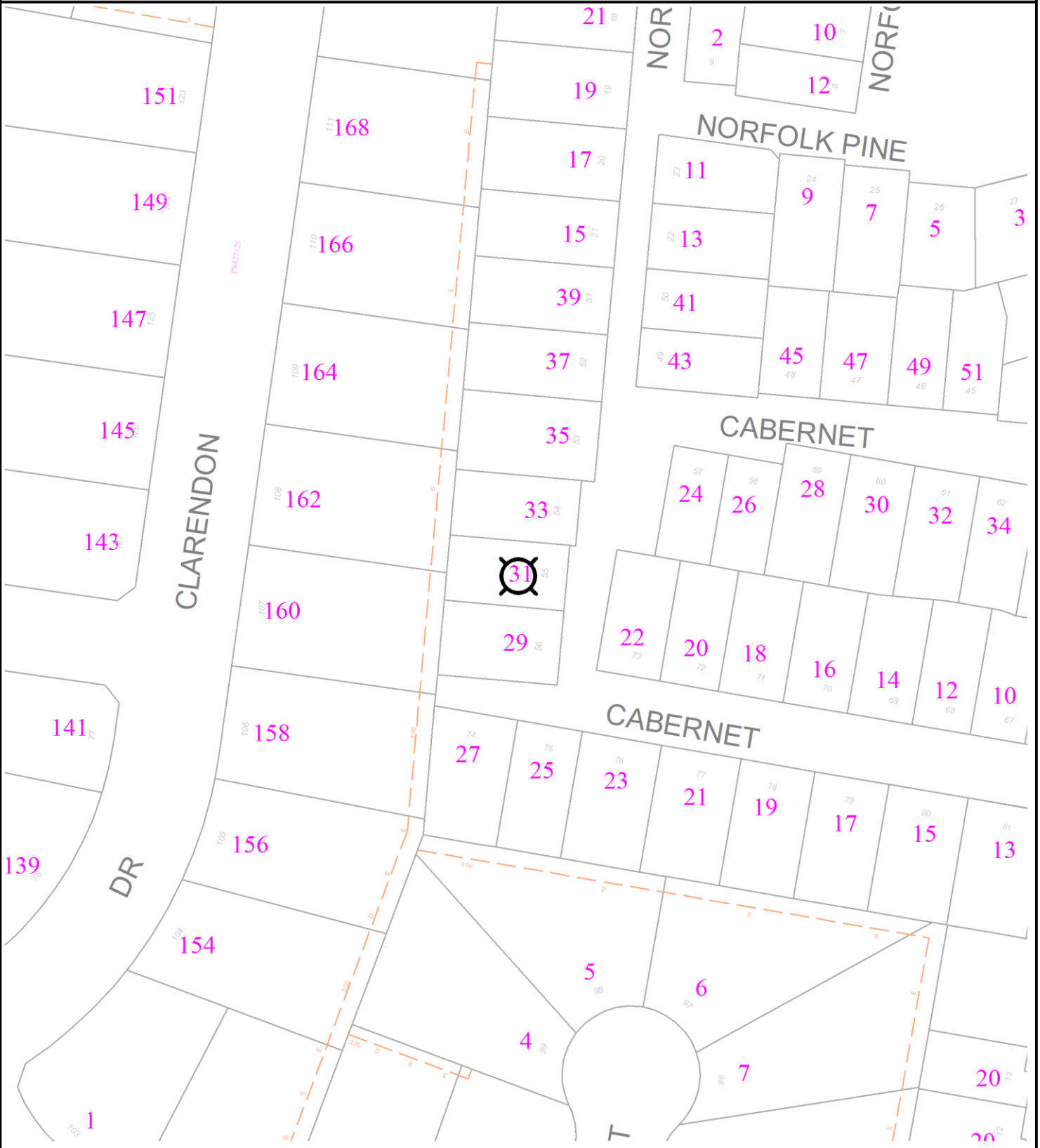
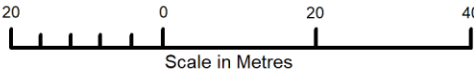
LEGEND

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



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

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

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

Property Clearance Certificate

Land Tax



SP CONVEYANCING VICTORIA PTY LTD

Your Reference:	LD:79107415-016-5.FINDLAY
Certificate No:	94637388
Issue Date:	15 DEC 2025
Enquiries:	ESYSPROD

Land Address:	31 CABERNET DRIVE SOMERVILLE VIC 3912
---------------	---------------------------------------

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41122512	55	708052	11475	122	\$0.00

Vendor: WILMA FINDLAY
Purchaser: APPLICATION VENDOR

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS WILMA MAY FINDLAY	2025	\$290,000	\$0.00	\$0.00

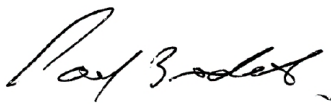
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

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

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$620,000
SITE VALUE (SV):	\$290,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 94637388

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 = \$290,000

Calculated as \$975 plus (\$290,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,200.00

Taxable Value = \$620,000

Calculated as \$620,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 94637388

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: 94637388

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



SP CONVEYANCING VICTORIA PTY LTD

Your Reference: LD:79107415-016-5.Findlay 2548

Certificate No: 94637388

Issue Date: 15 DEC 2025

Enquires: ESYSPROD

Land Address: 31 CABERNET DRIVE SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41122512	55	708052	11475	122	\$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:	\$620,000
SITE VALUE:	\$290,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94637388

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



SP CONVEYANCING VICTORIA PTY LTD

Your	LD:79107415-016-5.FINDLAY
Reference:	2548
Certificate No:	94637388
Issue Date:	15 DEC 2025

Land Address:	31 CABERNET DRIVE SOMERVILLE VIC 3912				
Lot	Plan	Volume	Folio		
55	708052	11475	122		
Vendor:	WILMA FINDLAY				
Purchaser:	APPLICATION VENDOR				
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: 94637388

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: 94637386 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: 94637386 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 Regulation 11 and 12

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

Owners Corporation Plan Number 708052K

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

Vendor: Wilma Findlay

Purchaser:

This certificate is issued for Lot 55 on Plan Number of Subdivision Number 708052K

The postal address is 31 Cabernet Drive Circuit Somerville 3912

- 1 The current fee for the above Lot is \$376.00 per quarter.
- 2 The Owners Corporation Fees are paid up until: 28 February 2026
- 3 Unpaid fees including interest now total: \$Nil. Next fee due 1 March 2026. **However this owner has pre-paid \$351 of the \$376 of the 1 March levy.**
- 4 The following special fees or levies have been struck and are due and payable on the dates indicated – NIL.
- 5 The Owners Corporation has performed or is about to perform the following repairs, work or acts which may incur an additional charge to that set out above - NIL
- 6 Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies or repair and maintenance plans other than set out above? - No
- 7 The Owners Corporation has the following insurance cover –

Name of Company	SCI Insurance.
Policy Number	VRSC22005665
Policy Type	Residential Strata Insurance Plan
Building Amount	\$35,962,500
Public Liability Amount	\$20,000,000
Buildings Covered	86 Residential Units
Renewal Date	18/10/2026
- 8 The Owners Corporation has submitted special rules to the Office of Titles.
- 9 Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? – No
- 10 Are there any legal proceedings to which the Owners Corporation is a party or any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings? – No
- 11 Has the Owners Corporation members arranged their own insurance in accordance with Section 63 of the Act? – No

- 12 The total funds held by the Owners Corporation as of the last financial statement prepared on 28th February 2025: \$9,229.77
- 13 Has the Owners Corporation granted any lease, licence or agreements affecting the common property? – No
- 14 Has the Owners Corporation made any current agreements to provide services to members and occupants or the public for a fee? - No
- 15 The body corporate is not a party to any proceeding or aware of any circumstances which may give rise to proceedings except the following –
- 16 No appointment or proposal for the appointment of an administrator has been made.
- 17 The Owners Corporation has appointed an Owners Corporation Manager.
The Manager is Phase Strata Title Management Pty Ltd – PO Box 137 Mount Eliza Vic 3930
Phone (03) 9775 4676. EMAIL: info@psmoc.com.au

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

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

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

Dated this: 12 December 2025

This Owners Corporation Certificate was prepared by:-



Scott Elliott (Owners Corporation Manager and Delegate)



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

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

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

*Delete if applicable

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

STATEMENT OF ADVICE & INFORMATION FOR PROSPECTIVE PURCHASERS & LOT OWNERS

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

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an owners corporation

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

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

MODEL RULES FOR AN OWNERS CORPORATION

1. HEALTH, SAFETY AND SECURITY

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.2.2 This rule does not apply to:

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

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

1.3 Waste disposal

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

2. MANAGEMENT AND ADMINISTRATION

2.1 Metering of services and apportionment of costs of services

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

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

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

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

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

3. USE OF COMMON PROPERTY

3.1 Use of common property

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

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

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

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

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

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

3.2 Vehicles and parking on common property

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

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

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

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

3.3 Damage to common property

- 3.3.1** An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation
- 3.3.2** An owner occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation
- 3.3.3** An approval under subrule (3.3.1) and (3.3.2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject
- 3.3.4** An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building
- 3.3.5** The owner or person referred to in subrule (3.3.4) must keep any device, screen or barrier installed in good order and repair

4. LOTS

4.1 Change of use of lots

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

5.1 Behaviour of owners, occupiers and invitees on common property

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

5.2 Noise and other nuisance control

- 5.2.1** An owner or occupier of a lot or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property
- 5.2.2** Subrule (5.2.1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

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

MINUTES OF ANNUAL GENERAL MEETING 2025

COMPLEX:	38 Austin Road (Cabernet Drive, Norfolk Pine Circuit, Graf Road & 26 Austin Road), SOMERVILLE VIC 3912	OCPN:	708052K
HELD:	Somerville Recreational Centre on Tuesday 15 April 2025 at 6.30pm		
PRESENT/REPRESENTED:	Lot 4: M Rose, Lot 44: K Beard & J Spence, Lot 45: M Elliott, Lot 63: J & J Hallo, Lot 73: M & T Hudgson & Lot 81: A Wallace.		
APOLOGIES/PROXIES:	Apology received from Lot 14: Edwards Property, Lot 23: B Triptree Lot 33: S Howe & T Grover, Lot 36: P & J O'Beirne, Lot 40: H Peacock & E Marriott, Lot 49: F Hammond, Lot 50: A & P Marsh, Lot 51: N Castor, Lot 57: T & R Mahoney, Lot 77: D & P Fischer & Lot 86: R Crump. Proxy received from Lot 21: C Michaelson in favour of S Elliott.		

Quorum?	A quorum was not met for the Annual General Meeting, as such all decisions made at the Annual General Meeting <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 28 February 2025 was discussed in detail, agreed upon and accepted. The OC Proposed Budget for the year 2025 was discussed agreed upon and accepted, noting that the 2025 Owners Corporation Fees were to increase \$376 per quarter to allow for all the costs associated to the complex this financial year whilst ensuring the safeguard of the sinking fund. An adjustment will appear on the June Levy for the March levy being issued at the lower rate. The following shows the breakdown of this for a full explanation: New fee is: \$376 per quarter. Total: \$1504 per annum. 1 March levy was issued at the lower rate of \$363.50 per quarter. A shortfall of \$12.50 1 June levy will be issued at the new rate of \$376 as well as the shortfall from March = \$388.50 1 September levy will be issued at the new rate of \$376 1 December levy will be issued at the new rate of \$376 Total: \$1504 which is the same as the above when you add up all the quarters. PSM advised that this increase in fees was extremely conservative and in order to safeguard the funds left in the sinking fund that a fairly quiet year be had at the complex. All items costed and spent at the complex this year need to be fully funded out of the current common area fund in this financial year's budget. All attending members agreed to this.	

Owners Corporation Committee of Management:	
A vote of thanks was given to the outgoing Owners Corporation Committee of Management, all Owners Corporation Committee of Management positions were declared vacant and nominations called for new Owners Corporation Committee of Management Members for 2025 with Lot 23: B Triptree, Lot 44: J Spence, Lot 45: M Elliott, Lot 49: F Hammond, Lot 63: J Hallo & Lot 81: A Wallace all nominated. No chairperson was nominated at the meeting.	

Owners Corporation Management:	
An Ordinary Resolution dated 15 April 2025 was moved and passed stating "That PSM OC Pty Ltd, be reappointed as Owners Corporation Manager of OCPN 708052K for the following 12-month period". The necessary <i>Owners Corporation Management Agreement</i> was sealed and signed.	

General Business Items:	
OC Building Insurance:	Scott Elliott, advised and fully discussed the Owners Corporation Insurance together with his function and obligations and it was then agreed by the members that the present SCI Building Insurance coverage of \$34,250,000 was adequate for the following 12 months. Owners Corporation Members also agreed that the present Public Risk coverage of \$20,000,000.00 was also adequate.
WH&S:	The issues regarding Work Health & Safety at the complex was again discussed, it was agreed that no professional WH&S annual inspection was required and that the property will be periodically inspected with regards to WH&S issues by Owners, Managers and/or Maintenance Contractors.
Correa Hedging:	Attending members mentioned that whilst the contractor has been given instruction to trim the hedges at the complex and tidy the complex look and feel that some has been taken down too much thus losing privacy. PSM to advise the gardening contractor to refrain from trimming 37 Norfolk Pine and 53 Cabernet. These will then become the owner's responsibility to maintain and trim to the height they deem acceptable. Whilst the above is considered, it is not possible for the gardening contractor to personalise their trimming to all lots. They need to create a standard for the entire complex.
Fire Pits on Private Property:	Discussion took place with one attending member asking if there were any OC rules in place with having fire pits within back yards. PSM advised at the meeting that this does not constitute or have any impact on common property and therefore the OC managers are not the governing body in relation to this matter however, they would out of courtesy contact the local council to check whether there are any bi-laws in relation to this issue. In speaking with the local safety officer, there are no rules in relation to residents owning and using fire pits. There are times when they cannot be used such as when the CFA declare a high fire danger period or when there is a total fire ban. Other than these stipulations, residents are able to use fire pits for warmth and sustenance without breaching any council laws.
Retaining wall near units 41 Norfolk Pine:	An attending member tabled their concern in relation to the maintenance of the wall at 41 Norfolk Pine Circuit. PSM previously discussed this issue with the owner in January with it being agreed that PSM would contact the owner of 41 NPC which occurred in January. The issue is that the fence is not on owner's corporation land and is the responsibility of that private lot as it borders council land. Members that are worried about this wall may need to lodge a complaint with council and council then may issue this owner is a work order or notice to repair.
Lighting near 37 Norfolk Pine:	It was tabled at the meeting that the light near 37 Norfolk Pine was not working. PSM to organise for an electrician to attend to assess the light.
Common property bench damage:	It was discussed at the meeting that the common area bench seat in the open area near Norfolk Pine Circuit was damaged. PSM to review and obtain quotes for its repair.

There being no further General Business, the Owners Corporation AGM was closed at 7.45pm
Scott Elliott – Chairperson.



CERTIFICATE OF CURRENCY

THE INSURED

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

POLICY LIMITS / SUMS INSURED

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

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further

notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

38 Austin Road, Somerville, VIC 3192 (OCPN 708052K)

Norfolk Pine Circuit, Cabernet Drive, 62-66D Graf Road & 1-3/26A Austin Road.

RE: Approved planting schedule for gardens visible from common property.

The committee of management have worked on an approved planting schedule for all lot owners to utilise if they would like to make any garden alterations that are visible to common property.

The planting schedule has been carefully considered to compliment the local environment and has been compiled using plants prevalent to the local area that will thrive at the complex given all the conditions of soil and local climate.

The plant list is attached for reference. If any member wishes to alter any garden areas that are on their titled land but visible from any part of common area, this below plant list is the only list you can use. No other deviations or considerations will be made outside of this list.

Any member that does not adhere to this list, may be asked to rectify their gardens or plant in line with the list attached.

Furthermore, any changes to gardens that are visible from common property will need to be watered by the owner. There is no common area water tap and as such any establishment of plants will be the owners responsibility. It will not be the owners corporations responsibility to fund or replace any plants that have died or require replacing.

APPROVED PLANT LIST FOR NORFOLK RISE ESTATE:

- Pyrus Calleryana ("Capital" Ornamental Pear only)
- Dwarf Japanese Maples (any)
- Buxus (any)
- Nandinas (any)
- Westringia (any)
- Correas (any)
- Australian Native Daisies (any)
- Narrow garden bed between driveways: Buxus or Nandinas only
- Garden bed edging: Treated Pine, unpainted.
- Mulch: Pine Bark, natural colour.

Kind regards

Scott Elliott

PSM Owners Corporation Manager

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: Norfolk Rise Estate

(Norfolk Pine Circuit, Cabernet Drive, Graf Road & 26 Austin Road)

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

PARKING:

Please refer to the table below which highlights where each lot can park.

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

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

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

PARKING TYPE	LOT NO	UNIT NO	PARKING DESCRIPTION
Single Garage + 1 Space Directly in Front of Garage	1, 10, 28, 45, 46, 56, 57, 58, 62, 67	43, 2, 1 Norfolk Pine, 51, 49, 29, 24, 26, 34, 10 Cabernet	The resident's vehicles permanently parked at this lot can park in their SINGLE garage or the area directly in front of their garage as this is on their titled land.
Double Garage with NO space in front of Garage	20, 21, 22, 23, 49, 50, 51, 52, 84, 85, 86	11, 13, 15, 17 Norfolk Pine, 37, 39, 41, 43 Cabernet, 1/26A, 2/26a, 3/26a Austin Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage. There is NO Provision to park in front of their garage.
Double Garage + Min of 1 space in front of Garage*	Lots 2-9, Lots 11-19, Lots 24-27, Lots 38-44, 47, 48, 53, 54, 55, 59, 60, 61, Lots 63-66, Lots 68-83	1-9 Cabernet, 11-23 Cabernet, 30-33 Cabernet, 25, 27, 28, 35, 45, 47, 51, 55, 57 Cabernet, 3-10 Norfolk Pine, 12 Norfolk Pine, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41 Norfolk Pine	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. <i>*Common sense should prevail. Some units only have one space in front of their garage. Others might have 2 depending on the width of the driveway. No Vehicles should be parked on any lawn/grassed areas.</i>
Graf Rd (Double Garage + Min of 2 spaces in front of their garage)	29, 30, 31, 32, 33, 34, 35, 36, 37	62, 62A, 64, 64A, 66, 66A, 66B, 66C, 66D Graf Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. Some units will have provision for 2-3 vehicles to park behind each other depending on the length of the driveway

VISITOR PARKING:

As the term implies any marked *Visitor's Car Parking* spaces are to be used **only** for that purpose and under **no** circumstances should *Visitor's Car Parking* spaces be used by residents as additional permanent car parking areas.

Please see overleaf for the approved parking plan for your complex which highlights the Visitor Parking areas. NO RESIDENTS ARE TO PARK IN THESE AREAS AT ANY TIME. THERE 20 VISITOR PARKING SPACES AT YOUR COMPLEX.

PSM Owners Corporation

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

ABN: 65 081 576 847

TOWING SYSTEM:

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

SPEEDING:

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

REFUSE COLLECTION:

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

CHANGES VISIBLE FROM COMMON AREA:

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



The Pink area denotes the 20 available visitors parking space at the complex

Yours sincerely - Scott Elliott - Owners Corporation Manager

PSM Owners Corporation

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

ABN: 65 081 576 847

Dear Owners Corporation Member,
Re: Towing instructions for the Norfolk Pine Estate

The towing procedures at your complex are as follows:

1. All residents at the complex as per the previously distributed Complex Rules and Regulations have provision to park at least two vehicles on their title. Please see the attached table below for further clarification:

PARKING TYPE	LOT NO	UNIT NO	PARKING DESCRIPTION
Single Garage + 1 Space Directly in Front of Garage	1, 10, 28, 45, 46, 56, 57, 58, 62, 67	43, 2, 1 Norfolk Pine, 51, 49, 29, 24, 26, 34, 10 Cabernet	The resident's vehicles permanently parked at this lot can park in their SINGLE garage or the area directly in front of their garage as this is on their titled land.
Double Garage with NO space in front of Garage	20, 21, 22, 23, 49, 50, 51, 52, 84, 85, 86	11, 13, 15, 17 Norfolk Pine, 37, 39, 41, 43 Cabernet, 1/26A, 2/26a, 3/26a Austin Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage. There is NO Provision to park in front of their garage.
Double Garage + Min of 1 space in front of Garage*	Lots 2-9, Lots 11-19, Lots 24-27, Lots 38-44, 47, 48, 53, 54, 55, 59, 60, 61, Lots 63-66, Lots 68-83	1-9 Cabernet, 11-23 Cabernet, 30-33 Cabernet, 25, 27, 28, 35, 45, 47, 51, 55, 57 Cabernet, 3-10 Norfolk Pine, 12 Norfolk Pine, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41 Norfolk Pine	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. <i>*Common sense should prevail. Some units only have one space in front of their garage. Others might have 2 depending on the width of the driveway. No Vehicles should be parked on any lawn/grassed areas.</i>
Graf Rd (Double Garage + Min of 2 spaces in front of their garage)	29, 30, 31, 32, 33, 34, 35, 36, 37	62, 62A, 64, 64A, 66, 66A, 66B, 66C, 66D Graf Road	The resident's vehicles permanently parked at this lot can park in their DOUBLE garage or the area directly in front of their garage as this is on their titled land. Some units will have provision for 2-3 vehicles to park behind each other depending on the length of the driveway

2. All other areas at the complex that are on common property are strictly 'no parking' areas. Such as on the garden or on/blocking footpaths. Any vehicles that park on footpaths, gardens, internal driveways or any other part of common property will have their vehicle towed.
3. All 20 visitor parking bays are not to be utilised by residents. These are for genuine visitors to use when visiting residents at the complex. If residents park in the visitors parking bays they are at risk of having their vehicle towed away.
4. **DEFINITION OF A VISITOR:** A visitor to the complex is a short-term visitor only. If you have a partner/additional resident at the complex that stays at the complex more days in the week than not they are classed as a resident. Overnight visitors are permitted but not on over three consecutive days. If this is the case they are a resident and will need to abide by the complex rules. Furthermore, a visitor cannot park their vehicle in the visitors space on a Friday night and leave it unmoved for the whole weekend. This is unfair use of the limited visitors spaces at the complex.
5. If any vehicles are parked on garden areas, blocking footpaths or any other part of common area that is not a visitors parking area **ANY** resident can call the towing company below and have these

PSM Owners Corporation

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ABN: 65 081 576 847

cars towed immediately. The procedure is different for the visitors parking spaces. For the towing company to tow a vehicle from this area a photo of the vehicle, registration, make and model of car will need to be supplied to the towing company. You will also need to provide some photo ID to ensure that you are a resident at the complex and you will need to fill in the online towing authority form: <https://www.anytimetowing.com.au/tow-away-authority-form/> The towing company will not tow a car away if there is insufficient evidence.

6. **Visitor parking spaces** – if you believe a resident is utilising a visitors parking space you will need to contact our office in writing via email. You will need to provide a photo of the vehicle stating its location within the complex, along with the registration number, make, model and colour of car and also the unit you believe this car belongs to.
 - 6.1.1 We will then contact the owner or property manager and advise them to immediately move from the visitor parking bay and advise them not to utilise these spaces in the future. If the vehicle remains in place after the 24-hour period after the first warning a second warning will be issued. After the third warning any vehicle associated with that lot will without further notice be towed. Our office will need to be notified, provided all the relevant details and **ONLY** our office (Phase Management) or the elected committee of management (if out of office hours) will be able to call in this vehicle to be towed under our instruction.
 - 6.1.2 This 3-warning policy refers to an individual unit/lot not an individual vehicle and the accumulative effect of all/any associated vehicles of a lot is taken into consideration. For example, if an individual lot has three cars and each car on three separate occasions is witnessed to be parked in the visitor only parking bays this will constitute 3 warnings. If a lot has previously received warnings, these warnings are taken into account regardless of the timeframe if they continue to park in the visitor parking spaces.
7. Towing company details: Anytime Towing. Telephone number: 0409 982 860. Email address: towaway@anytimetowing.com.au
8. If a vehicle is towed, Anytime Towing will charge from \$440 to release the vehicle. There is also a \$50 a day storage charge for the vehicle. To have your vehicle released it is the owner's responsibility to call the number above. You will need to pick up your vehicle from Anytime Towing's depots which are located in Mornington, Dandenong and Altona.
9. If the above procedures are followed this will not lead to genuine visitor's cars being towed away.
10. It will also be mandatory to contact our office if you have a visitor staying with you for more than three consecutive days which often occurs at certain times during the year. Provide us with their vehicle details and we will ensure that in these instances these vehicles will not get towed. If these details are not provided to our office, we have the right to deny visitors from utilising these spaces.

If you have any questions relating to the above, please call us.

Yours sincerely



Scott Elliott - **Owners Corporation Manager**

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

15 March 2018

Dear Owners Corporation Member,

RE: OCPN: 708052K - Visitor Parking, parking on common area – implementation of towing system at Norfolk Rise Estate comprising of Norfolk Pine Circuit, Cabernet Drive, Graf Road and 26 Austin Road.

The ballot for the special resolution worded *'The members of the Owners Corporation plan number 708052K hereby resolve in accordance with The Owners Corporations Act 2006 to approve the implementation of a third-party Towing system at the Norfolk Rise Estate to more effectively manage and police the non-sanctioned parking on common property'* has now ended.

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

The total lots at the complex is: **86** with **55 lots** voting in favour of the implementation of a third-party towing system at the Norfolk Rise Estate and **8 lots** voting against. 23 lots failed to register a vote.

In accordance with the Owners Corporation Act 2006, Part 4, Section 97, Sub-section 5, the interim special resolution will be passed on 3 April 2018 unless lots owners who hold more than 25% of the total votes for all the lots affected by the Owners Corporation petition Phase Management against the resolution.

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

Kind regards

Scott Elliott
Owners Corporation Manager

Phase Strata Management

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

ABN: 56081576847

Willerby's Solicitors

ENDURING POWER OF ATTORNEY APPOINTMENT

This enduring power of attorney is made under Part 3 of the Powers of Attorney Act 2014 incorporating the amendments in the Powers of Attorney Amendments Act 2016 and has effect as a deed under section 61 of the Act.

Section 1: Principal (You)

The person making this enduring power of attorney is known as the 'principal'. Whenever you see the word 'principal' in this form, it means you.

WILMA MAY FINDLAY

name of principal

12 HEDGELEY COURT, LANGWARRIN VICTORIA

residential address of principal

Revocation of previous enduring powers of attorney

Under section 55 of the Powers of Attorney Act 2014 any existing enduring power of attorney previously made by you will be revoked on making this enduring power of attorney, unless you specify otherwise.

An existing enduring power of attorney is taken to include an enduring power of attorney made under the Powers of Attorney Act 2014 or the Instruments Act 1958 and an appointment of an enduring guardian made under the Guardianship and Administration Act 1986.

Complete the section below if you want an existing enduring power of attorney to continue or want part of an existing power of attorney to continue.

I specify that the following existing enduring power of attorney or parts of an existing enduring power of attorney made by me are not revoked by this enduring power of attorney (specify date made, if known)

Section 2: Your Attorney

I appoint the person listed below as my attorney.

Insert your attorney's name or, if appointing a company, the business name. Insert position, if appointing the occupant of a position.

JASON ANDREW FINDLAY

name of attorney

8 BENDEMERE COURT, LANGWARRIN VICTORIA

residential or business address of attorney

What decisions can this attorney make?

☒ I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney (including both personal and financial matters)

☐ I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney for:

☐ personal matters only

personal matters are matters that relate to your personal or lifestyle affairs. Common examples include health care matters (including decisions about whether to consent to medical or dental treatment), access to support services and where and with whom you live.

☐ financial matters only

financial matters are matters (including legal matters) that relate to your financial or property affairs. Common examples include paying expenses, making investments, undertaking a real estate transaction and carrying on a business.

☐ the following specified matters:

DARCIE LOUISE COPPARD
408 Nepean Hwy Frankston 3199
Australian Legal Practitioner

LA Wilma Findlay

Darcie Coppard

I certify that this is a true copy
of the original seen by me

Do you want to appoint an alternative attorney(s) for this attorney?

☒ No [go to next section]

☐ Yes [provide details]

Do you want to appoint a second attorney?

☐ No [go to next section]

☒ Yes [provide details]

I appoint the person listed below as my attorney.

Insert your attorney's name or, if appointing a company, the business name. Insert position, if appointing the occupant of a position.

HEATH JARROD FINDLAY

name of second attorney

12 HEDGELEY COURT, LANGWARRIN VICTORIA

residential or business address of second attorney

What decisions can this attorney make?

☒ I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney (including both personal and financial matters)

OR

☐ I authorise my attorney to do anything on my behalf that I can lawfully do by an attorney for:

☐ personal matters only

personal matters are matters that relate to your personal or lifestyle affairs. Common examples include health care matters (including decisions about whether to consent to medical or dental treatment), access to support services and where and with whom you live.

☐ financial matters only

financial matters are matters (including legal matters) that relate to your financial or property affairs. Common examples include paying expenses, making investments, undertaking a real estate transaction and carrying on a business.

☐ the following specified matters:

Do you want to appoint an alternative attorney(s) for this attorney?

☒ No [go to next section]

☐ Yes [provide details]

DARCIE LOUISE COPPARD
408 Nepean Hwy Frankston 3199
Australian Legal Practitioner

Section 3: How your attorneys can act

You can choose how your attorneys are to act when they make a decision for you.

You can also choose whether they act differently for personal and financial matters.

How must the attorneys act?

Only complete this section if you have appointed more than one attorney.

If you do not complete this section, and you have more than one attorney, it will be assumed that you have appointed your attorneys always to act as joint attorneys (together).

Please select one option.

- ☒ Act as joint attorneys (together): The attorneys must make decisions together and they must all agree.
- ☐ Act as several attorneys (separately): Each attorney must make decisions separately.
- ☐ Act as joint and several attorneys (act together, or act separately): The attorneys can make decisions separately but if they make a joint decision, they must all agree.
- ☐ Act by majority attorneys: Where there are more than two attorneys, decisions are only made when more than half of the attorneys agree. For example, if there are three attorneys, then two out of the three must agree to a decision.

If different attorneys are appointed for different matters, specify below how you wish the attorneys to act (jointly, severally, jointly and severally or by majority) and for which matters

How must the alternative attorneys act?

Only complete this section if you have appointed more than one alternative attorney for any attorney

You can choose to specify below how you want the alternative attorneys to act in place of the attorney(s), that is, whether they must act:

Please select one option.

- ☐ jointly
- ☐ severally
- ☐ jointly and severally or
- ☐ by a majority

Refer to the previous section for descriptions of how attorneys can act.

If you want your alternative attorneys to act differently for personal and financial matters, specify how you want them to act for each matter.

I certify that this is a true copy
of the original seen by me

DARCIE LOUISE COPPARD

408 Nepean Hwy Frankston 3199

04166125 Australian Legal Practitioner

Wilma Jindley

Elyse Hall

HG

Section 4: Start date

If you do not complete this section, your attorney(s) can start making decisions immediately on the making of this enduring power of attorney.

When can the attorney(s) start making decisions?

☒ **At the same time for all matters**

Please choose one option.

- ☒ Immediately on the making of this enduring power of attorney
- ☐ When I cease to have decision making capacity for the matter(s)
- ☐ From the time, in the circumstance or on the occasion (specify)

OR

☐ **At different times for different matters**

Complete all that apply.

- ☐ Immediately on the making of this enduring power of attorney for these matters (specify)

- ☐ When I cease to have decision making capacity for the matter(s) (specify)

- ☐ From the time, in the circumstance or on the occasion for these matters (specify)

specify the time, circumstance or occasion

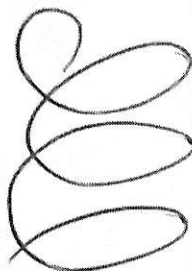
specify the matters

Section 5: Conditions and instructions (optional)

Your attorney(s) is required to consider any conditions and/or instructions that you specify when making decisions for you. You do not have to place conditions or give instructions unless you want to.

The exercise of power under this enduring power of attorney is subject to the conditions and/or instructions set out below

I certify that this is a true copy
of the original seen by me



at 10/01/25

DARCIE LOUISE COPARD

408 Nepean Hwy Frankston 3199
Australian Legal Practitioner



Section 6: Principal's signature

You must sign the form in front of two witnesses. They must then sign and date the form in front of you and each other. One witness must be a medical practitioner, or be a person who is authorised to witness affidavits. A list of people who are authorised to witness an affidavit can be found at justice.vic.gov.au/affidavit.

If you need someone to sign for you due to a physical disability, do not fill out this section. Fill out Section A1 in the online version of this form.

In this section, the words 'I', 'my' or 'me' refer to a witness. The word 'principal' means the person making this enduring power of attorney.

WILMA MAY FINDLAY	
name of principal	
	29 / 04 / 2021
signature of principal	Date

Witnesses

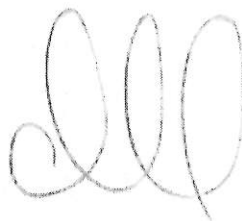
Each witness certifies that:

- the principal appeared to freely and voluntarily sign this instrument in my presence; and
- at that time, the principal appeared to me to have decision making capacity in relation to the making of this enduring power of attorney; and
- I am not an attorney under this enduring power of attorney; and
- I am not a relative of the principal or of an attorney under this enduring power of attorney; and
- I am not care worker or accommodation provider for the principal.

EDYTHE HALL	
name of authorised witness	
408 Nepean Highway Frankston Victoria	
residential or business address of authorised witness	
	29 / 04 / 2021
signature of authorised witness	Date
AUSTRALIAN LEGAL PRACTITIONER	
qualification (as a medical practitioner or person authorised to witness affidavits)	

KAITLYN GIRLING	
name of other witness	
408 Nepean Highway Frankston Victoria	
residential or business address of other witness	
	29 / 04 / 2021
signature of other witness	Date

I certify that this is a true copy
of the original seen by me



DARCIE LOUISE COPPARD
408 Nepean Hwy Frankston 3199
Australian Legal Practitioner

07/08/25

Section 7: Statement of acceptance of appointment by attorney

This section needs to be read and signed by each attorney being appointed. A witness must also sign the witness certificate for each attorney.

This section can be completed at the same time as the principal completes their section or at a different time.

Attorney 1

I accept my appointment as attorney for the principal under this enduring power of attorney and state that:

- I am eligible under Part 3 of the Powers of Attorney Act 2014 to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the Powers of Attorney Act 2014 and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the Powers of Attorney Act 2014 that relate to enduring powers of attorney.
- *[If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty] I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.*

JASON ANDREW FINDLAY

name of attorney

persons (if appointed as the attorney of a person)

8 BENDEMERE COURT, LANGWARRIN VICTORIA

residential or business address

signature of attorney

Date

29 / 4 / 2021

Witness

I witnessed the signing of the statement of acceptance by the attorney.

Angela Findlay

name of witness

9 Bendemere Rise Langwarrin Victoria

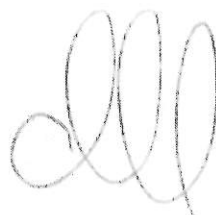
residential or business address of witness

signature of witness

Date

29 / 4 / 2021

I certify that this is a true copy
of the original seen by me



DARCIE LOUISE COPPARD
408 Nepean Hwy Frankston 3199
Australian Legal Practitioner

04/08/25

Attorney 2

I accept my appointment as attorney for the principal under this enduring power of attorney and state that:

- I am eligible under Part 3 of the Powers of Attorney Act 2014 to act as an attorney under an enduring power of attorney; and
- I understand the obligations of an attorney under an enduring power of attorney and under the Powers of Attorney Act 2014 and the consequences of failing to comply with those obligations; and
- I undertake to act in accordance with the provisions of the Powers of Attorney Act 2014 that relate to enduring powers of attorney.
- [If appointed for financial matters and you have been convicted or found guilty of an offence involving dishonesty] I have disclosed to the principal that I have been convicted or found guilty of an offence involving dishonesty.

HEATH JARROD FINDLAY

name of attorney

position (if appointed as the occupant of a position)

12 HEDGELEY COURT, LANGWARRIN VICTORIA

residential or business address



signature of attorney

29 / 04 / 2021

Date

Witness

I witnessed the signing of the statement of acceptance by the attorney.

Yvonne Findlay

name of witness

12 Hedgeley crt Langwarrin

residential or business address of witness



signature of witness

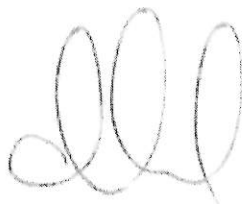
29 / 04 / 2021

Date

You have reached the end of this form. You do not need to submit this form anywhere.

You need to complete it, make sure it is signed and witnessed properly, and then keep the original in a safe place. You should give your attorney(s) a certified copy of this form.

I certify that this is a true copy
of the original seen by me



DARCIE LOUISE CLARK
408 Nepean Hwy Frankston 3199
Australian Legal Practitioner

04/08/25

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 15 December 2025 11:53 AM

PROPERTY DETAILS

Address: **31 CABERNET DRIVE SOMERVILLE 3912**
Lot and Plan Number: **Lot 55 PS708052**
Standard Parcel Identifier (SPI): **55\PS708052**
Local Government Area (Council): **MORNINGTON PENINSULA**
Council Property Number: **138674**
Planning Scheme: **Mornington Peninsula**
Directory Reference: **Melway 148 C2**

www.mornpen.vic.gov.au

[Planning Scheme - Mornington Peninsula](#)

UTILITIES

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

STATE ELECTORATES

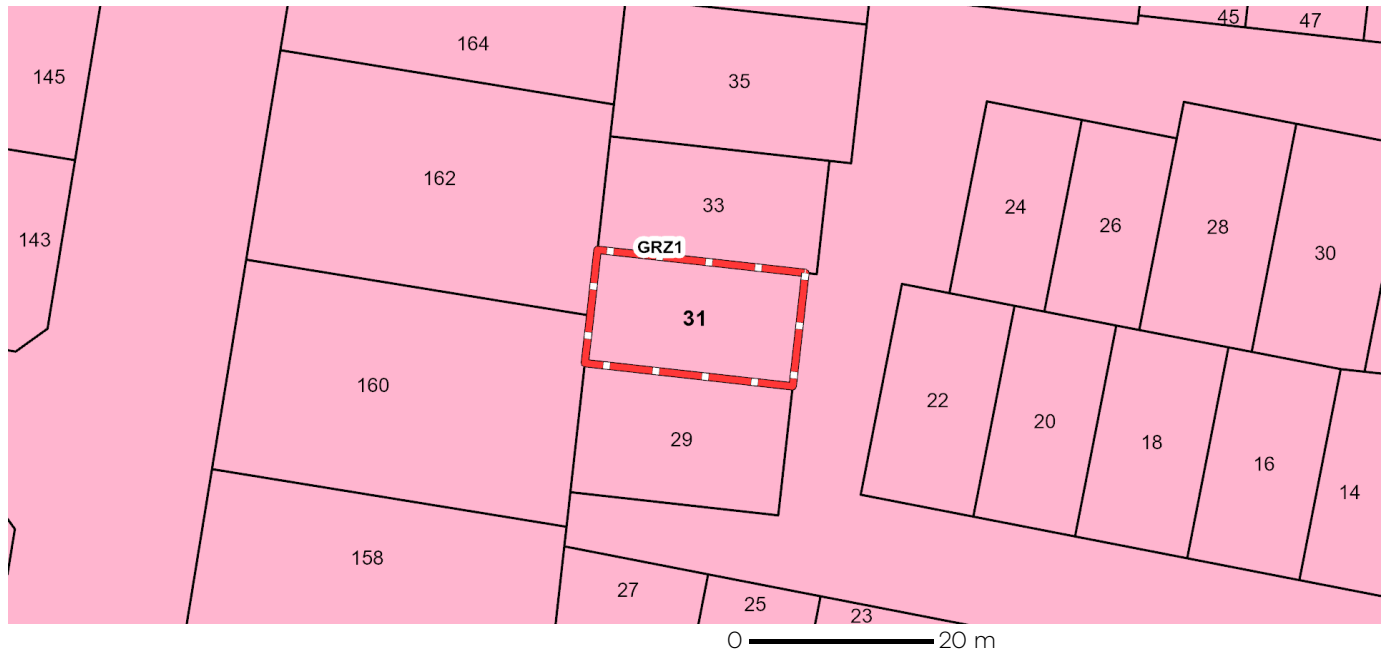
Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **HASTINGS**
OTHER
Registered Aboriginal Party: **Bunurong Land Council**
Aboriginal Corporation
Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

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

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



GRZ - General Residential

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

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

Further Planning Information

Planning scheme data last updated on 10 December 2025.

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

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

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

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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