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

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 ONE CHAIN ROAD, 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 ...../ ..... /2026

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 ...../ ..... /2026

Print names(s) of person(s) signing: **Ian Robinson and Chunxiao Yang**

.....

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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

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: 0431188166	Fax: 59778010	Ref: Shelly Brown

Vendor

Name:	Ian Robinson and Chunxiao Yang
Address:	31 One Chain Road, 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:26093

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	11929	Folio	937	107	PS 715102

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 One Chain Road, 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 failing 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, and
give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic 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 2026

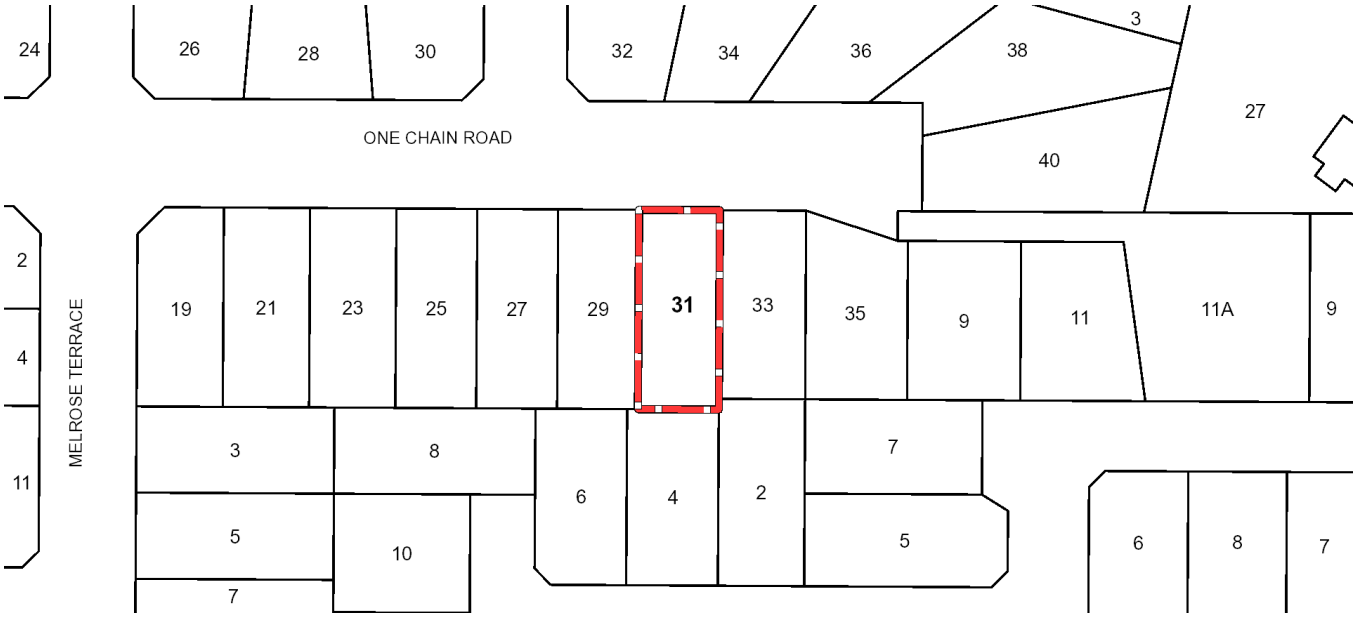
SIGNED by the said)
)
Print Name:)
…….. ……..
Director (Sign)

in the presence of:)
)
Witness:)
……..

VENDORS STATEMENT

Vendor: I Robinson and C Yang

Property: 31 One Chain Road, Somerville VIC



Phone: 03 59775156 **PO Box 324 Somerville 3912**

Email spc05@bigpond.net.au **Suite 2/76 Station Street Somerville**

VENDORS STATEMENT

Vendor: **Ian Robinson and Chunxiao Yang**

Property: **31 One Chain Road, 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 11929 FOLIO 937**

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 Certificate for outgoings.

(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 – **Set out in PS715102G attached hereto**
2.2 **Covenants** affecting the property **– Set out in dealing AQ504502F 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.

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 ☒

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 – None affecting

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 2026

Signature of Vendor _____

DATE OF ACKNOWLEDGMENT 2026

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 (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.

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

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

VOLUME 11929 FOLIO 937

Security no : 124132923374A
Produced 13/03/2026 10:27 AM

LAND DESCRIPTION

Lot 107 on Plan of Subdivision 715102G.
PARENT TITLE Volume 11629 Folio 563
Created by instrument PS715102G 09/11/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
IAN ROBINSON
CHUNXIAO YANG both of 1/4 REGAL PLACE SOMERVILLE VIC 3912
AQ504501H 01/12/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ504502F 01/12/2017
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AQ504501H 01/12/2017

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
T360982R 17/10/1994

DIAGRAM LOCATION

SEE PS715102G 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 ONE CHAIN ROAD SOMERVILLE VIC 3912

ADMINISTRATIVE NOTICES

NIL

eCT Control 15314Q ANZ RETAIL BANKING
Effective from 01/12/2017

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS715102G**
Number of Pages (excluding this cover sheet)	**4**
Document Assembled	**13/03/2026 10:27**

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Signed by Council: Mornington Peninsula Shire Council, Council Ref: S13/5030, Original Certification: 09/05/2013, Recertification: 03/11/2017, S.O.C.: 03/11/2017

PLAN OF SUBDIVISION

EDITION 1

PS 715102G

LOCATION OF LAND

PARISH: TYABB

TOWNSHIP: ---

SECTION: ---

CROWN ALLOTMENT: 18 (PART)

CROWN PORTION: ---

TITLE REFERENCES: VOL 11629 FOL 563

LAST PLAN REFERENCE: PS 715101J, LOT A

POSTAL ADDRESS: (AT TIME OF SUBDIVISION) 1 ONE CHAIN ROAD SOMERVILLE 3912

MGA 94 CO-ORDINATES: (OF APPROX. CENTRE OF PLAN) E 341 010 ZONE: 55
N 5 767 330 GDA 94

CERTIFYING AUTHORITY

MORNINGTON PENINSULA SHIRE COUNCIL

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	MORNINGTON PENINSULA SHIRE COUNCIL
RESERVE No. 1	MORNINGTON PENINSULA SHIRE COUNCIL

NOTATIONS

DEPTH LIMITATION - DOES NOT APPLY

THIS IS NOT A STAGED SUBDIVISION

LOTS 1 TO 89 (BOTH INCLUSIVE) ARE NOT SHOWN ON THIS PLAN

THIS PLAN IS BASED ON SURVEY IN PS 715101J

EASEMENT INFORMATION

A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
E-1	DRAINAGE	SEE PLAN	PS 339228D	MORNINGTON PENINSULA SHIRE COUNCIL
E-2	SEWERAGE	SEE PLAN	PS 715101J	SOUTH EAST WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	THIS PLAN	MORNINGTON PENINSULA SHIRE COUNCIL
E-3	SEWERAGE	SEE PLAN	THIS PLAN	SOUTH EAST WATER CORPORATION

Speedie Development Consultants Pty. Ltd.
SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS
55 Marine Parade Hastings Vic 3915 (03) 5979 5000
reception@speedies.com.au

SURVEYORS REF: 7333AS4 VERSION 12

ORIGINAL SHEET SIZE A3

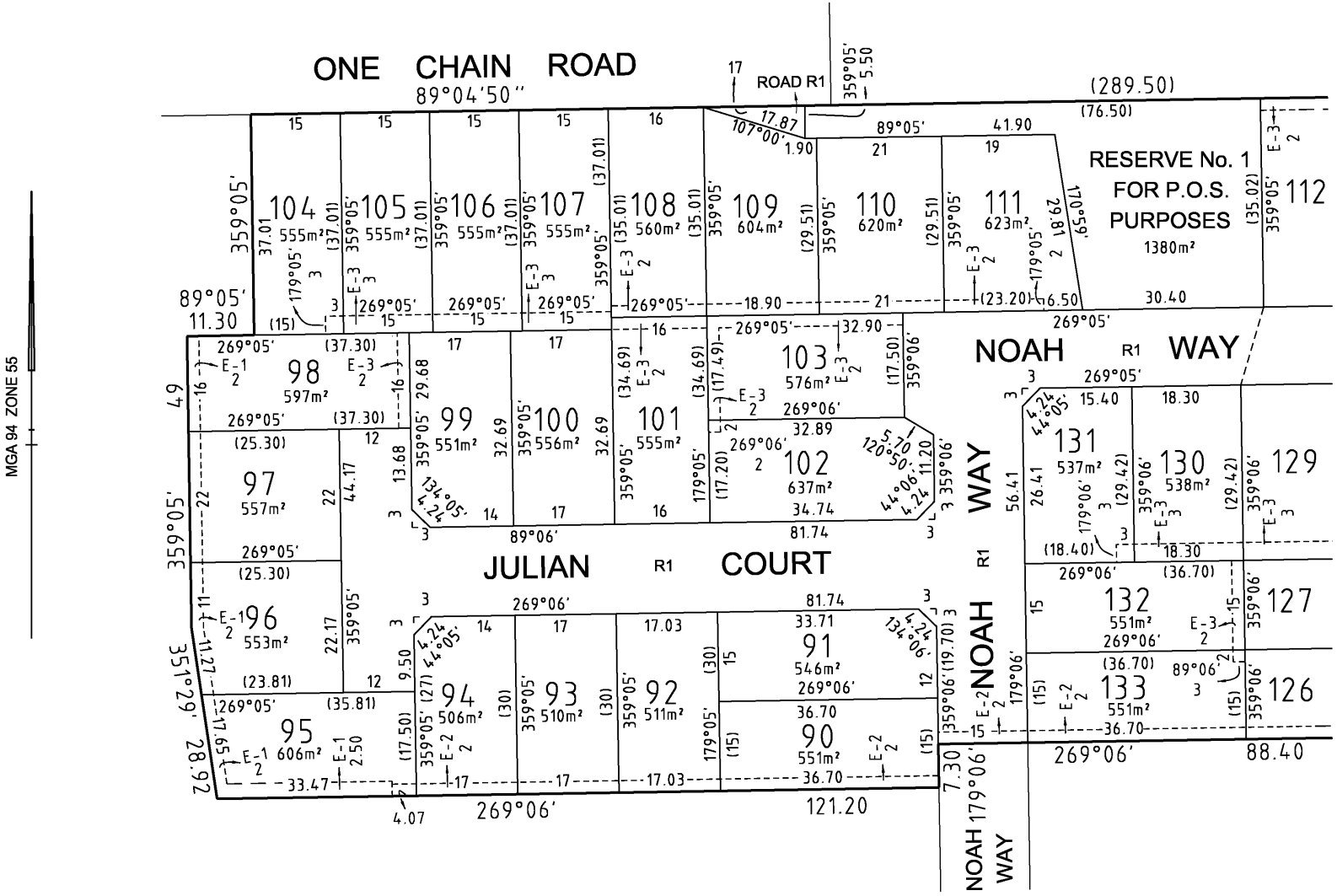
SHEET 1 OF 3 SHEETS

PLAN REGISTERED
TIME: 5:03 PM DATE: 9/11/2017
C. GROSSO
Assistant Registrar of Titles

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (12) SPEAR Ref: S032028J 24/10/2017

Signed by Council: Mornington Peninsula Shire Council, Council Ref: S13/5030, Original Certification: 09/05/2013, Recertification: 03/11/2017, S.O.C.: 03/11/2017

PS 715102G



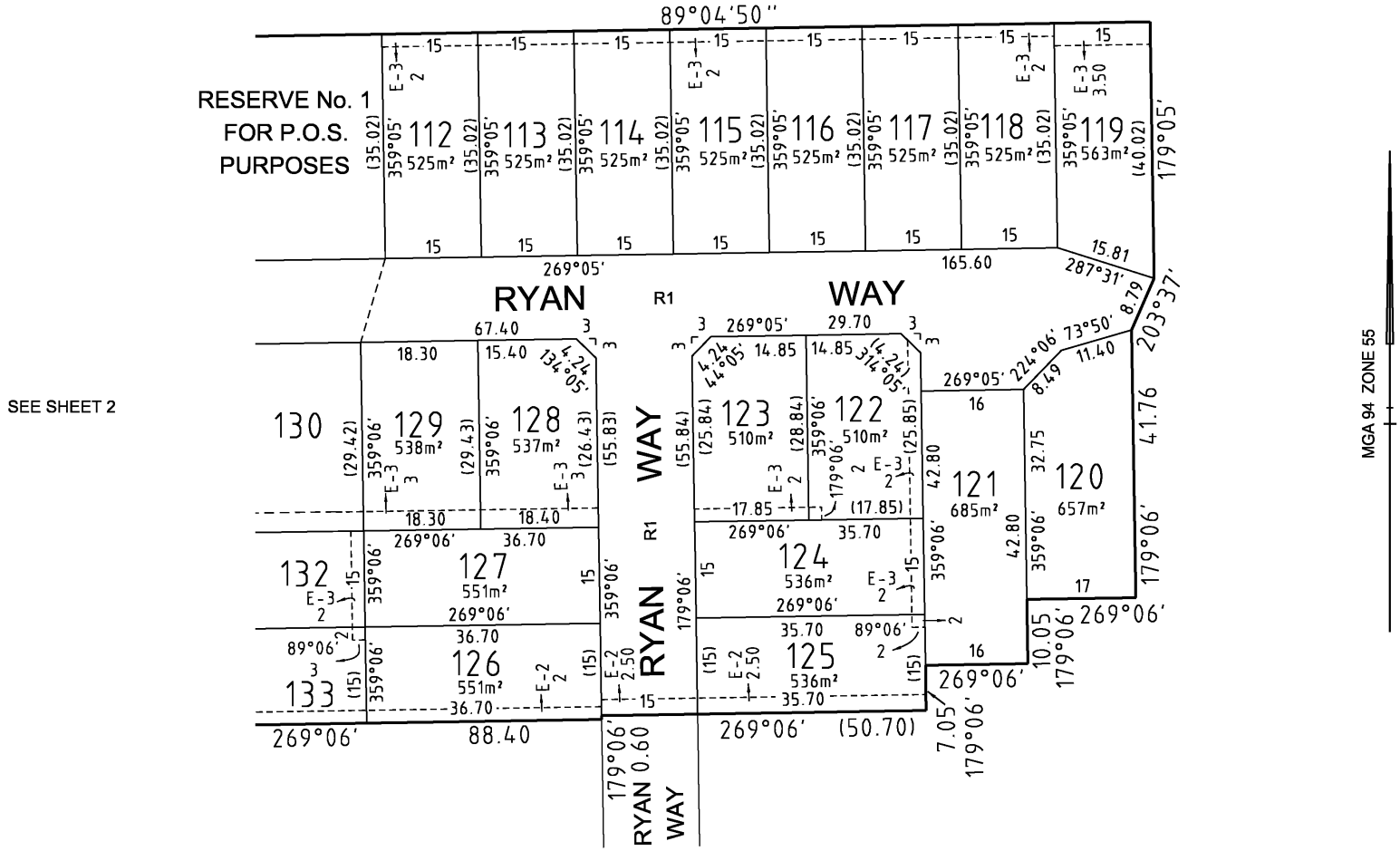
Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade Hastings Vic 3915 (03) 5979 5000 reception@speedies.com.au	SCALE 1:750 7.5 0 10 20 30 LENGTHS ARE IN METRES	SURVEYORS REF: 7333AS4 VERSION 12	ORIGINAL SHEET SIZE A3	SHEET 2

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (12) SPEAR Ref: S032028J 24/10/2017

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PS 715102G



Speedie Development Consultants Pty. Ltd. SURVEYORS, ENGINEERS, PLANNERS AND DEVELOPMENT CONSULTANTS 55 Marine Parade Hastings Vic 3915 (03) 5979 5000 reception@speedies.com.au	SCALE 1:750 7.5 0 10 20 30 LENGTHS ARE IN METRES	SURVEYORS REF: 7333AS4 VERSION 12	ORIGINAL SHEET SIZE A3	SHEET 3

Signed by: andrew michael lovelock (Speedie Development Consultants Pty Ltd) Surveyor's Plan Version (12) SPEAR Ref: S032028J 24/10/2017

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MORNINGTON PENINSULA Shire

Plan of Subdivision PS715102G

Certifying a New Version of an Existing Plan concurrently with Statement of Compliance (Form 12)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S032028J
Plan Number: PS715102G
Responsible Authority Name: Mornington Peninsula Shire Council
Responsible Authority Reference Number 1: S13/5030
Surveyor's Plan Version: 12

Certification

☑ This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 09/05/2013

Statement of Compliance

☑ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

◉ has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate:	Beth Hughes
Organisation:	Mornington Peninsula Shire Council
Date:	03/11/2017

Signed by: Bethany Hughes (Mornington Peninsula Shire Council) 03/11/2017

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Number of Pages (excluding this cover sheet)	**2**
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AQ504501H

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by
Name:
Phone:
Address:
Reference:
Customer Code:

ANZ Retail
15314 Q

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

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio)*

Volume 11929 Folio 937

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

All our estate in fee simple

Consideration:

$325,000.00

Transferor: *(full name)*

RONALD ALAN CURRY and ANGELINA CURRY

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

IAN ROBINSON and CHUNXIAO YANG of 1/4 Regal Place Somerville VIC 3912 as joint proprietors

Directing Party: *(full name)*

Creation and/or Reservation of Easement and/or Restrictive Covenant

The Transferee for itself and its successors and transferees hereby covenants with the Transferor and its successors and transferees the registered proprietor or proprietors for the time being of each allotment (but excluding the land hereby transferred) on Plan of Subdivision No. 715102G and each and every part thereof that it shall not without the previous consent in writing of the Transferor -

1. Erect or cause or suffer to be erected or re-erected on the land any building or part of a building which has been previously erected in another location nor use any secondhand building material in the construction of any building on the land.
2. Erect or cause or suffer to be erected on the land any building other than on private dwelling house with usual outbuildings

30800812A

Duty Use Only

T2

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

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AQ504501H

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

Dated:

Parties: RONALD ALAN CURRY and ANGELINA CURRY to IAN ROBINSON and CHUNXIAO YANG

Signatures of the Parties

and such dwelling house shall have a floor area of not less than than 160 square metres unless a permit is obtained from the Mornington Peninsula Shire Council to erect two dwellings, the total combined area shall not be less than 260 square metres, within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages and not be roofed with any material other than non-reflective colourbond steel, clay tiles, cement tiles or slate tiles.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenants and each of them shall be attached to and run at law and in equity with the land comprised in the lots aforementioned (except the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the land hereby transferred.

Dated: 24.11.17

Execution and attestation:

SIGNED by the said RONALD ALAN CURRY in the presence of:

SIGNED by the said ANGELINA CURRY in the presence of:

SIGNED by the said IAN ROBINSON in the presence of:

SIGNED by the said CHUNXIAO YANG in the presence of:

THE BACK OF THIS FORM MUST NOT BE USED

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

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T360982R

Lodged By: PRICE BRENT
Code: 1413R
Ref: 26.SHI926/884

171094 1029 173

T360982R

Form 9.1

Titles Office Use Only

VICTORIA

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)

Volume 8985 Folio 200

ADDRESS OF THE LAND

One Chain Road, Somerville

RESPONSIBLE AUTHORITY (name and address)

HASTINGS SHIRE COUNCIL of Marine Parade Hastings 3915

PLANNING SCHEME

Hastings Planning Scheme

AGREEMENT DATE	AGREEMENT WITH (name and address)
6 September, 1994	ALAN GEORGE CURRY and AGNES McKERRACHER CURRY both of 12 Chadwell Grove Chelsea

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority ..... Z Cowley

Name of Officer ..... Allan Cowley

Date 7/10/94

SHI926-884

80837 GHP BJM 08/12/94

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PRICE BRENT

Solicitors

Melbourne

AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT made the 6th day of September 1994 pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act") B E T W E E N the Responsible Authority and the Owner WITNESSES THAT:-

A. The Owner is registered or entitled to be registered as proprietor of the site known as Lot 2, One Chain Road, Somerville and shown as Part 3 in Schedule 2.

B. The site is within the Zone of the Scheme.

C. The Responsible Authority is the relevant responsible authority under the Scheme and enters into this Agreement pursuant to Section 173 of the Act.

D. The Owner agrees that the Responsible Authority could require the transfer to it of public open space in the event that a planning permit is issued for the subdivision of the site for residential purposes.

E. The Owner and the Responsible Authority desire to make orderly provision for public open space.

F. In consideration of the execution by Ronald Alan Curry of the Agreement attached as Schedule 3, the said Ronald Alan Curry being the son of the Owner, the Responsible Authority has agreed to reduce the requirement for the provision of public open space on the site in the event that the site is subdivided for residential purposes on the terms and conditions appearing in this Agreement.

G. The Owner and the Responsible Authority desire to make provision for the consolidated provision of public open space.

NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-

1. This Agreement is made pursuant to Division 2 of Part 9 of the Act.

2. This Agreement is entered into for the purpose of furthering the objectives of the Hastings Planning Scheme by facilitating the consolidation of public open space.

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3. This Agreement commences on the commencement date.

4. The Responsible Authority and the Owner agree that the Responsible Authority would be entitled to require the provision of 5% of the area of the site for public open space, in the event that a planning permit is issued for the subdivision of the site for residential purposes. The amount of such public open space is 7,975m².

5. The Owner and the Responsible Authority agree that it is desirable to consolidate the provision of public open space and the Owner and the Responsible Authority agree that, in lieu of the provision specified in Clause 4 of this Agreement, the Owner will set aside and transfer or vest in the Responsible Authority land for public open space purposes having a total area of 1,380m² in a manner and at locations that are to the satisfaction of the Responsible Authority. This public open space must be shown on and it must be provided for it to vest in the Responsible Authority on any Plan of Subdivision of the site.

6. The Owner and the Responsible Authority agree that on the provision of public open space in accordance with Clause 4 of this Agreement and upon each and every other covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 5 will be deemed to satisfy the public open space requirement set out in Condition 15 of the Planning Permit.

7. Upon the Owner satisfying each and every covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 5 of this Agreement will be deemed to represent the full and final open space contribution in relation to the subdivision of the Owner's land for residential purposes and that the Responsible Authority will not be entitled to require any additional public open space contribution even if the Responsible Authority amends its planning scheme to require a greater contribution for public open space.

8. This Agreement is conditional on and subject to the execution by Ronald Alan Curry of an Agreement in the form or effect of the Agreement set out at Schedule 3; the registration of that Agreement pursuant to Section 181 Planning and Environment Act 1987 against the lands comprised in Certificates of Title Volume 8128 Folio 173 and

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Volume 9660 Folio 747 and the due performance of the Owner's obligations under that Agreement.

9. In the event that the public open space referred to in the Agreement at Schedule 3 having a total area of 14,350m² has not been vested in the Responsible Authority at the time the Owner applies for a planning permit to subdivide the site, this Agreement will not be binding on the Responsible Authority and the Responsible Authority may require a contribution towards public open space in accordance with the provisions of the Planning and Environment Act, the Hastings Planning Scheme and the Subdivision Act, as if this Agreement had not been executed, provided that, on completion of the vesting of land for public open space as aforesaid, this Agreement will be binding on the Responsible Authority and the Responsible Authority will use its best endeavours to amend any planning permit to accord with this Agreement.

10. Nothing in this Agreement shall oblige the Responsible Authority to approve of or issue a permit for any use development or subdivision of any of the sites. In the event that the Responsible Authority determines to issue any such permit, the public open space requirements specified in any such permit must be in accordance with this Agreement.

11. If the Owner fails to do any act matter or thing that the Owner is required to do by this Agreement within the time specified in this Agreement an authorised officer of the Responsible Authority may give the Owner written notice specifying the breaches of this Agreement and requiring such breaches to be remedied within thirty (30) days after the giving of such notice. If the Owner fails to remedy the breach of this Agreement within thirty (30) days after the giving of the notice the Responsible Authority may by its officers, employees, agents and contractors enter the site and remedy the breach at the cost of the Owner. The cost of remedying the breach shall be a debt due by the Owner to the Responsible Authority payable on demand. A certificate signed by the Municipal Clerk shall be conclusive proof of the cost of remedying the breach.

12. 12.1 For better securing compliance with this Agreement, the Owner -

(a) hereby appoints the Responsible Authority as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or

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obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Responsible Authority to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Responsible Authority pay the costs ad expenses (including building costs) of and incidental to the Responsible Authority exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Responsible Authority and its officers, employees, agents and contractors to enter upon any part of the land for the purposes of giving effect to this Agreement.

12.2 The Responsible Authority must not invoke any power conferred on it by this Clause unless there has been a breach of this Agreement which has not been remedied within thirty (30) days after the giving of notice of that breach.

13. For better securing compliance with this Agreement, the Owner hereby charges in favour of the Responsible Authority all the Owner's estate and interest legal and equitable in each of the sites to the extent of the obligations imposed on the Owner by this Agreement and to the amount of any monies which may be payable by the Owner to the Responsible Authority under this Agreement, **PROVIDED THAT** this Clause shall not prevent the Owner from mortgaging or otherwise encumbering the site or any part thereof for the normal business purposes of the Owner.

14. If the public open space to be provided on the Owner's land is transferred to the Responsible Authority within three months after the date of execution of this Agreement, Clauses 11 and 12.1 and 12.2 will cease to apply on transfer or vesting of the said public open space in the Responsible Authority.

15. The Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to each of the sites pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon

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the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled.

16. The Owner warrants and covenants:-

16.1 That the Owner is the registered proprietor or entitled to become the registered proprietor each of the sites and the beneficial owner thereof;

16.2 That there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting each of the sites not disclosed by the usual searches or notified to the Responsible Authority;

16.3 No part of each of the sites is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act;

16.4 The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of each of the sites or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

17. The Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with each of the sites and bind the Owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of each of the sites and every part thereof.

18. The Responsible Authority will pay its own costs of the preparation, execution and registration on title of this Agreement.

19. Any monies owing to the Responsible Authority by the Owner under this Agreement shall bear interest at a rate 2% above the rate prescribed under the Penalty Interests Rate Act or any later equivalent enactment from the date that such monies became due until they are paid in full.

20. In this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.

21. In this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.

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22. In this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several.

23. If the Owner is registered as the proprietor of any of the sites as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

24. This Agreement shall end on the termination date.

25. In this Agreement:-

25.1 the "Responsible Authority" means the Responsible Authority named at Item 1 of the Schedule;

25.2 the "Owner" means the Owner named at Item 2 of the Schedule;

25.3 the "Site" means the Site described at Item 3 of the Schedule;

25.4 the "Scheme" means the Planning Scheme named at Item 4 of the Schedule;

25.5 the "Zone" means the Zone in the Planning Scheme described at Item 5 of the Schedule;

25.6 the "Permit" means the Permit described at Item 6 of the Schedule;

25.7 the "Commencement Date" means the Commencement Date stated in Item 7 of the Schedule;

25.8 the "Termination Date" means the Termination Date stated in Item 8 of the Schedule.

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SCHEDULE ONE

1.	The Responsible Authority:	**HASTINGS SHIRE COUNCIL**
2.	The Owner:	**ALAN GEORGE CURRY and AGNES McKERRACHER CURRY** both of 12 Chadwell Grove Chelsea
3.	The Site:	Lot 2 on Plan of Subdivision No. 98758 Volume 8985 Folio 200
4.	The Scheme:	Hastings Planning Scheme
5.	The Zone:	Residential 1
6.	The Permit:	Permit No. 7539
7.	The Commencement Date:	The day of 1994
8.	The Termination Date:	On the completion of the Owner's obligations under this Agreement or earlier by agreement

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of **THE PRESIDENT COUNCILLORS AND CITIZENS OF THE SHIRE OF HASTINGS** was hereunto affixed in the presence of:-)

..... Councillor

..... Councillor

..... Chief Executive Officer

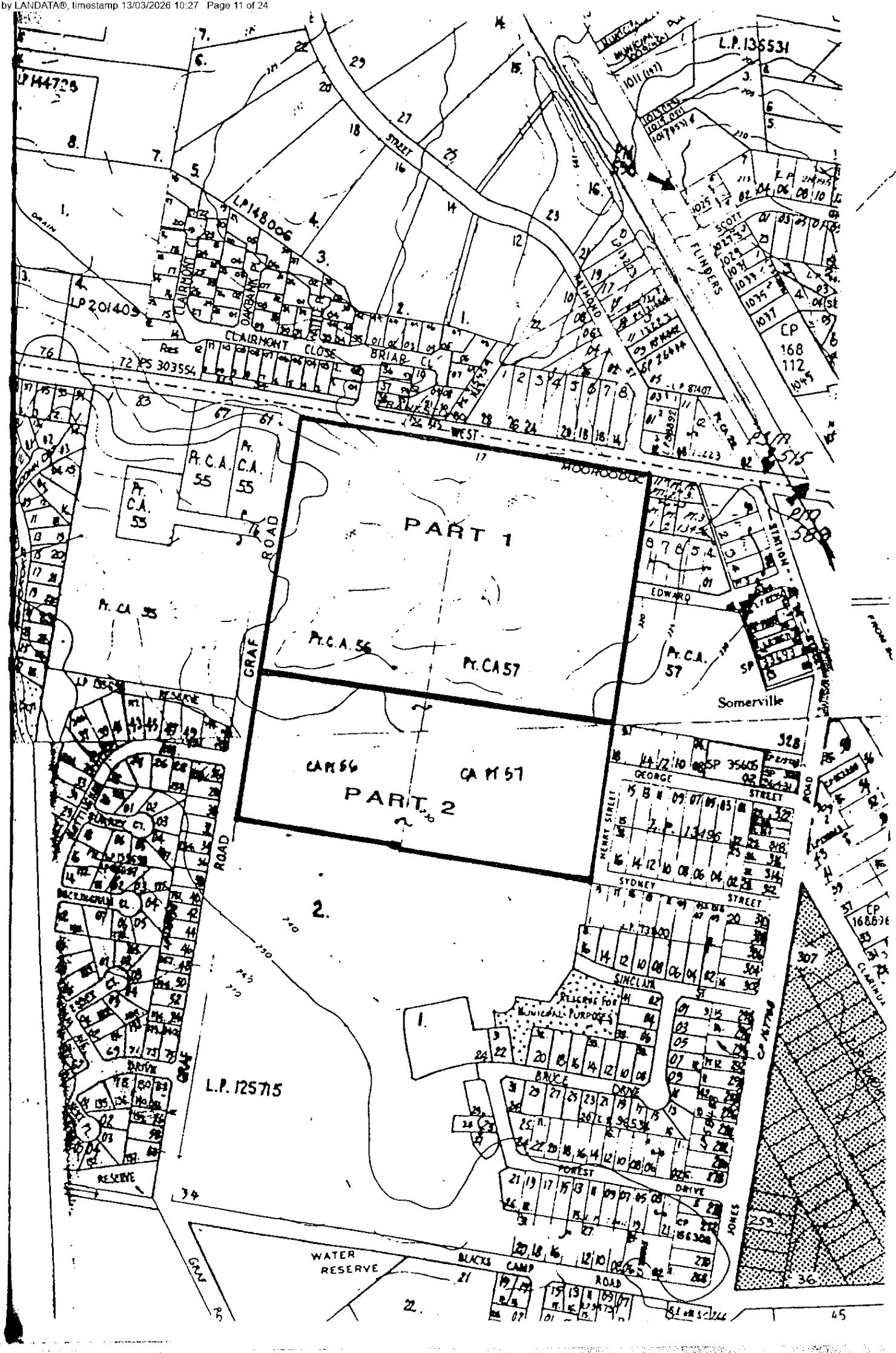
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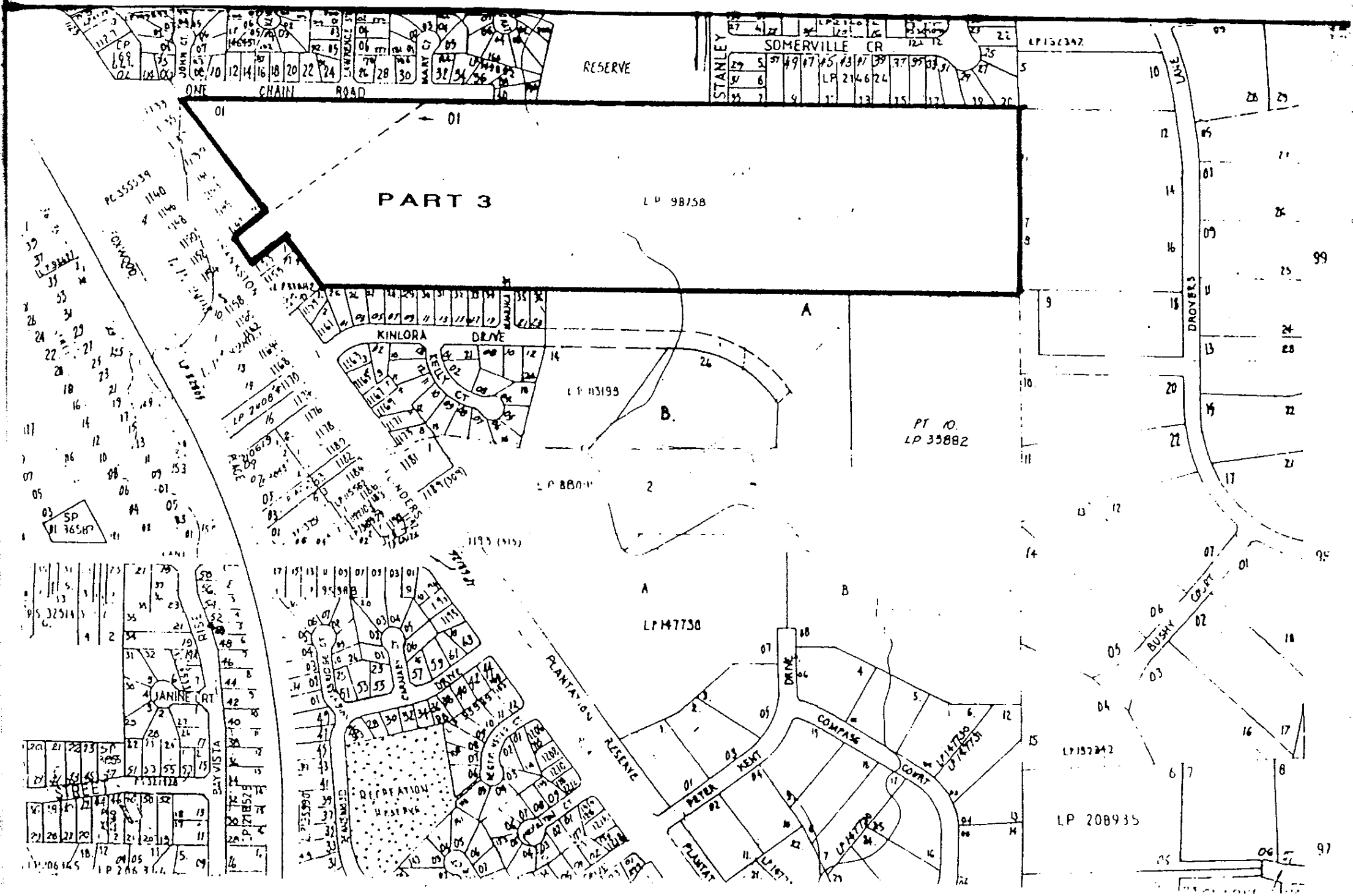
SIGNED SEALED AND DELIVERED by the)
said **ALAN GEORGE CURRY and AGNES**)
McKERRACHER CURRY in the presence of:)

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SCHEDULE TWO

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SCHEDULE THREE

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PRICE BRENT

Solicitors

Melbourne

AGREEMENT PURSUANT TO SECTION 173 PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT made the 6th day of September 1994 pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act") B E T W E E N the Responsible Authority and the Owner WITNESSES THAT:-

A. The Owner is registered or entitled to be registered as the proprietor of the two sites, known as -

A.1 Part CA 56, Eramosa Road West, Parish of Moorooduc, being the land comprised in Certificate of Title Volume 9960 Folio 747;

A.2 Part CA57, Eramosa Road West, Parish of Moorooduc, being the land comprised in Certificate of Title Volume 8128 Folio 173.

B. For the purposes of this Agreement, the site is deemed to be divided into two parcels in accordance with Schedule 2 and as follows -

B.1 Part 1 - comprising part of the land comprised in Certificates of Title Volume 9960 Folio 747 and Volume 8128 Folio 173 having an area of 10.1 hectares;

B.2 Part 2 - being part of the land comprised in Certificates of Title Volume 9960 Folio 747 and Volume 8128 Folio 173, having an area of 6.1 hectares.

C. The sites are each within the following Zones of the Scheme -

Part 1 - District Business Zone;

Part 2 - Residential 1 Zone.

D. The Responsible Authority is the relevant responsible authority under the Scheme and enters into this Agreement pursuant to Section 173 of the Act.

E. The Responsible Authority has issued planning permit No. 8631 for a commercial development and subdivision of part of Part 1 requiring a public open space contribution of 4,380m², being 5% of the land included in the permit.

F. The Responsible Authority is entitled to require contributions of further public open space in respect of the balance of Part 1 and Part 2 of the site.

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G. The Owner and the Responsible Authority desire to make provision for the consolidated provision of public open space.

H. The Owner has agreed to provide for more than 5% public open space on the site provided that the Responsible Authority agrees with Alan George Curry and Agnes McKerracher Curry ("the Owners of Part 3") being the registered proprietors of all that piece of land being Lot 2 on Plan of Subdivision No. 98758 and being the whole of the land comprised in Certificate of Title Volume 8985 Folio 200 ("Part 3") to reduce the amount of public open space that will be required in respect of Part 3, on Part 3 being subdivided for residential purposes.

NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-

1. This Agreement is made pursuant to Division 2 of Part 9 of the Act.

2. This Agreement is entered into in compliance with the conditions of the permit and pursuant to an agreement between the Responsible Authority and the Owner to provide for public open space on each of the sites.

3. This Agreement commences on the commencement date.

4. The Responsible Authority and the Owner agree that the Responsible Authority is entitled to have transferred to it for public open space pursuant to the provisions of the Planning and Environment Act 1987 and the Subdivision Act 1988, an area of land equal to 5% of the area of Part 1, Part 2 and Part 3, namely -

Part 1 -	4,689m²;
Part 2 -	3,063m²;
Part 3 -	7,975m²
Total:	**15,730m²**

5. The Owner and the Responsible Authority agree that it is desirable to consolidate public open space and the Owner and the Responsible Authority agree that in lieu of the provision of public open space to which the Responsible Authority would be entitled and as set out in Clause 4, the Owner will provide public open space as follows -

Part 1 -	12,864m²
Part 2 -	1,486m²
Total	**14,350m²**

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6. The Owner has submitted to the Responsible Authority Plan of Subdivision No. PS332339G which subdivides part of Part 1 and provides for Public Open Space Reserve No. 1 1,320m² and public open space Reserve No. 2 11,550m².

7. On the registration of Plan of Subdivision 332339G and the vesting in the Responsible Authority of the reserves for public open space shown thereon the Owner shall, subject to the further obligations set out below, be deemed to have complied with all the requirements for the transfer of land to the Responsible Authority for public open space in respect of Part 1 and Part 2 and the Responsible Authority shall not require any further such contribution or any cash in lieu thereof except as provided in the following Clause.

8. The Owner must provide further public open space having an area of 1,486m² the provision of which and the location of which shall be to the satisfaction of the Responsible Authority. This additional public open space must be shown on and it be provided for it to vest in the Responsible Authority, in any Plan of Subdivision of Part 2.

9. The Owner and the Responsible Authority agree that on the provision of public open space in accordance with Clause 7 of this Agreement and upon each and every other covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 8 will be deemed to satisfy the public open space requirement set out in Condition 15 of the Planning Permit.

10. Upon the Owner satisfying each and every covenant contained in this Agreement to be performed by the Owner, the provision of public open space in accordance with Clause 8 of this Agreement will be deemed to represent the full and final open space contribution in relation to the subdivision of the Owner's land for residential purposes and that the Responsible Authority will not be entitled to require any additional public open space contribution even if the Responsible Authority amends its planning scheme to require a greater contribution for public open space.

11. This Agreement is subject to and conditional upon the Responsible Authority sealing an Agreement in the form or to the effect of Schedule 3.

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12. Nothing in this Agreement shall oblige the Responsible Authority to approve of or issue a permit for any use development or subdivision of any of the sites. In the event that the Responsible Authority determines to issue any such permit, the public open space requirements specified in any such permit must be in accordance with this Agreement.

13. If the Owner fails to do any act matter or thing that the Owner is required to do by this Agreement within the time specified in this Agreement an authorised officer of the Responsible Authority may give the Owner written notice specifying the breaches of this Agreement and requiring such breaches to be remedied within thirty (30) days after the giving of such notice. If the Owner fails to remedy the breach of this Agreement within thirty (30) days after the giving of the notice the Responsible Authority may by its officers, employees, agents and contractors enter the site and remedy the breach at the cost of the Owner. The cost of remedying the breach shall be a debt due by the Owner to the Responsible Authority payable on demand. A certificate signed by the Municipal Clerk shall be conclusive proof of the cost of remedying the breach.

14. 14.1 For better securing compliance with this Agreement,the Owner -

(a) hereby appoints the Responsible Authority as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Responsible Authority to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney;

(b) shall forthwith on demand made on it by the Responsible Authority pay the costs ad expenses (including building costs) of and incidental to the Responsible Authority exercising its powers pursuant to this Agreement; and

(c) hereby irrevocably licenses the Responsible Authority and its officers, employees, agents and contractors to enter upon any part of the land for the purposes of giving effect to this Agreement.

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14.2 The Responsible Authority must not invoke any power conferred on it by this Clause unless there has been a breach of this Agreement which has not been remedied within thirty (30) days after the giving of notice of that breach.

15. For better securing compliance with this Agreement, the Owner hereby charges in favour of the Responsible Authority all the Owner's estate and interest legal and equitable in each of the sites to the extent of the obligations imposed on the Owner by this Agreement and to the amount of any monies which may be payable by the Owner to the Responsible Authority under this Agreement, **PROVIDED THAT** this Clause shall not prevent the Owner from mortgaging or otherwise encumbering the site or any part thereof for the normal business purposes of the Owner.

16. If the public open space to be provided on the Owner's land is transferred to the Responsible Authority within three months after the date of execution of this Agreement, Clauses 13, 14.1 and 14.2 will cease to apply on transfer or vesting of the said public open space in the Responsible Authority.

17. The Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to each of the sites pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled

18. The Owner warrants and covenants:-

18.1 That the Owner is the registered proprietor or entitled to become the registered proprietor each of the sites and the beneficial owner thereof;

18.2 That there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting each of the sites not disclosed by the usual searches or notified to the Responsible Authority;

18.3 No part of each of the sites is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the Transfer of Land Act;

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18.4 The Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of each of the sites or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

19. The Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with each of the sites and bind the Owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of each of the sites and every part thereof.

20. The Responsible Authority will pay its own costs of the preparation, execution and registration on title of this Agreement.

21. Any monies owing to the Responsible Authority by the Owner under this Agreement shall bear interest at a rate 2% above the rate prescribed under the Penalty Interests Rate Act or any later equivalent enactment from the date that such monies became due until they are paid in full.

22. In this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.

23. In this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.

24. In this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several.

25. If the Owner is registered as the proprietor of any of the sites as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

26. This Agreement shall end on the termination date.

27. In this Agreement:-

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27.1 the "Responsible Authority" means the Responsible Authority named at Item 1 of the Schedule;

27.2 the "Owner" means the Owner named at Item 2 of the Schedule;

27.3 the "Site" means the Site described at Item 3 of the Schedule;

27.4 the "Scheme" means the Planning Scheme named at Item 4 of the Schedule;

27.5 the "Zone" means the Zone in the Planning Scheme described at Item 5 of the Schedule;

27.6 the "Permit" means the Permit described at Item 6 of the Schedule;

27.7 the "Commencement Date" means the Commencement Date stated in Item 7 of the Schedule;

27.8 the "Termination Date" means the Termination Date stated in Item 8 of the Schedule.

SCHEDULE ONE

1.	The Responsible Authority:	**HASTINGS SHIRE COUNCIL**
2.	The Owner:	**RONALD ALAN CURRY** of 37 Harkaway Road Harkaway
3.	The Sites:	Part CA 56 Eramosa Road West, Somerville, Volume 8128 Folio 173 together with part Crown Allotment 56 Eramosa Road West, Somerville, Volume 9660 Folio 747.
4.	The Scheme:	Hastings Planning Scheme
5.	The Zone:	Part 1 - District Business Zone Part 2 - Residential 1 Zone
6.	The Permit:	Permit No. 8631
7.	The Commencement Date:	The date of execution of this Agreement
8.	The Termination Date:	On the completion of the transfer to or vesting in the Responsible Authority of land for public open space having a total area of 14,350m² or by agreement of the parties

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of **THE PRESIDENT COUNCILLORS AND CITIZENS OF THE SHIRE OF HASTINGS** was hereunto affixed in the presence of:-

..... Councillor

..... Councillor

..... Chief Executive Officer

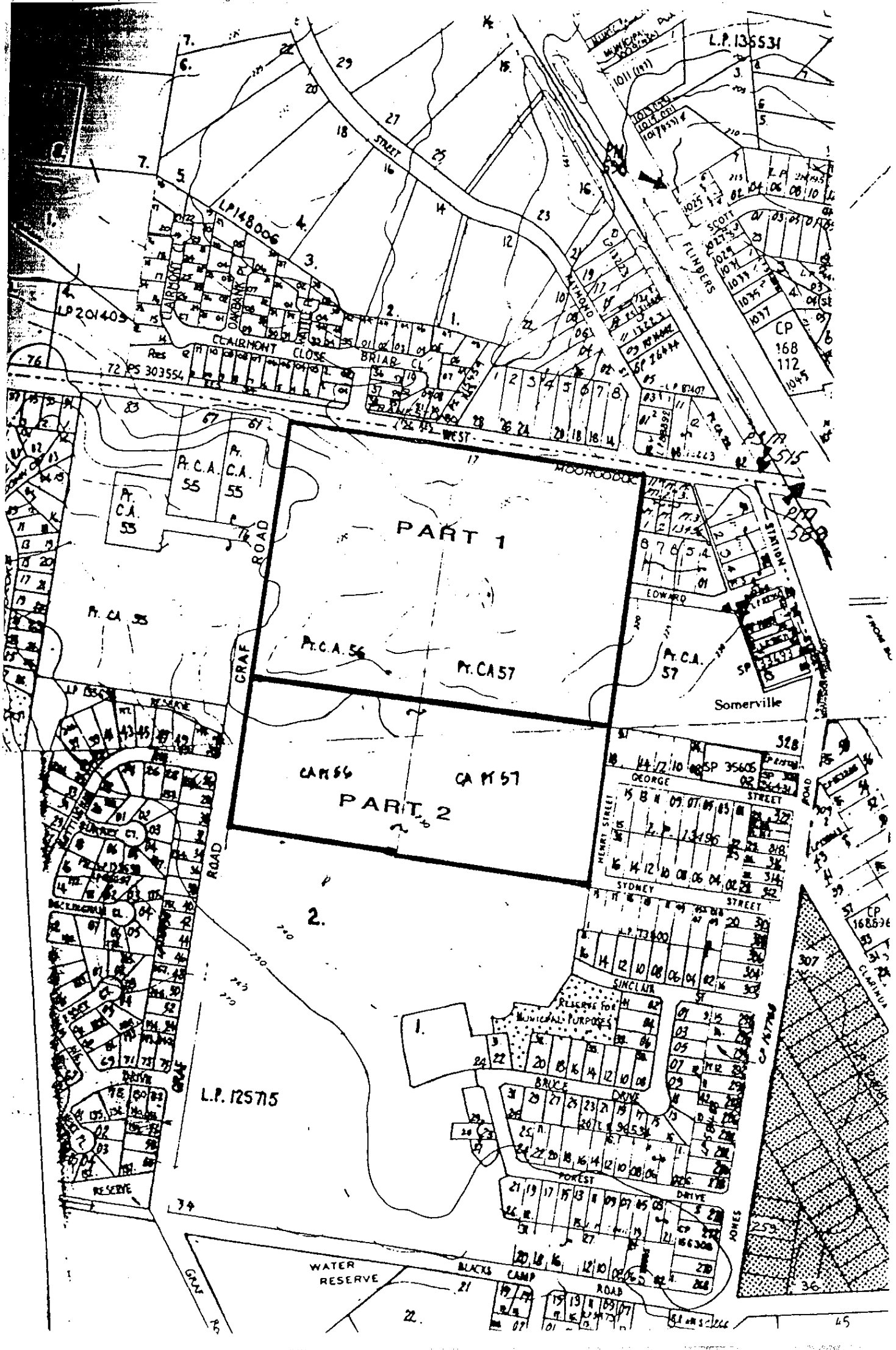
SIGNED SEALED AND DELIVERED by the said **RONALD ALAN CURRY** in the presence of:

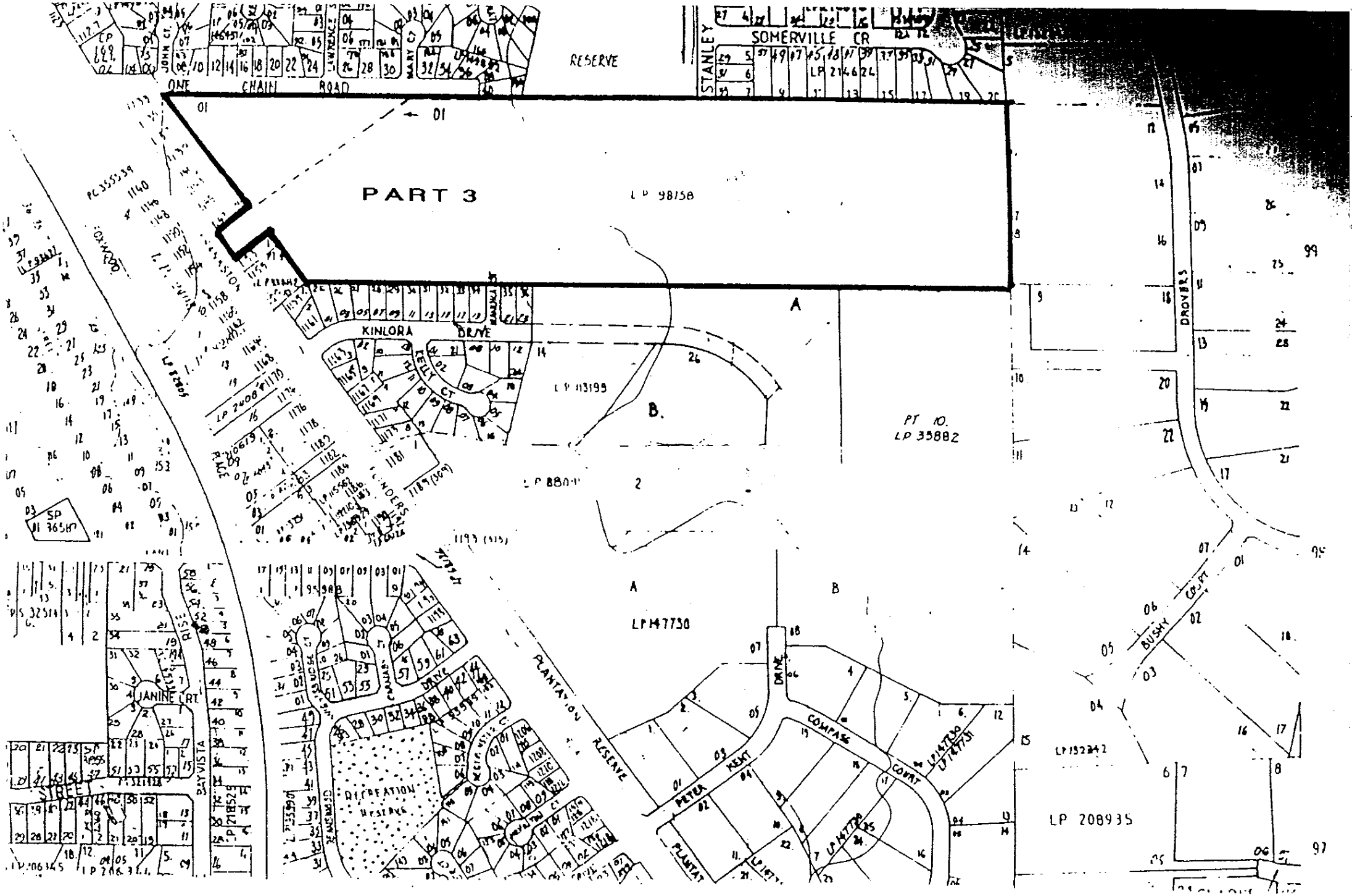
R A Curry.

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SCHEDULE TWO

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PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1234174

APPLICANT'S NAME & ADDRESS

SP CONVEYANCING VICTORIA PTY LTD C/- LANDATA DOCKLANDS

VENDOR

ROBINSON, IAN

PURCHASER

VENDOR, APPLICATION

REFERENCE

Robinson Yang 26093

This certificate is issued for:

LOT 107 PLAN PS715102 ALSO KNOWN AS 31 ONE CHAIN ROAD SOMERVILLE MORNINGTON PENINSULA SHIRE

The land is covered by the:

MORNINGTON PENINSULA PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1

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

- is included in a NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 7 - C219morn

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/morningtonpeninsula)

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

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

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

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

13 March 2026

Sonya Kilkenny
Minister for Planning

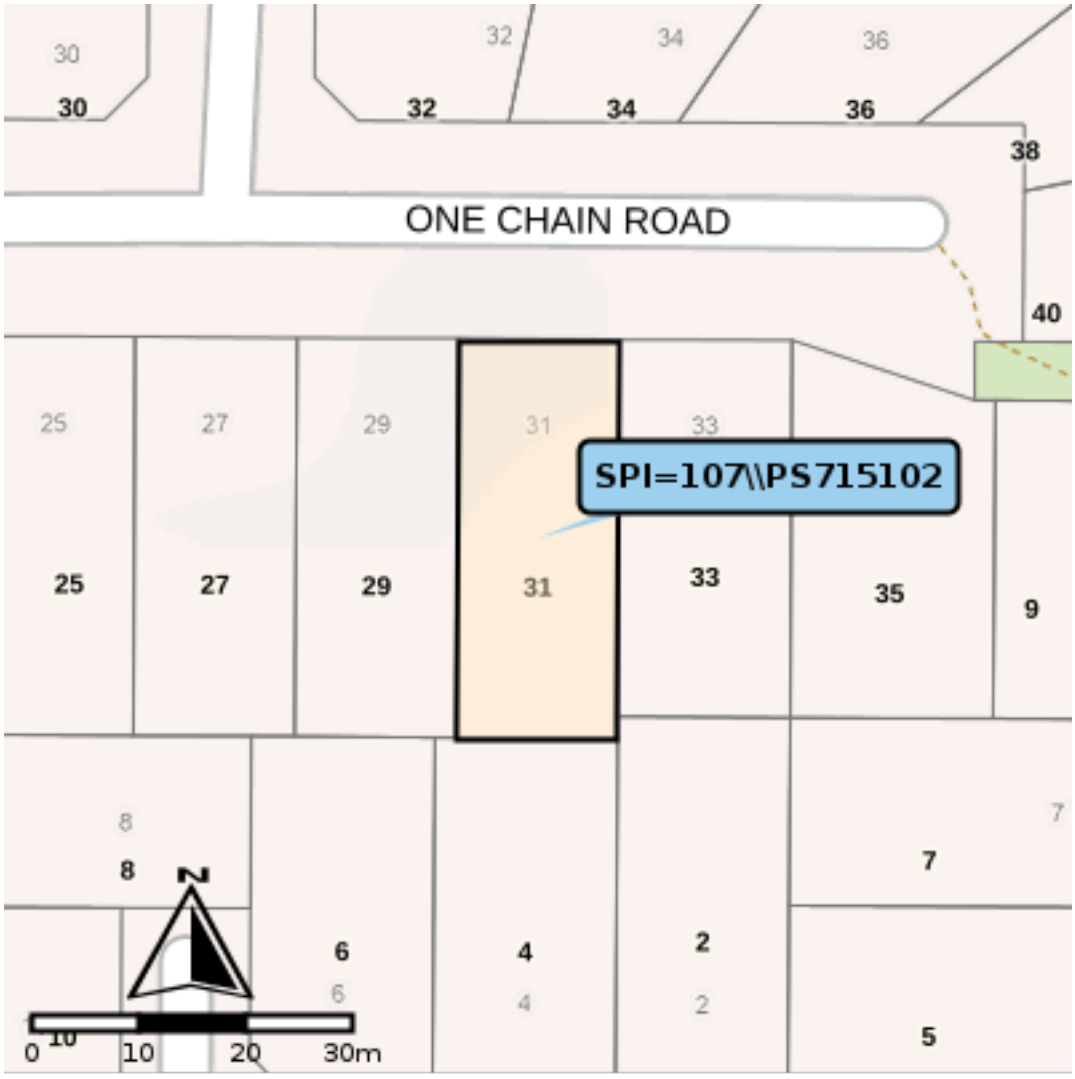
VICTORIA State Government

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

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

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

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



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Next business day delivery, if further information is required from you.

Privacy Statement

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

VICTORIA State Government

Mornington Peninsula Shire

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 (22921)

I Robinson & C Yang
31 One Chain Road
SOMERVILLE VIC 3912

Property number
145684

Total amount due
$2,491.50

Arrears (due immediately)
$83.15

Current payable
$2,491.50 15/02/2026

Instalments

1st	$685.50	Due 30/09/2025
2nd	$602.00	Due 30/11/2025
3rd	$602.00	Due 28/02/2026
4th	$602.00	Due 31/05/2026

Property details

31 One Chain Road SOMERVILLE VICTORIA 3912
Lot 107 PS 715102 Vol 11929 Fol 937

Land Site Value:
$445,000

Capital improved value
$1,050,000

Net annual value
$52,500

AVPCC
110 - Dwelling

Financial details

Opening Balance	$83.15
Residential Improved Rate (0.001414 x CIV)	$1,484.70
Green Waste Bin Charge	$173.00
Waste Service Charge	$433.00
Total Shire rates and charges	**$2,173.85**
ESVF Residential Fixed	$136.00
ESVF Residential Variable (0.000173 x CIV)	$181.65
Total State Government ESVF	**$317.65**
Balance due	**$2,491.50**

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.

Property owners:
I Robinson, C Yang

Pay with Card or Bank

New

Scan the QR or pay in full or chooose 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 DIRECT Debit

Post Billpay **Biller code: 3653** **Ref no:** 2201456841

BPAY **Biller code: 20537** **Ref no:** 2201456841

*3653 2201456841

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**
MOR25P4GZ101088889

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/2026**
MOR25SFEA001088886

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/2026**
MOR25Y9EA001088888

2025-26 waste voucher
Non-transferable.
Expiry: **30/09/2026**
MOR258NYD001088887

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

Statement for property:
LOT 107 31 ONE CHAIN ROAD
SOMERVILLE 3912
107 PS 715102

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
03B//01875/00040	Robinson 26093	13 MARCH 2026	51663866

1. Statement of Fees Imposed

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

(a) By Other Authorities

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

(b) By South East Water

Water Service Charge	01/01/2026 to 31/03/2026	$21.97
Sewerage Service Charge	01/01/2026 to 31/03/2026	$100.41
Subtotal Service Charges		$176.08
Usage Charges*	Billed until 6/3/2026	$438.75
Payments		$0.03
TOTAL UNPAID BALANCE		$614.80

- The meter at the property was last read on 06/03/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

  Water Usage Charge **$3.07 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.

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

The applicable flood level for this property is RL 44.15 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679-7517.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

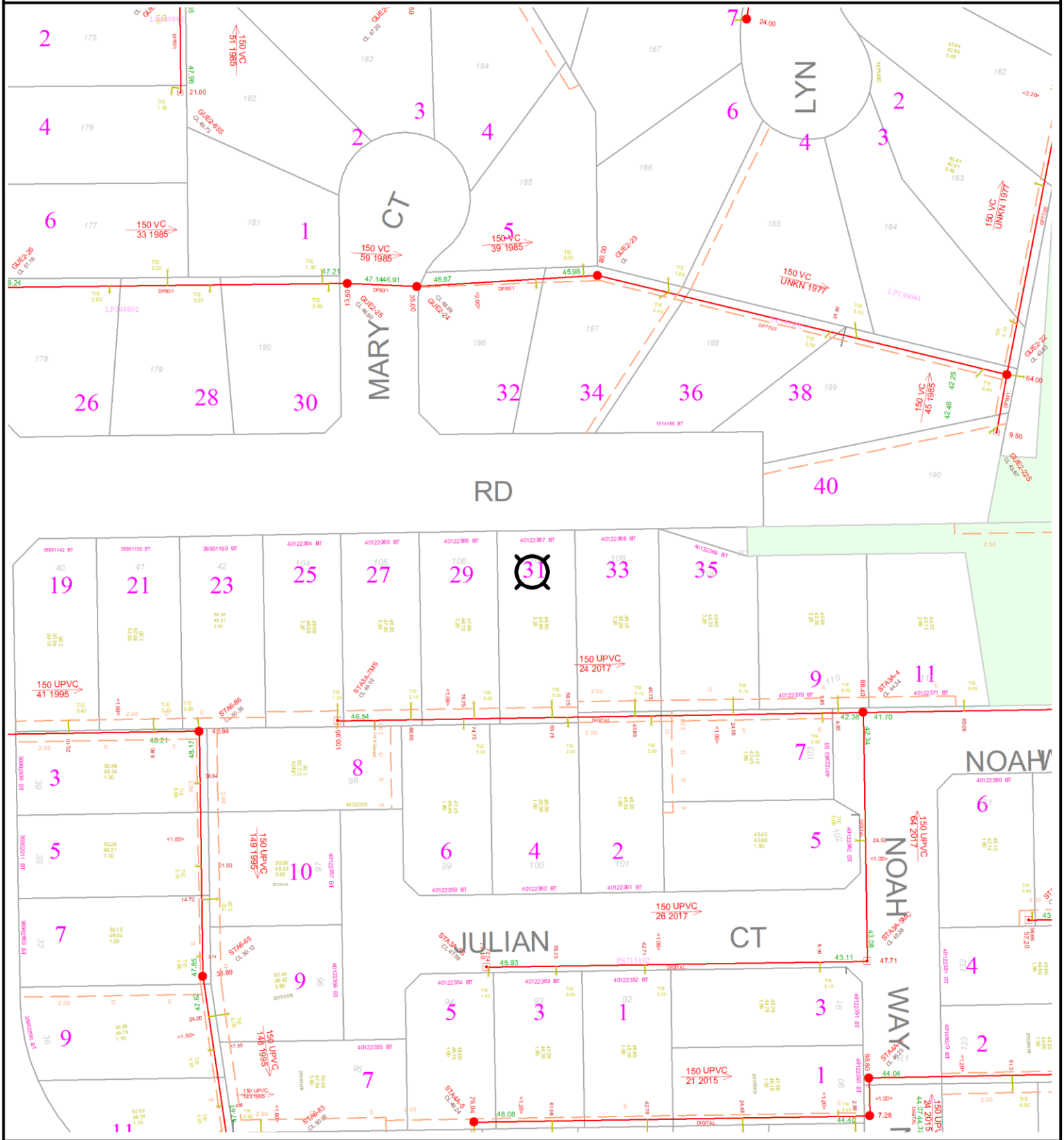
ASSET INFORMATION - SEWER & DRAINAGE

Property: Lot 107 31 ONE CHAIN ROAD SOMERVILLE 3912

Case Number: 51663866

20 0 20 40
Scale in Metres

Date: 13MARCH2026



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

- Title/Road Boundary
- Proposed Title/Road
- Easement
- Subject Property
- Sewer Main & Property Connections
- Direction of Flow
- Maintenance Hole
- Inspection Shaft
- <1.0> Offset from Boundary
- Abandoned Sewer

Melbourne Water Assets

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

ASSET INFORMATION - WATER

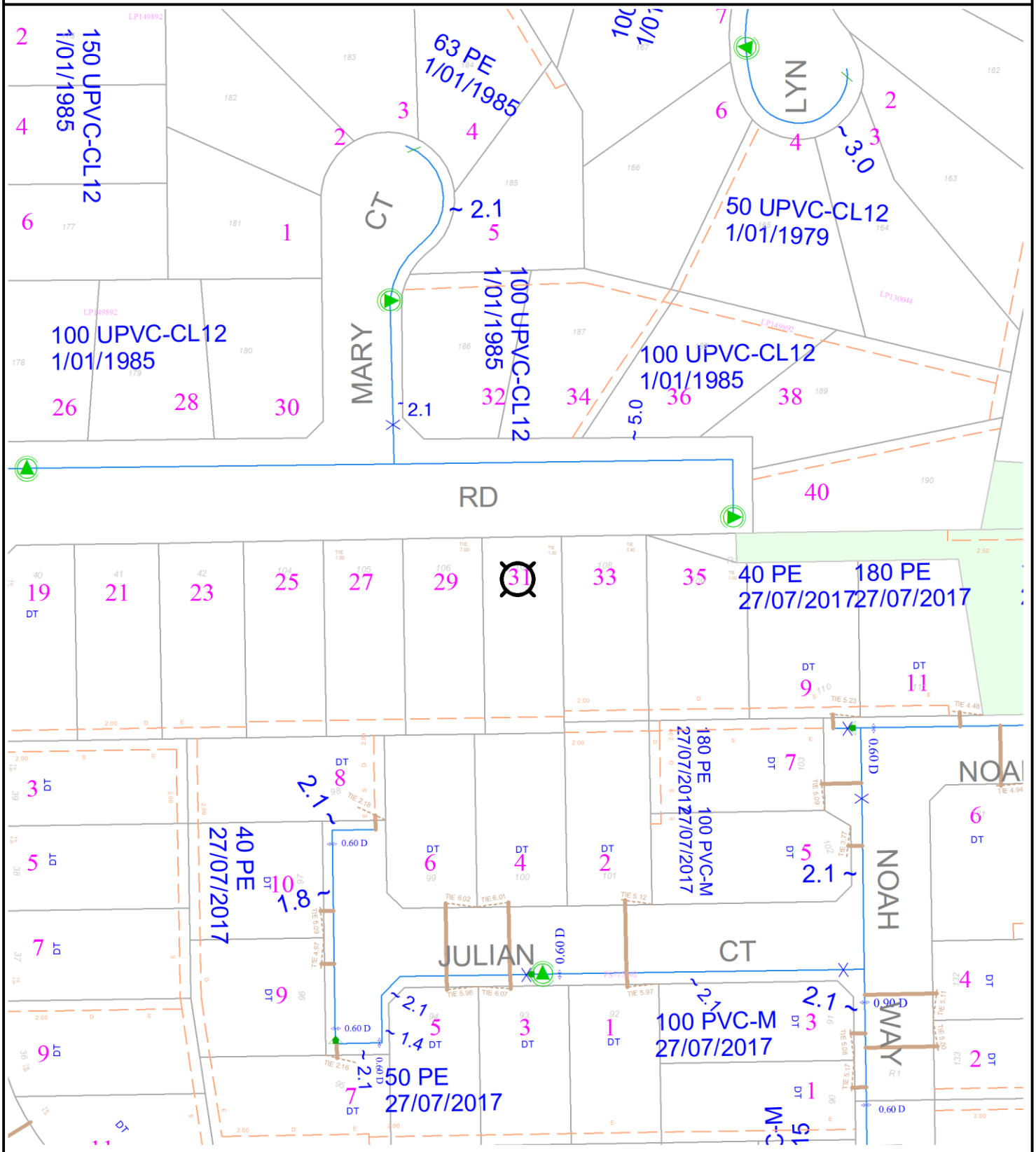
South East Water

Property: Lot 107 31 ONE CHAIN ROAD SOMERVILLE 3912

Case Number: 51663866

Scale in Metres: 20 0 20 40

Date: 13MARCH2026



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

LEGEND

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

ASSET INFORMATION - RECYCLED WATER

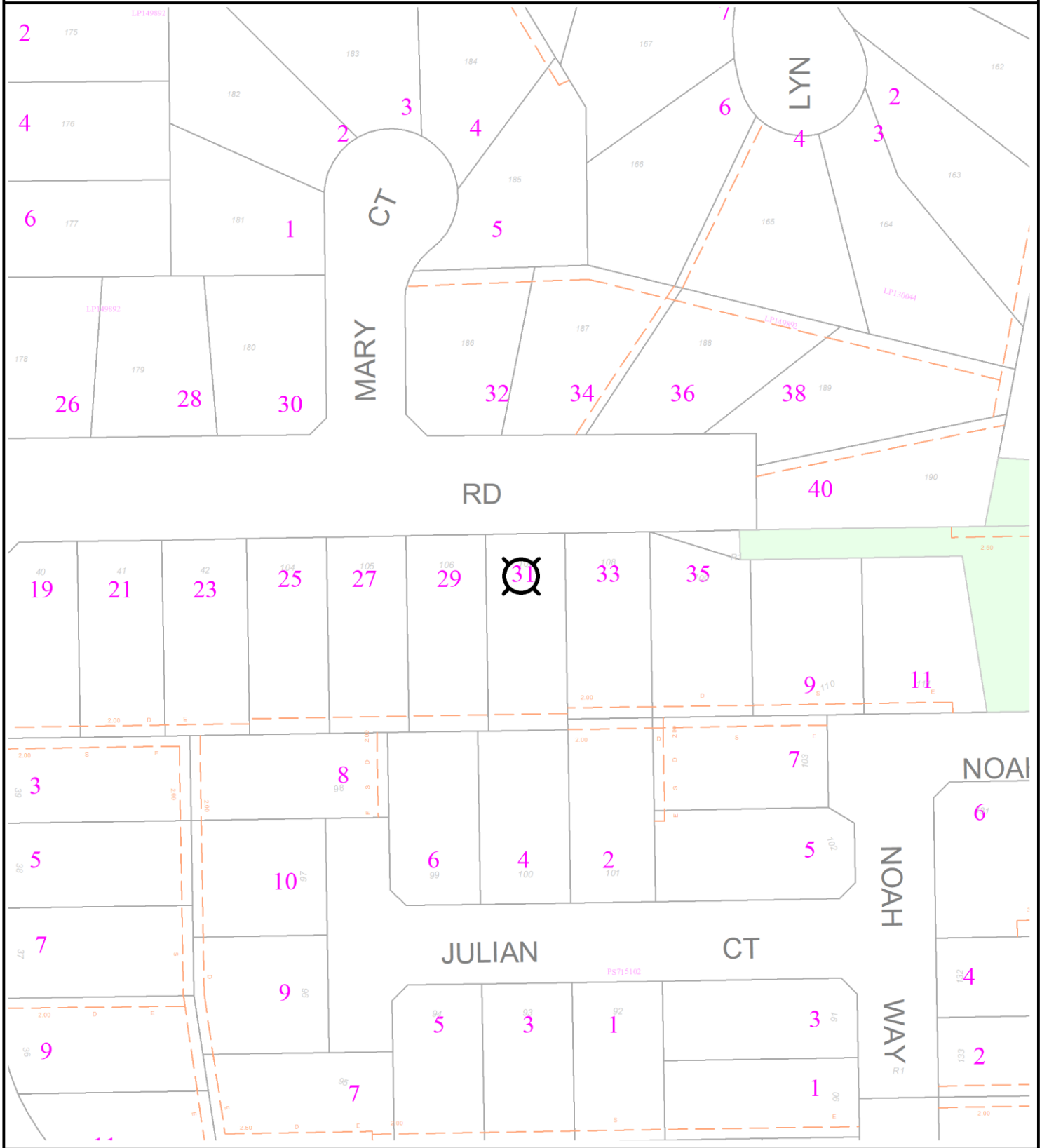
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 107 31 ONE CHAIN ROAD SOMERVILLE 3912

Case Number: 51663866

20 0 20 40
Scale in Metres

Date: 13MARCH2026



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
- Recycled Water Main Valve
- 100 CICL 26.9.1975 — Recycled Water Main & Services
- Hydrant
- Fireplug/Washout
- ~ 1.0 — Offset from Boundary

Property Clearance Certificate

Land Tax

SP CONVEYANCING VICTORIA PTY LTD

Your Reference:	LD:79929856-013-5.ROBINSO
Certificate No:	98188242
Issue Date:	13 MAR 2026
Enquiries:	ESYSPROD

Land Address: 31 ONE CHAIN ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44478807	107	715102	11929	937	$0.00

Vendor: CHUNXIAO YANG & IAN ROBINSON

Purchaser: APPLICATION VENDOR

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR IAN ROBINSON	2026	$445,000	$0.00	$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):	$1,050,000
SITE VALUE (SV):	$445,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 98188242

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 = $1,785.00

Taxable Value = $445,000

Calculated as $1,350 plus ($445,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $10,500.00

Taxable Value = $1,050,000

Calculated as $1,050,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 98188242

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: 98188242

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:79929856-013-5.Robinson Yan
Certificate No:	98188242
Issue Date:	13 MAR 2026
Enquires:	ESYSPROD

Land Address:	31 ONE CHAIN ROAD SOMERVILLE VIC 3912

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44478807	107	715102	11929	937	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	$1,050,000
SITE VALUE:	$445,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98188242

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 Reference:	LD:79929856-013-5.ROBINSON YAN
Certificate No:	98188242
Issue Date:	13 MAR 2026

Land Address:	31 ONE CHAIN ROAD SOMERVILLE VIC 3912

Lot	Plan	Volume	Folio
107	715102	11929	937

Vendor:	CHUNXIAO YANG & IAN ROBINSON
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.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 98188242

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY

Biller Code: 416073
Ref: 98188246

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: 98188246

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.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 17 March 2026 12:11 PM

PROPERTY DETAILS

Address:	**31 ONE CHAIN ROAD SOMERVILLE 3912**
Lot and Plan Number:	**Lot 107 PS715102**
Standard Parcel Identifier (SPI):	**107\PS715102**
Local Government Area (Council):	**MORNINGTON PENINSULA** www.mornpen.vic.gov.au
Council Property Number:	**145684**
Planning Scheme:	**Mornington Peninsula** Planning Scheme - Mornington Peninsula
Directory Reference:	**Melway 148 G1**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**EASTERN VICTORIA**
Legislative Assembly:	**HASTINGS**

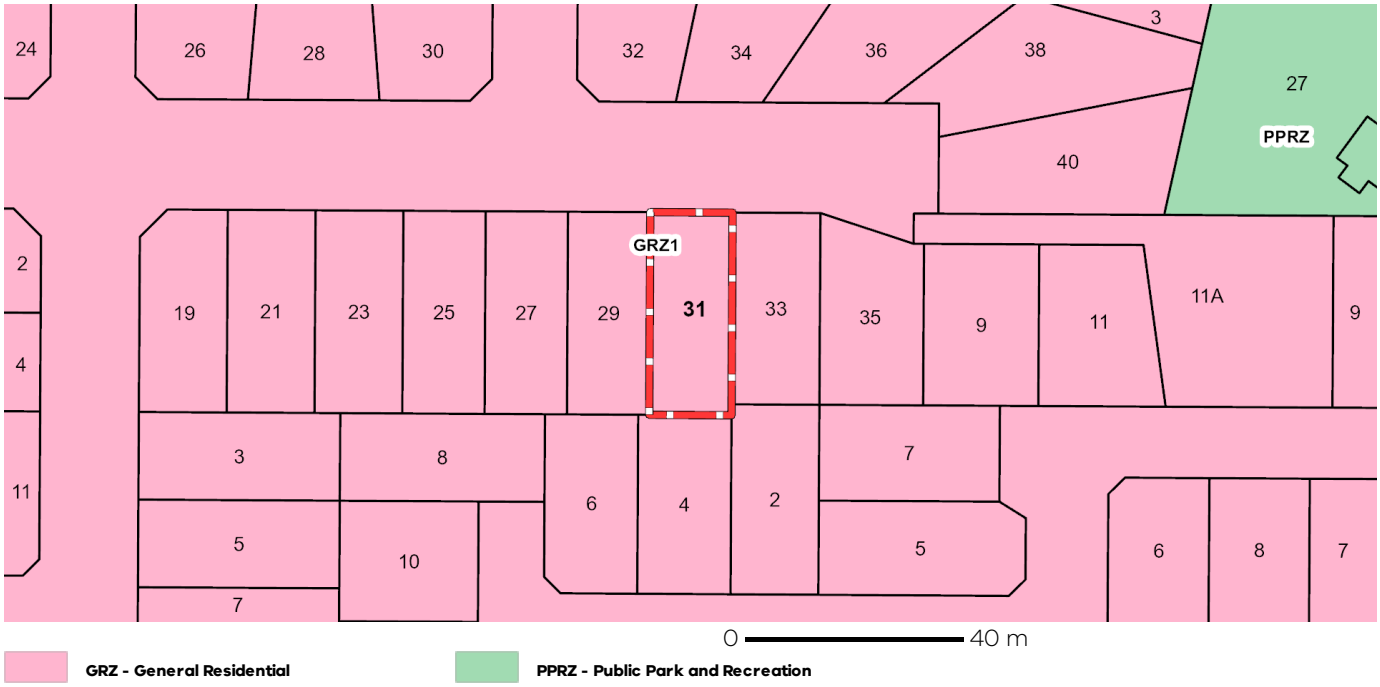
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Country Fire Authority**

View location in VicPlan

Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)
GENERAL RESIDENTIAL ZONE - SCHEDULE 1 (GRZ1)



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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

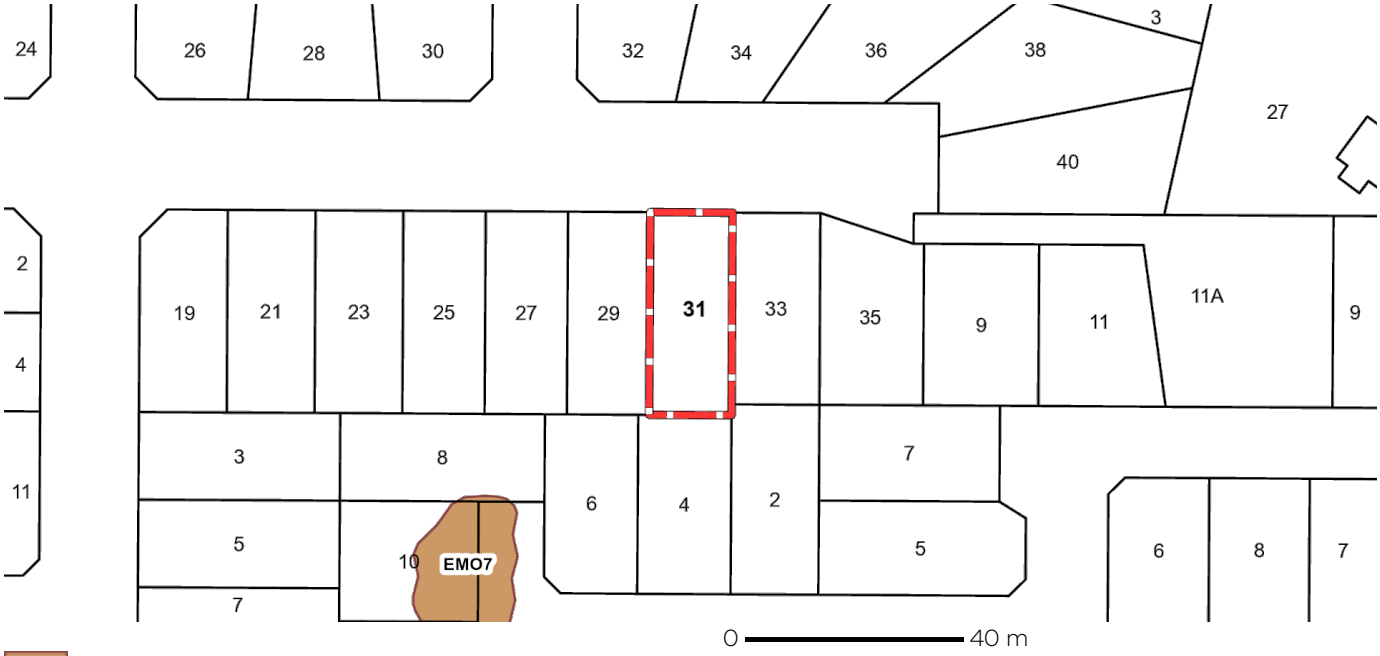
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

EROSION MANAGEMENT OVERLAY (EMO)



EMO - Erosion Management Overlay

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

Further Planning Information

Planning scheme data last updated on 13 March 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

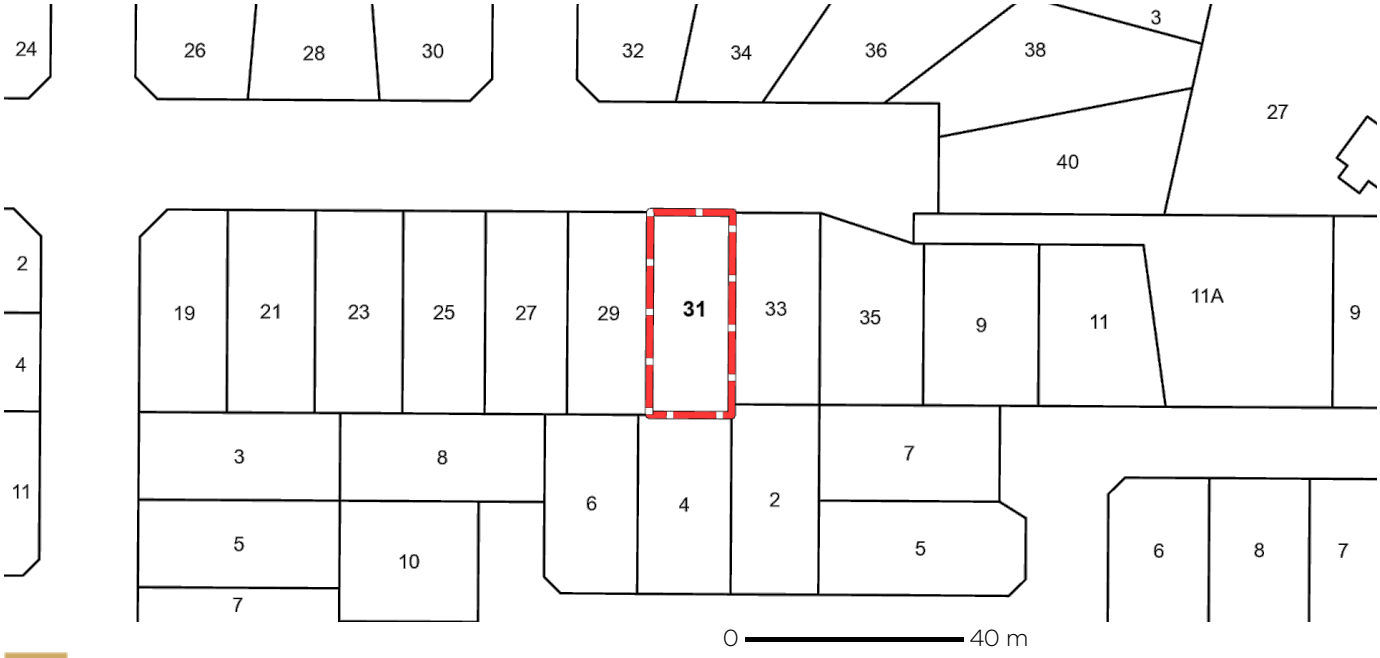
Department of Transport and Planning

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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

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

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