Contract of Sale of Land

Property:

39 Volunteer Avenue, Cranbourne South VIC 3977

Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195
Tel: 03 9782 1432
Ref: ZP:26/578

Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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.

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 Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Name of individual Signature of individual

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

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

ABN: .....

in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ...../…..……/2026

for and on behalf of:

Patrick David Reaby .....

Name of individual Signature of individual

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

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

Table of Contents

Particulars of Sale 6

Special Conditions 8

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea

Address: 463 Nepean Highway, Chelsea VIC 3196

Email: jo.barclay@obre.com.au

Tel: 03 9772 7077 Mob: 0439 394 434 Ref: Jo Barclay

Vendor

Name: Patrick David Reaby

Address: 39 Volunteer Avenue, Cranbourne South VIC 3977

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing

Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195

Email: enquiries@sunnyoaks.com.au

Tel: 03 9782 1432 Mob: Ref: 26/578

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12433	Folio	799	110	PS 846186P

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 39 Volunteer Avenue, Cranbourne South VIC 3977

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*)

All fixtures and fittings of a permanent nature including fixed floor coverings, window furnishings and light fittings.

Payment

Price	$			
Deposit	$	by	(of which $	has been paid)
Balance	$	payable at settlement		

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(**only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document*)

☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser)

Loan amount: ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

SPECIAL CONDITION 1 - **Settlement Rescheduling Fee**

If settlement does not occur on the due date by reason of request by or fault of the purchaser/s or their mortgagee, and is therefore in default, the purchaser/s agree to pay a rescheduling fee of $330.00 plus GST at settlement for each rescheduled settlement.

SPECIAL CONDITION 2 - Christmas/New Year Closure Period 23/12/2026 – 08/01/2027

2.1 Where a settlement date is chosen during the Christmas/New Year period of Wednesday 23rd December 2026 to Friday 8th January 2027 (the Closure Period), the Vendor/s and Purchaser/s agree that the settlement date will then be extended to Tuesday 12th January 2027 without penalty to either the Vendor/s or Purchaser/s.

2.2 The Vendor/s and Purchaser/s agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the Closure Period referred to in Special Condition 2.1.

2.3 Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 2.1 and 2.2.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "***electronic signature*** "means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to –

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

(c) any lease or tenancy referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor –

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

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(d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not –

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

VIC 3201

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

(b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if –

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if –

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit –

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

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

14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) 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.

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14.6 Payment of the deposit may be made or tendered –

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.10 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.

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition –

(a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

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(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement –

(a) the purchaser must pay the balance; and

(b) the vendor must –

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must –

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

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(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

(d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

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(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In these general conditions –

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

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser –

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from –

(i) a registered building surveyor;

(ii) a registered building inspector;

(iii) a registered domestic builder; or

(iv) an architect,

which is –

(v) prepared in compliance with Australian Standard AS 4349.1-2007;

(vi) identifies a current defect in a structure on the land; and

the author states is a major defect.

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

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser –

(a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

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

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(c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.

23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –

(a) the settlement is conducted through an electronic lodgement network; and

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(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must –

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite –

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –

(a) settlement is conducted through an electronic lodgement network; and

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(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must –

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to –

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that –

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that –

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served –

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(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or

(d) by email.

27.4 Any document properly sent by –

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

(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* (Vic); and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, 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

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without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

31.1 The vendor carries the risk of loss or damage to the property until settlement.

31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must –

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if –

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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GUARANTEE and INDEMNITY

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

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

a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

c) by time given to the Purchaser for any such payment performance or observance;

d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

This _____ Day of _____ 20 _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

SIGNED SEALED AND DELIVERED by the said

Print Name _____ _____

In the presence of Director(Sign)

Witness _____

Australian Institute of Conveyancers Victorian Division

Victorian Conveyancers' Association Inc.

Sunnyoaks Conveyancing

6 / 200 Nepean Highway, ASPENDALE 3195
Phone: 03 9782 1432

SECTION 32 STATEMENT

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

Vendor:	Patrick David Reaby
Property:	39 Volunteer Avenue, Cranbourne South VIC 3977 Being Lot 110 on Plan of Subdivision 846186P being all the Land described in Certificate of Title Volume 12433 Folio 799

VENDORS REPRESENTATIVE
Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

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

Ref: ZP:26/578

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

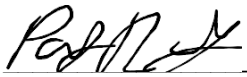
Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	39 VOLUNTEER AVENUE, CRANBOURNE SOUTH VIC 3977

Vendor's name	Patrick David Reaby	Date 02/11/2026
Vendor's signature		

Purchaser's name	Date / /
Purchaser's signature	
_____	
Purchaser's name	Date / /
Purchaser's signature	
_____	

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) ☒ Are contained in the attached certificate/s.

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

1.5 **Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)**

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Not Applicable

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X' ☐

3.4 Planning Scheme

☒ The required specified information is as follows:

(a)	Name of planning scheme	Casey
(b)	Name of responsible authority	Casey
(c)	Zoning of the land	UGZ - Urban Growth Zone
(d)	Name of planning overlay	Development Contributions Overlay

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

There are NO 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. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

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):

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 **Unregistered Subdivision**

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

Not Applicable

10.2 **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act* 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Notice to Purchaser

(GST Withholding Regime)

Property: 39 Volunteer Avenue, Cranbourne South VIC 3977

Vendor: Patrick David Reaby

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

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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 12433 FOLIO 799

Security no : 124140119945Q
Produced 28/10/2026 01:03 PM

LAND DESCRIPTION

Lot 110 on Plan of Subdivision 846186P.
PARENT TITLE Volume 11595 Folio 033
Created by instrument PS846186P 27/10/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
PATRICK DAVID REABY of UNIT 4 25 JOHN STREET MORDIALLOC VIC 3195
AW268774E 15/11/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW268775C 15/11/2022
BENDIGO AND ADELAIDE BANK LTD

COVENANT PS846186P 27/10/2022
Expiry Date 28/02/2032

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
AV472938U 28/03/2022

DIAGRAM LOCATION

SEE PS846186P 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: 39 VOLUNTEER AVENUE CRANBOURNE SOUTH VIC 3977

ADMINISTRATIVE NOTICES

NIL

eCT Control 18057S BENDIGO BANK
Effective from 15/11/2022

OWNERS CORPORATIONS

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The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS846186P

DOCUMENT END

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Document Identification	**PS846186P**
Number of Pages (excluding this cover sheet)	**8**
Document Assembled	**28/10/2026 13:03**

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PLAN OF SUBDIVISION

EDITION 2

PS 846186P

Location of Land

Parish: Langwarrin
Township: ——
Section: ——
Crown Allotment: 29A (Part)
Crown Portion: ——

Title Reference: Vol. 11595 Fol. 033

Last Plan Reference: Lot 1 TP 958278V

Postal Address: (at time of subdivision) 735 Cranbourne-Frankston Road Cranbourne South 3977

MGA Co-ordinates: (of approx. centre of land in plan) E 345 990 Zone: 55 N 5 778 780 GDA 2020

Council Name: Casey City Council

Council Reference Number: SubA00360/20
Planning Permit Reference: PlnA00896/19
SPEAR Reference Number: S166502C

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6: 25/02/2021

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Michele Scarlett for Casey City Council on 02/06/2022

Statement of Compliance issued: 06/09/2022

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 for: lots excluding Lot S2 at Statement of Compliance

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Road R-1	City of Casey
Road R-2	City of Casey
Reserve No.1	Melbourne Water Corporation
Reserve No.2	City of Casey

NOTATIONS

Depth Limitation: Does not apply.

Survey: This plan is~~/is not~~ based on survey
This survey has been connected to permanent marks No(s) 130
In Proclaimed Survey Area No. 52.

Staging: This is~~/is not~~ a staged subdivision
Planning Permit No. Pln 00896/19

NOTATIONS

Lots 1 to 100 (Both Inclusive) and 128 to 200 (Both Inclusive) have been omitted from this plan.

Lots on this Plan may be affected by one or more Owners Corporations

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

EASEMENT INFORMATION

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

Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in the plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Creation & Maintenance of Wetlands, Floodway & Drainage, as described in Memorandum of Common Provisions No. MCP AA2741.	See Diag.	This Plan	Melbourne Water Corporation
E-2	Sewerage	See Diag.	This Plan	South East Water Corporation

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REF 37183/Stg.1

ORIGINAL SHEET SIZE A3

SHEET 1 OF 7 SHEETS

Digitally signed by: Kevin Charles Walsh, Licensed Surveyor,
Surveyor's Plan Version (4),
27/05/2022, SPEAR Ref: S166502C

THIS IS A LAND USE VICTORIA COMPILED PLAN
FOR DETAILS SEE MODIFICATION TABLE HEREIN

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PLAN OF SUBDIVISION

EDITION

PS 846186P

LOT INDEX

LOT	SHEET	LOT	SHEET	LOT	SHEET	LOT	SHEET
101-127	4						
201-219	5						
RESERVE NO.1	3						
RESERVE NO.2	5						
COMMON PROPERTY NO.1	3 & 5						

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REF 37183

ORIGINAL SHEET SIZE A3

SHEET 2

KEVIN CHARLES WALSH, VERSION

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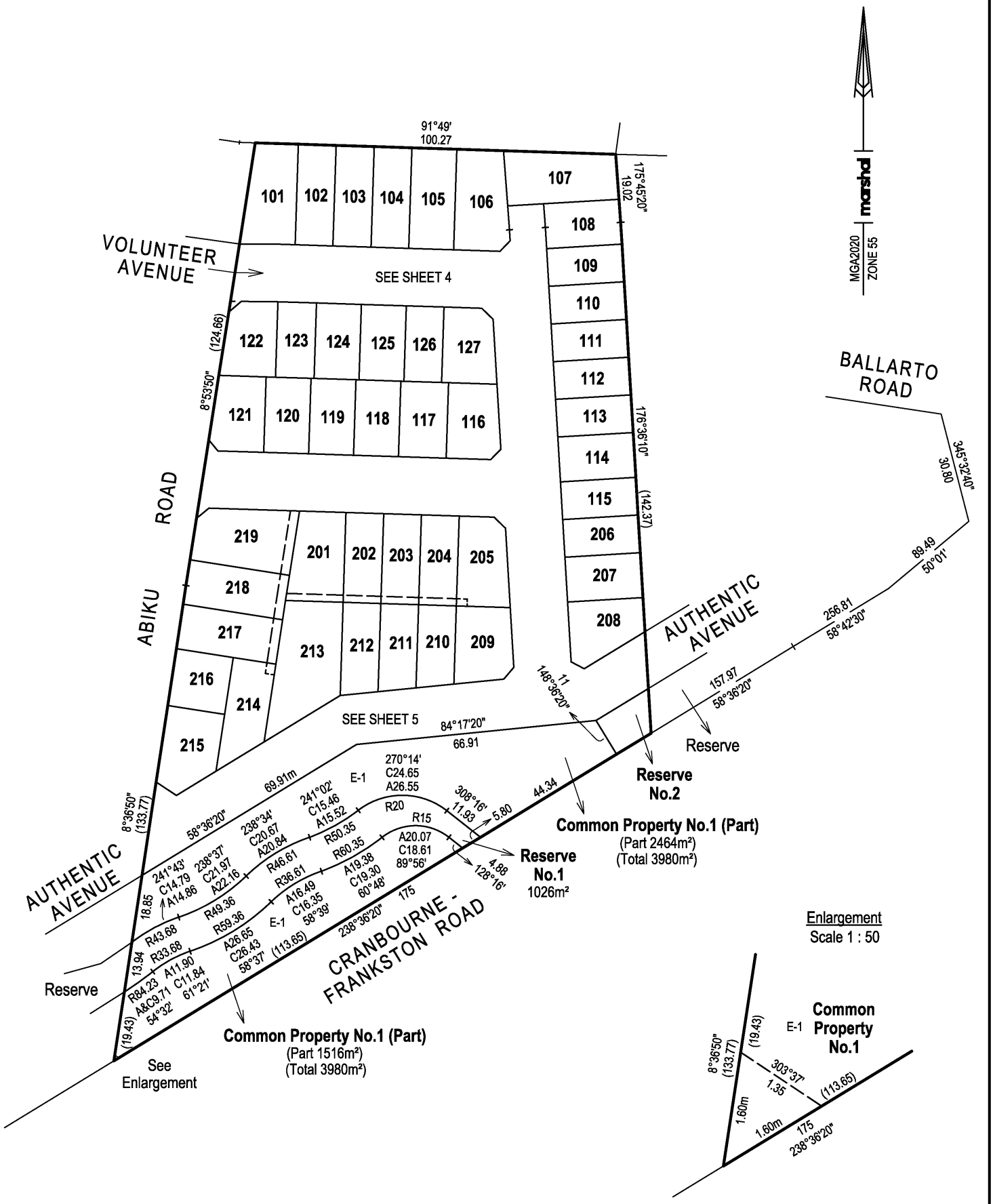
PS 846186P



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SCALE 1 : 1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 3
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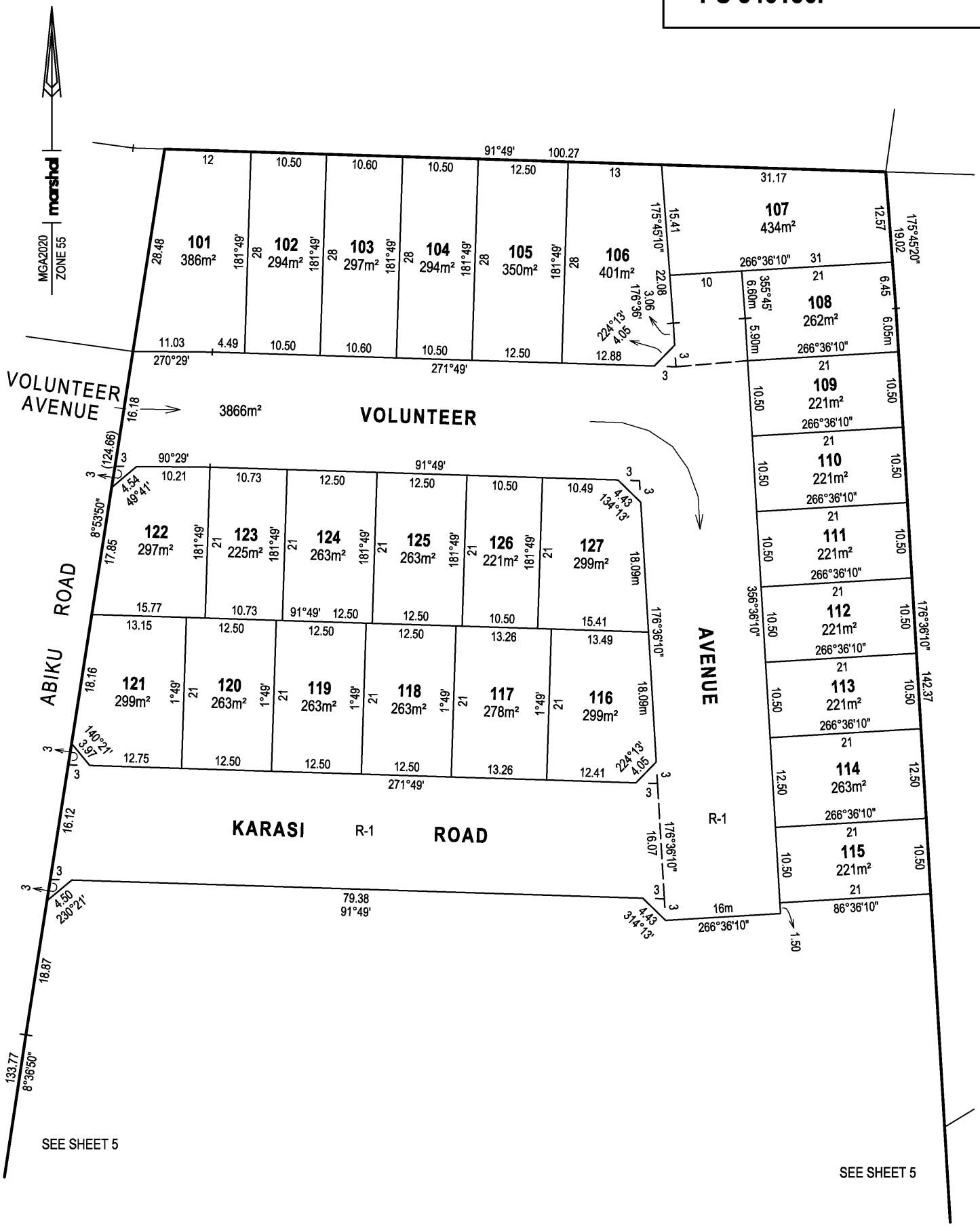
PS 846186P



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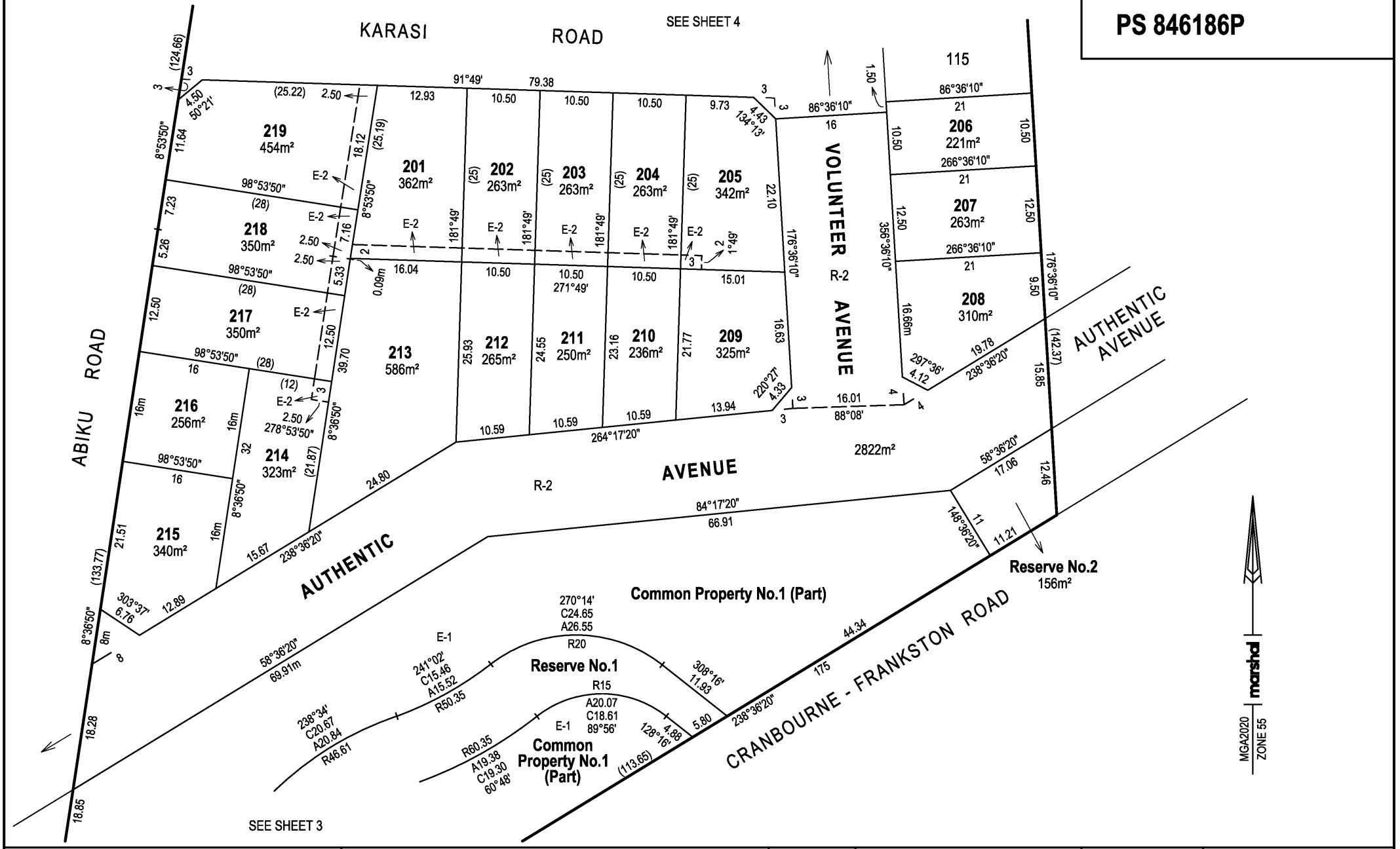
SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 4
KEVIN CHARLES WALSH, VERSION			

PS 846186P



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SCALE 1 : 500	0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 5
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SUBDIVISION ACT 1988

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land:

Lots 101 and 105 to 107 (Both Inclusive).

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA8377. Unless with the written consent of the Responsible Authority and the Design Review Committee.

Expiry Date: 28 February 2032.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION B

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land:

Lots 102 to 104 (Both Inclusive) and 108 to 127 (Both Inclusive).

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions of the Small Lot Housing Code. Unless with the written consent of the Responsible Authority and the Design Review Committee.

NOTE: Burdened land with reference to Small Lot Housing Code are type A lots.

Expiry Date: 28 February 2032.

SUBDIVISION ACT 1988

CREATION OF RESTRICTION C

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 101 to 127 (Both Inclusive).

Benefited Land: Lots 101 to 127 (Both Inclusive).

Shall not build or allow to remain more than one private dwelling - house (which expression shall include a house, apartment, unit or flat).

Shall not build or carryout improvements without approval of the Design Review Committee or such other entity as may be nominated by the Design Review Committee.

Shall not subdivide the land sold.

Shall not construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Review Committee.

Expiry Date: 28 February 2032.

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SUBDIVISION ACT 1988
CREATION OF RESTRICTION D

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 201, 205, 208, 209, 213 to 215 (Both Inclusive) and 217 to 219 (Both Inclusive).

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions recorded in MCP AA8380. Unless with the written consent of the Responsible Authority and the Design Review Committee.

Expiry Date: 28 February 2033.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION E

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 202 to 204 (Both Inclusive), 206, 207, 210 to 212 (Both Inclusive) and 216.

Benefited Land: All lots in the plan.

The burdened land cannot be used except in accordance with the provisions of the Small Lot Housing Code. Unless with the written consent of the Responsible Authority and the Design Review Committee.

NOTE: Burdened land with reference to Small Lot Housing Code are type A lots.

Expiry Date: 28 February 2033.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION F

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 203 and 211.

Benefited Land: All lots in the plan.

No dwelling or garage shall be constructed within 1m of the eastern side boundary of the burdened lot.

NOTE: Refer to Standard 7 of the Small Lot Housing Code for setback profiles and allowable encroachments.

Expiry Date: 28 February 2033.

SUBDIVISION ACT 1988
CREATION OF RESTRICTION G

Upon registration of this plan the following restriction is to be created.

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

Burdened Land: Lots 201 to 219 (Both Inclusive).

Benefited Land: Lots 201 to 219 (Both Inclusive).

Shall not build or allow to remain more than one private dwelling - house (which expression shall include a house, apartment, unit or flat).

Shall not build or carryout improvements without approval of the Design Review Committee or such other entity as may be nominated by the Design Review Committee.

Shall not subdivide the land sold.

Shall not construct or allow to construct any dwelling or commercial building on any lot unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering if it is to become available.

Shall not allow any of the restriction to be changed or amended unless otherwise approved in writing by the Responsible Authority and the Design Review Committee.

Expiry Date: 28 February 2033.

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS846186P

MASTER PLAN (STAGE 1) REGISTERED DATE 27/10/2022 TIME 3:10pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S2	LOTS 201-219, ROAD R1, RESERVE NO.1 & 2	STAGE PLAN	PS846186P/S2	10/03/23	2	YL

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CASEY.VIC.GOV.AU

Agreement under Section 173 of the Planning and Environment Act 1987

Date / /2022

3/3/2022

Subject Land: **735 Cranbourne-Frankston Road, Cranbourne South**

Purpose of Agreement: Payment of Community Infrastructure Levy

Casey City Council

and

Development 50 Pty Ltd ACN 110 474 738

AV472938U

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City of Casey

Contents

1. Definitions 3
2. Interpretation 5
3. Purposes of and reasons for this Agreement 5
4. Payment of Community Infrastructure Levy 5
5. Owner's further obligations 6
6. Agreement under Section 173 of the Act 7
7. Owner's Warranties 7
8. Successors in title 7
9. General matters 7
10. GST 8
11. Commencement of Agreement 8
13. Ending of Agreement 8

Schedule 1 10

Schedule 2 11

AV472938U

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City of Casey

Agreement under Section 173 of the Planning and Environment Act 1987

Dated / / 3/3/2022

Parties

Name	**Casey City Council**
Address	Municipal Offices Bunjil Patrick Northeast Drive, Narre Warren, Victoria
Short name	**Council**

Name	**Development 50 Pty Ltd ACN 110 474 738**
Address	Suite 12, 79 Manningham Road, Bulleen, Victoria
Short name	**Owner**

Background

A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency under the Development Contributions Plan.

B. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to do so, as the Collecting Agency.

C. The Owner is or is entitled to be the registered proprietors of the Subject Land.

D. Condition 58 of the Planning Permit requires the payment of a Community Infrastructure Levy.

E. This Agreement satisfies the Owner's obligation under condition 58 of the Planning Permit.

F. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Deed as amended from time to time.

AV473938U

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Building Permit means a building permit under the *Building Act 1993* (Vic).

Collecting Agency have the same meaning as in the Development Contributions Plan.

Current Address means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

(a) for Council, caseycc@casey.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Community Infrastructure Levy means the Community Infrastructure Levy required to be paid to the Collecting Agency under the Development Contributions Plan.

Development Contributions Plan (or DCP) means the Brompton Lodge Development Contributions Plan dated August 2016 (as amended from time to time) as incorporated in the Planning Scheme.

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

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

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

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

Planning Permit means the planning permit specified in Schedule 2 authorising the development of the Subject Land in accordance with the Endorsed Plan.

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

Residential Lot means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a house lot without further subdivision.

Schedule means a schedule to this Agreement.

Subject Land means the land listed in Schedule 1 of this Agreement and any reference to the Subject Land includes any lot created by the subdivision of any lot comprising the Subject Land or any part of it.

AV429381

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2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of and reasons for this Agreement

The Parties acknowledge and agree that the purposes of and reasons for this Agreement are to make provision for the payment of the Community Infrastructure Levy to satisfy condition 58 of the Planning Permit.

4. Payment of Community Infrastructure Levy

The Owner agrees that:

4.1 the Community Infrastructure Levy in respect of the development of a Residential Lot must be paid to Council in accordance with the Development Contributions Plan prior to the issue of a Building Permit in connection with that Residential Lot; and

4.2 if for any reason a Building Permit is not required for the development of a Residential Lot, the Community Infrastructure Levy in respect of the development of that Residential Lot must be paid to the Council before the commencement of the development.

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5. Owner's further obligations

5.1 Notice and registration

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

5.2 Further actions

The Owner:

5.2.1 must do all things necessary to give effect to this Agreement;

5.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

5.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

5.3 Council's costs to be paid

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

5.3.1 drafting, finalising, signing and recording this Agreement;

5.3.2 drafting, finalising and recording any amendment to this Agreement;

5.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

5.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

5.4 Interest for overdue moneys

5.4.1 The Owner must pay to Council interest at the same rate applied under section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.

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

5.5 Notification of compliance with Owner's obligations

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

AV472938U

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6. Agreement under Section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

7. Owner's Warranties

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

8. Successors in title

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

8.1.1 give effect to this Agreement; and

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

9. General matters

9.1 Notices

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

9.1.1 personally on the other Party;

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

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

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

9.2 No waiver

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

9.3 Severability

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

AV472938J

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9.4 No fettering of Council's powers

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

9.5 Inspection of documents

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

9.6 Governing law

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

10. GST

10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.

10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. Commencement of Agreement

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

12. Amendment of Agreement

12.1 This Agreement may be amended in accordance with the Act.

12.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

13. Ending of Agreement

13.1 This Agreement ends:

13.1.1 when the Community Infrastructure Levy in respect of a Residential Lot has been paid; or

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13.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

13.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

13.3 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

13.4 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

AV472938U

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City of Casey

Schedule 1

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Certificate of Title
Volume 11595 Folio 033

AV472938U

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Schedule 2

Planning Permit Details

PlnA00896/19.A issued by Council on 15 June 2020

AV472938U

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Signing Page

Signed, sealed and delivered as a Deed by the Parties

Signed sealed and delivered by the Manager Growth and Investment on behalf of **Casey City Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

DocuSigned by:
Rosie Sullivan
54BB1AF326C7477...

Witness

DocuSigned by:
C3C0A3D19AB443C...

Manager Growth and Investment

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000.*

Executed as a deed by **Development 50 Pty Ltd ACN 110 474 738** in accordance with s 127(1) and s 127(3) of the *Corporations Act 2001*:

Signature of Director

GEORGIA ANNE CHUCK

Print full name

Signature of Director/Company Secretary

KERRY JOHN CHUCK

Print full name

AV472938U

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Mortgagee's Consent

RMBL Investments Ltd as Mortgagee under instrument of mortgage no. AT093614C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed by RMBL Investments Limited (A C N 004 493 789) by two of its duly appointed Attorneys pursuant to Power of Attorney dated 1 July 2021 and who declare that he/she has at the time of execution of this document no notice of its revocation.

Signature

SURINDER SINGH GURDIAL

Name of Attorney

Signature

Alexine Pauline Margaret Courtney

Name of Attorney

AV472935U

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS846186P

The land in PS846186P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 101 - 127, 201 - 219.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
90 TOORADIN STATION ROAD TOORADIN VIC 3980

PS846186P/S2 10/03/2023

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC057153D 27/10/2022

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	17	10
Lot 102	13	10
Lot 103	13	10
Lot 104	13	10
Lot 105	16	10
Lot 106	18	10

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 28/10/2026 01:03:05 PM

OWNERS CORPORATION 1
PLAN NO. PS846186P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	20	10
Lot 108	12	10
Lot 109	10	10
Lot 110	10	10
Lot 111	10	10
Lot 112	10	10
Lot 113	10	10
Lot 114	12	10
Lot 115	10	10
Lot 116	14	10
Lot 117	13	10
Lot 118	12	10
Lot 119	12	10
Lot 120	12	10
Lot 121	14	10
Lot 122	13	10
Lot 123	10	10
Lot 124	12	10
Lot 125	12	10
Lot 126	10	10
Lot 127	14	10
Lot 201	16	10
Lot 202	12	10
Lot 203	12	10
Lot 204	12	10
Lot 205	15	10
Lot 206	10	10
Lot 207	12	10
Lot 208	14	10

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 28/10/2026 01:03:05 PM

OWNERS CORPORATION 1
PLAN NO. PS846186P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 209	15	10
Lot 210	11	10
Lot 211	11	10
Lot 212	12	10
Lot 213	27	10
Lot 214	15	10
Lot 215	15	10
Lot 216	12	10
Lot 217	16	10
Lot 218	16	10
Lot 219	21	10
Total	**616.00**	**460.00**

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

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Contact City of Casey
03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
TIS: 131 450 (Translating and Interpreting Service)
caseycc@casey.vic.gov.au
PO Box 1000
Narre Warren VIC 3805
ABN: 43 320 295 742

Customer Service Centres
Narre Warren
Bunjil Place, Patrick Northeast Drive
Cranbourne
Cranbourne Park Shopping Centre

LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: eCerR/C011945
Your Reference: Reaby 26 578

Issue Date: 29 October 2026

Sunnyoaks Conveyancing
6/200 Nepean Highway
ASPENDALE VIC 3195

Property Number:	168837
Property Address:	39 Volunteer Avenue CRANBOURNE SOUTH VIC 3977
Property Description:	Lot 110 PS 846186P
Land Area:	221 sqm

Valuation Date	01/07/2026	**Effective Date**	01/07/2026
Site Value	$350,000		
Capital Improved Value	$660,000		
Net Annual Value	$33,000		

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

Details for financial year ending 30th June 2027

Rate Category		
Current Year`s General Rates	1,421.49	
Current Year`s Garbage Charge	423.00	
Current Year`s ESVF Levy	253.18	
Current Rates Year`s Charges - SUB TOTAL		2,097.67
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		$2,097.67

PLEASE NOTE: In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 15/02/2027.

Contact City of Casey
03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
TIS: 131 450 (Translating and Interpreting Service)
caseycc@casey.vic.gov.au
PO Box 1000
Narre Warren VIC 3805
ABN: 43 320 295 742

Customer Service Centres
Narre Warren
Bunjil Place, Patrick Northeast Drive
Cranbourne
Cranbourne Park Shopping Centre

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

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

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **eCerR/C011945**.

Jo Kaylock
Head of Revenue and Rating

PLEASE NOTE:

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

Electronic Payments

BPAY
Biller Code: **8995**
Ref: 01688377

Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

Statement for property:
LOT 110 39 VOLUNTEER AVENUE
CRANBOURNE SOUTH 3977
110 PS 846186

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53V//00050/00023	Reaby 26 578	28 OCTOBER 2026	53439288

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2026 to 31/12/2026	$23.06
Melbourne Water Corporation Total Service Charges	01/10/2026 to 31/12/2026	$32.64

(b) By South East Water

Water Service Charge	01/10/2026 to 31/12/2026	$19.49
Sewerage Service Charge	01/10/2026 to 31/12/2026	$109.87
Subtotal Service Charges		$185.06
	TOTAL UNPAID BALANCE	$185.06

- The meter at the property was last read on 19/08/2026. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge	**$0.98 per day**
Recycled Water Usage Charge	**$0.25 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.

- 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***.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

Pursuant to section 144 of the Water Act 1989, South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Class A Recycled Water is

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

connected to this property. Pursuant to section 144 of the Water Act 1989, certain conditions of connection apply to the property for each of the services referred to above. Those conditions are binding on every owner or occupier of the property. For information, please contact Property Development Branch on telephone 131694 or www.southeastwater.com.au

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

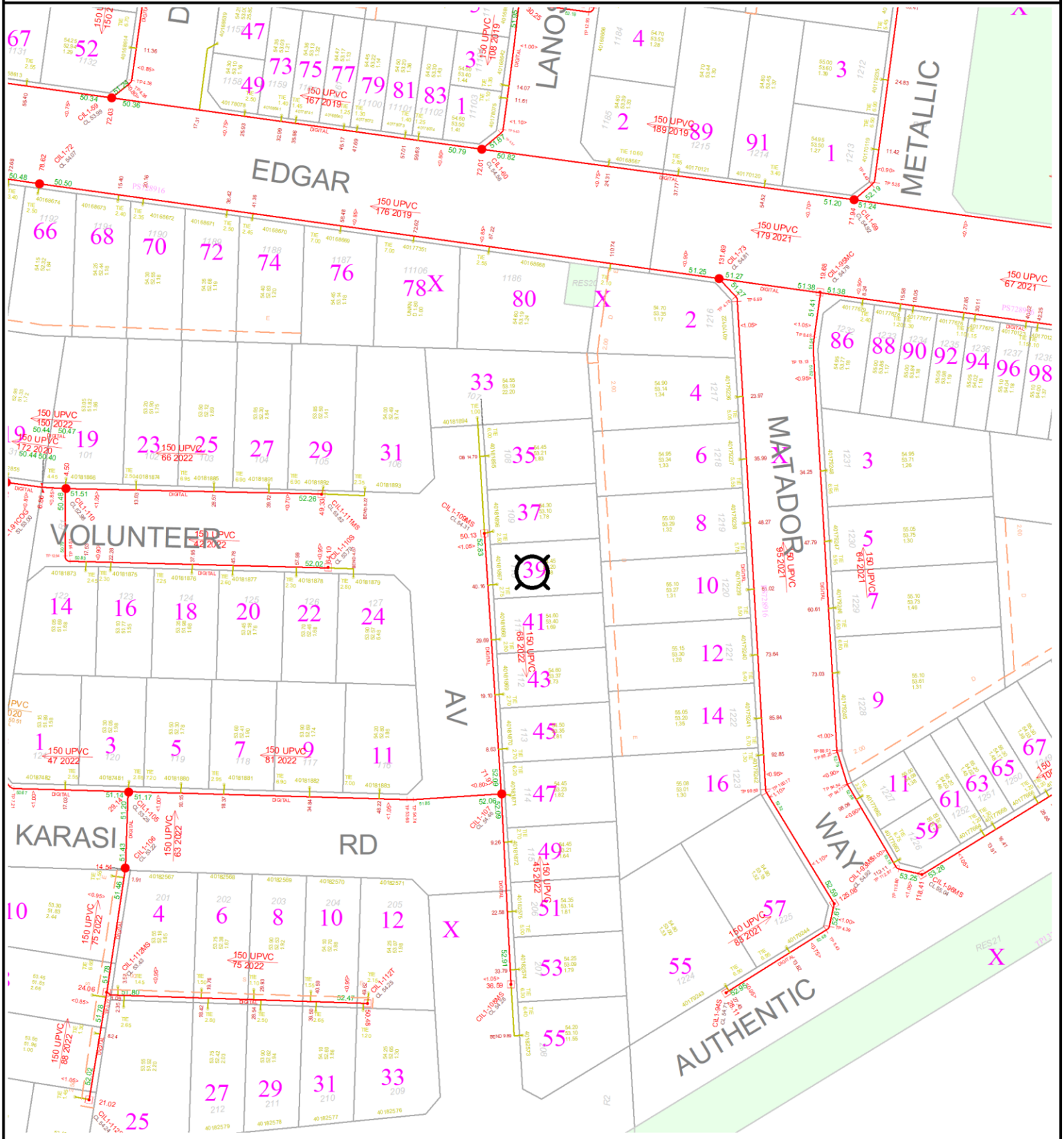
South East Water

Property: Lot 110 39 VOLUNTEER AVENUE CRANBOURNE SOUTH 3977

Case Number: 53439288

20 0 20 40
Scale in Metres

Date: 28OCTOBER2026



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
- 225 VC / 280 MOR — 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.

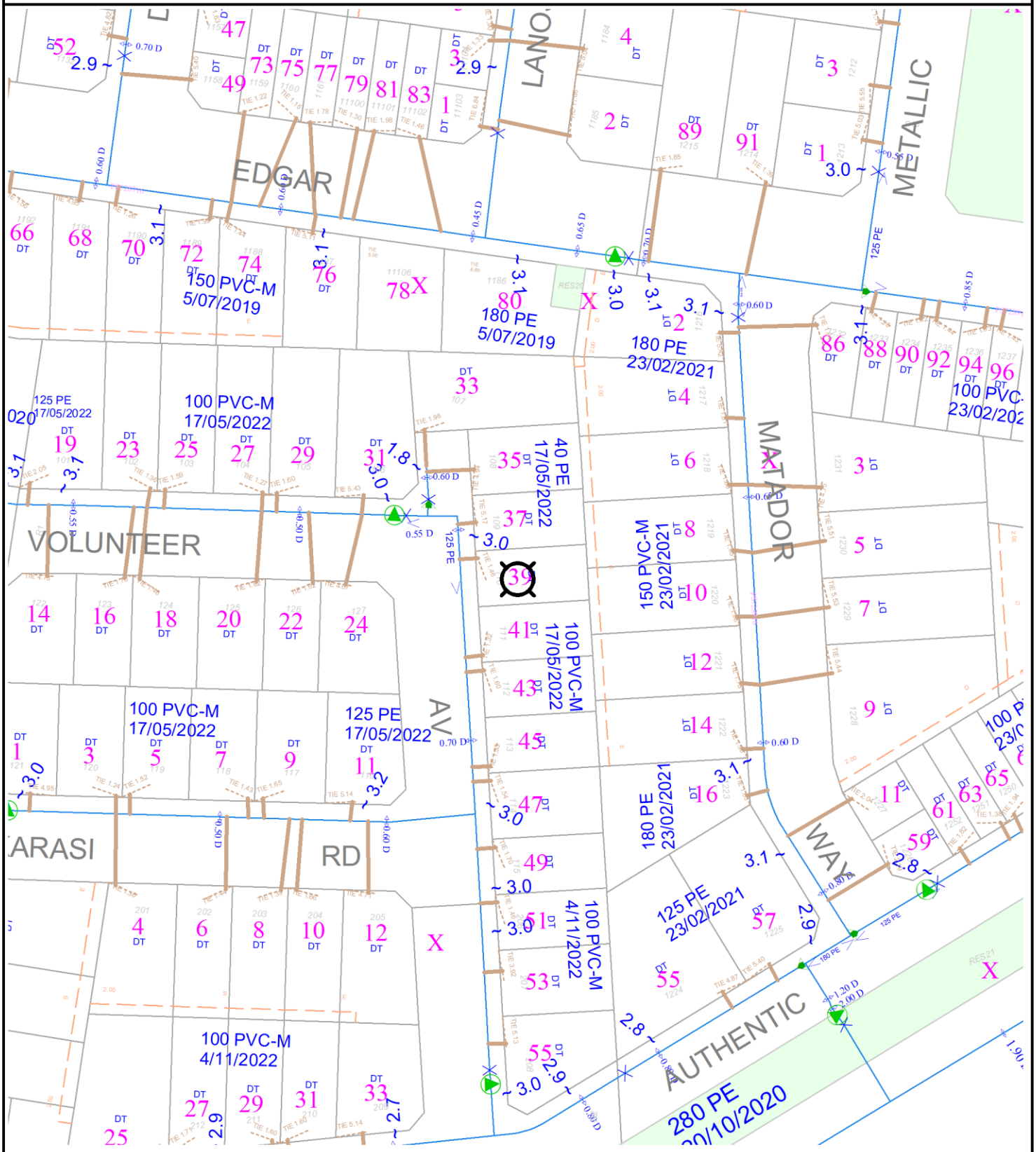
ASSET INFORMATION - WATER

Property: Lot 110 39 VOLUNTEER AVENUE CRANBOURNE SOUTH 3977

Case Number: 53439288

Scale in Metres: 20 0 20 40

Date: 28OCTOBER2026



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

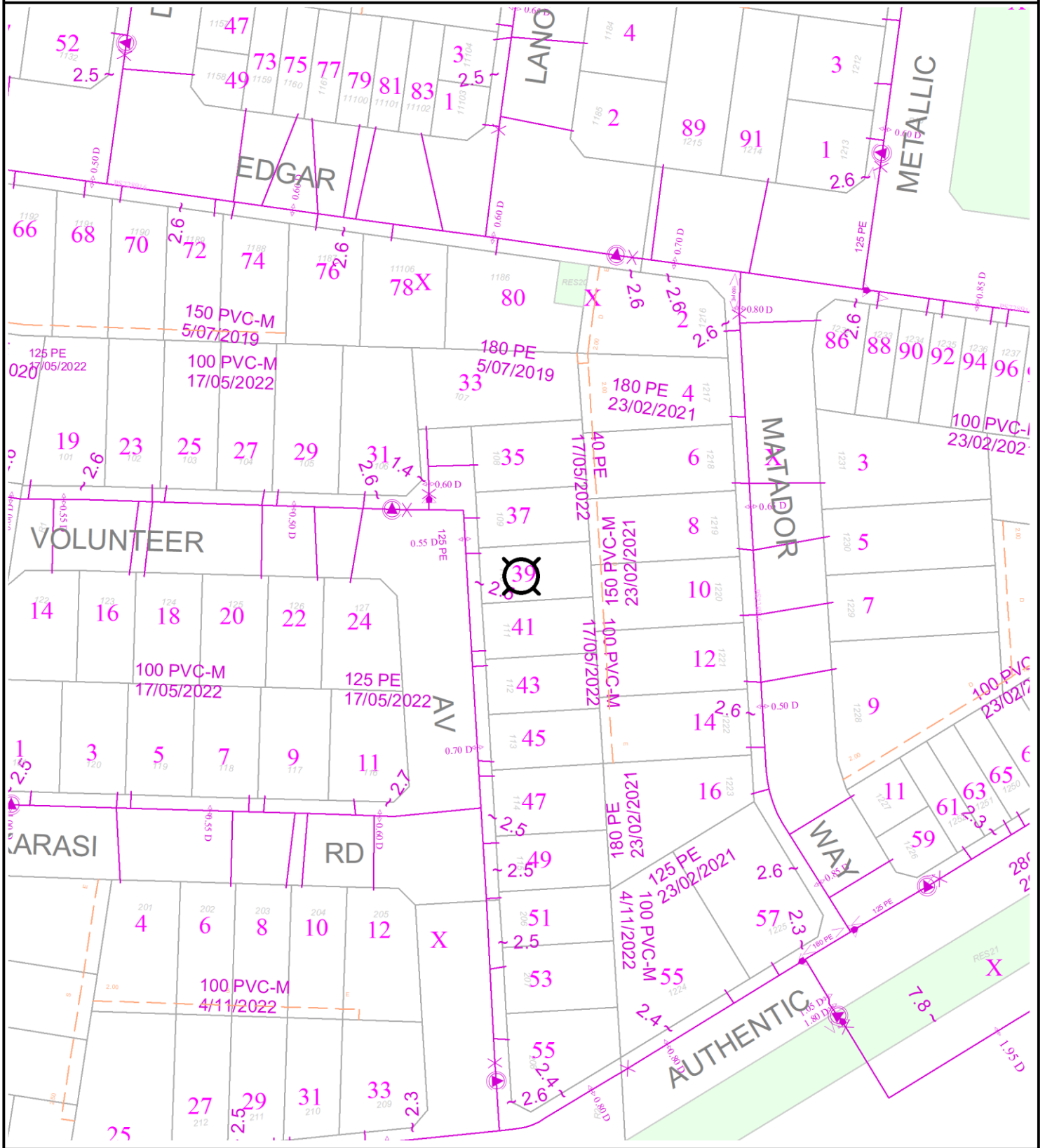
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 110 39 VOLUNTEER AVENUE CRANBOURNE SOUTH 3977

Case Number: 53439288

20 0 20 40
Scale in Metres

Date: 28OCTOBER2026



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

SUNNY OAKS CONVEYANCING

Your Reference:	REABY 26 578
Certificate No:	11972970
Issue Date:	29 OCT 2026
Enquiries:	TVD0

Land Address: 39 VOLUNTEER AVENUE CRANBOURNE SOUTH VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49457385	110	846186	12433	799	$0.00

Vendor: PATRICK READY

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR PATRICK DAVID READY	2026	$315,000	$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

Arrears of Vacant Residential 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):	$640,000
SITE VALUE (SV):	$315,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 11972970

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 = $1,395.00

Taxable Value = $315,000

Calculated as $1,350 plus ($315,000 - $300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $6,400.00

Taxable Value = $640,000

Calculated as $640,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 11972970

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: 11972970

Visa or Mastercard

Pay via our website or phone 13 21 61.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

SUNNY OAKS CONVEYANCING

Your Reference:	Reaby 26 578
Certificate No:	11972970
Issue Date:	29 OCT 2026
Enquires:	TVD0

Land Address:	39 VOLUNTEER AVENUE CRANBOURNE SOUTH VIC 3977

Land Id	Lot	Plan	Volume	Folio	Tax Payable
49457385	110	846186	12433	799	$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:	$640,000
SITE VALUE:	$315,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 11972970

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

SUNNY OAKS CONVEYANCING

Your Reference:	REABY 26 578
Certificate No:	11972970
Issue Date:	29 OCT 2026

Land Address:	39 VOLUNTEER AVENUE CRANBOURNE SOUTH VIC 3977

Lot	Plan	Volume	Folio
110	846186	12433	799

Vendor: PATRICK REABY

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		$0.00	$0.00	$0.00	$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 11972970

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: 11972973

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: 11972973

Visa or Mastercard

Pay via our website or phone 13 21 61.

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.

Whittles Better communities. The Whittles way.

Level 5, 580 St Kilda Road
Melbourne VIC 3004

03 8632 3300
whittles.com.au

Whittles Australia Pty Ltd
ABN 78 139 486 678

30/10/26

SUNNYOAKS CONVEYANCING
6/200 NEPEAN HIGHWAY
ASPENDALE, VIC, 3195

Dear Sir/Madam

RE: PLAN OF SUBDIVISION 846186P
735 CRANBOURNE-FRANKSTON ROAD, CRANBOURNE SOUTH
ABN: 64540193670
Lot: 00110
Address known as: 39 VOLUNTEER AVENUE, CRANBOURNE SOUTH
OWNER: P D Reaby

The following details are provided pursuant to your request for information under the Owners Corporations Regulations 2018 - Regulations 15, 16 & 17 and Owners Corporations Act 2006 - Section 151.

1. Financial Status of the Lot Owner:

The contribution payable to the Administration Fund is currently $120.00 per quarter paid to 30/11/26. No GST is included within this contribution.

The contribution payable to the Maintenance Fund is currently $0.00 per quarter paid.

Arrears are as follows:

Admin Fund:	$0.00	Interest:	$0.00
Maintenance Fund:	$0.00	Other Arrears:	$0.00

TOTAL ARREARS ARE: $0.00 as at 30/10/2026.

2. Special Levies

No Special Levies Payable

Future Dated Levies -

Account	**Fund**	**Amount**	**Due & Payable**
Contributions	A	$120.00	01/12/26

Default interest is applied to overdue levies.

The Owners Corporation has performed, or is about to perform, the following repairs, maintenance or other work or act which may incur additional charges to those set out above: NIL

Please refer to Minutes of Corporation Meetings and other enclosures for other known liabilities.

3. Insurance Details

Please refer to the attached Certificate of Currency / Certificate of Insurance.

The members of the Owners Corporation have NOT resolved that the members must arrange their own insurance cover under section 63 of the Act.

4. Financial Status of the Owners Corporation

The corporation's funds are maintained in a bank account at Macquarie Bank Limited.

The fund currently stands to the credit of:

Administrative Fund	$12,350.93CR
Maintenance Fund	$0.00

5. Owners Corporation Liabilities

Details of any Owners Corporation liabilities in addition to any such liabilities specified in the Financial Status of the Lot Owner: N/A

6. Details of Owners Corporations Current Agreements, Leases, Licences & Contracts

The owners corporation has not granted any lease or licence, or has any agreements affecting the common property except for the following;

6.1 Management Agreement
Agreement is between Owners Corporation 1 on Plan of Subdivision PS846186P and Whittles Australia Pty Ltd for the provision of strata management services.

6.2 Services Agreement
Agreement is between Owners Corporation 1 on Plan of Subdivision PS846186P and South Eastern Landscapes Pty Ltd for the provision to carry out maintenance of the common property.

7. Service to Members and Occupiers

The Owners Corporation has not made any agreement to provide services to members and occupiers and the public.

8. Details of Notices or Orders Served on the Owners Corporations

No notices or orders have been served on the Owners Corporation in the last 12 months.

9. Details of Legal Proceedings

There are no known legal proceedings known at this time to which the Owners Corporation is a party.

10. Appointed Manager

The Owners Corporation has resolved to appoint Whittles Australia Pty. Ltd., Level 5, 580 St Kilda Road, Melbourne, Victoria 3004 as manager.

11. Administrator

An administrator has not been appointed for the Owners Corporation and there has been no proposal for the appointment of an administrator.

12. Enclosures

- Budget
- Minutes of the most recent Annual General Meeting
- Owners Corporation Rules
- Owner Statement
- Certificate of Currency / Certificate of Insurance
- Prescribed statement in Schedule 3

13. Records

The corporation's records of accounts, minutes and other prescribed documentary material are available for inspection at our offices at Level 5, 580 St Kilda Road, Melbourne, Victoria 3004 during normal working hours.

14. Special Notes

The Inaugural General Meeting held on the 10.11.2022 resolved the following:

14. It is resolved as a Special Resolution within the meaning of section 96 of the Owners Corporations Act 2006 (OCA) to enter into:
(a) a services agreement with Southern Eastern Landscapes Pty Ltd ACN 648 989 995 (the terms of which are to be determined by the Owners Corporation Manager) to clean, repair, restore, maintain and protect (and anything ancillary to those services) all or part of the common property in plan of subdivision number PS846186P, including without limitation any drainage reserve located on common property (Common Property).
(b) any necessary future agreements of any nature or extent (the terms of which are to be determined by the Owners Corporation Manager) required to ensure proper maintenance, repair, restoration and protection of the Common Property or any part of it;
(c) an umbrella and/or tripartite agreement (the terms of which are to be determined by the Owners Corporation Manager) with the owner and/or manager of the drainage reserve located on the neighbouring Brompton Estate to ensure consistent maintenance and presentation standards between Brompton Estate and Pelican Place,
and to affix the owners corporation's seal (if any) to any agreement contemplated by this resolution or other document requiring the seal to be affixed to give effect to this resolution in accordance with sections 20 and 21 of the OCA.

Conveyancers should note that it is the Lot holder's legal responsibility to notify the Owners Corporation immediately of a change in ownership, change in address of the owner or change in occupancy of the Lot.

This statement is issued on the basis that any payment by the Lot holder by cheque or otherwise will be honoured at the first presentation.

This statement does not take into account any decisions or transactions of the Corporation at or subsequent to its issue.

The details provided are, to the best of our knowledge, accurate to this date. Conveyancers/Solicitors are advised to obtain a written update prior to settlement, at the prescribed fee as per the Owners Corporation Act.

Payment of Owners Corporation Contributions or Special Levy at time of settlement via PEXA can be paid as per the below BPAY details:
BPAY BILLER CODE: 96503
Reference: 2862885921101

Executed for and on behalf of PLAN OF SUBDIVISION 846186P



Signature

Michael Platt
Strata Manager

WHITTLES AUSTRALIA PTY LTD (ABN 78 139 486 678)
On behalf of the Corporation 30/10/2026

PLEASE RETURN THIS SLIP IMMEDIATELY SETTLEMENT IS EFFECTED

TO: Whittles
PO Box 108, Port Melbourne, VIC 3207

info.melbourne@whittles.com.au

SETTLEMENT DATE: ___ /___ /___

PURCHASERS NAME(S):(Attach any extra purchasers details to this document)

Purchaser 1: _____
First & Second Names
_____
Surname

Purchaser 2: _____
First & Second Names
_____
Surname

(All names IN FULL)

TELEPHONE NUMBERS:
HOME: _____ WORK:_____
MOBILE:_____ EMAIL:_____

CORRESPONDENCE TO BE FORWARDED:
_____
_____
_____

ACCOUNTS TO BE FORWARDED:
_____
_____
_____

BROKER:
Sunnyoaks Conveyancing
6/200 NEPEAN HIGHWAY, ASPENDALE

PLAN OF SUBDIVISION 846186P
735 CRANBOURNE-FRANKSTON ROAD, CRANBOURNE SOUTH
Lot: 00110
OWNER: P D Reaby

TAX INVOICE

30/10/2026

Whittles Australia Pty Ltd
ABN 78 139 486 678
PO Box 108
Port Melbourne VIC 3207

Sunnyoaks Conveyancing
6/200 NEPEAN HIGHWAY
ASPENDALE VIC 3195

DESCRIPTION: Searching and completing document for provisions of Section 151 of the Owners Corporations Act 2006, Lot : 00110 at 735 CRANBOURNE-FRANKSTON ROAD, CRANBOURNE SOUTH

PLAN OF SUBDIVISION 846186P

FEE:	As prescribed	$249.72	PAID
	Plus 10% GST	$24.97	PAID
TOTAL DUE:		$274.70	PAID

OWNER: P D Reaby

With Compliments

Schedule 3
Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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

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

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

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

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

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

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

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

OWNER STATEMENT

Plan Of Subdivision 846186p, 735 Cranbourne-frankston Road, Cranbourne South
Unit 110 : REAB00 Patrick David Reaby

BILLINGS THROUGH THE PERIOD 30/10/25 - 30/10/26

Date	Levy Description	Period	Amount Invoiced	Payments Allocated	Receipted	Balance
19/01/26	656116: (A) Contributions	01/03/26 to 31/05/26	*$100.00*	*$100.00*	27/07/26	*$0.00*
23/01/26	657858: (A) Budget Adjustment	Budget Adjustment as per AGM 22/01/26 Due & Payable By 01/03/26	*$20.00*	*$20.00*	27/07/26	*$0.00*
20/04/26	706819: (A) Contributions	01/06/26 to 31/08/26	*$120.00*	*$120.00*	27/07/26	*$0.00*
22/06/26	742250: (A) Final notice fee	Admin Final Notice Fee 22/06/26	*$44.00*	*$44.00*	27/07/26	*$0.00*
20/07/26	758222: (A) Contributions	01/09/26 to 30/11/26	*$120.00*	*$120.00*	27/07/26	*$0.00*
19/10/26	813592: (A) Contributions	01/12/26 to 28/02/27	*$120.00*			
Totals			***$524.00***	***$404.00***		***$120.00***

PAYMENTS MADE ON THE FOLLOWING DATES

24/07/26	*$404.00*
Total Payments	***$404.00***

Whittles

Better communities.
The Whittles way.

Level 5, 580 St Kilda Road,
Melbourne, VIC, 3004

(03)86323300
whittles.com.au

Whittles Australia Pty Ltd
ABN 78 139 486 678

22 January 2026

Dear Owner,

Please find enclosed a copy of the Minutes of the recent Annual General Meeting for PLAN OF SUBDIVISION 846186P 735 Cranbourne-Frankston Road, CRANBOURNE SOUTH, VIC, 3977

Management and staff appreciate your confidence in appointing Whittles as your Owner Corporation Managers for the coming year, and assure you of our diligent and professional attention to the Corporation's affairs.

Should you have any queries or concerns please do not hesitate to contact this office.

Yours faithfully
Michael Platt
Strata Manager

Minutes of the Annual General Meeting
PLAN OF SUBDIVISION 846186P

Meeting Date	Thursday, 22 January 2026	
Meeting Location	To join via video, click on the link below and enter the meeting ID and passcode https://join.whittles.com.au Meeting ID: 447 282 407 754 1 Passcode: YA7r4Av2	
Time	12:00 PM	Closed: 12:35 PM
Lots Represented	Lot 00112 M & J R Inavolu Owner present Lot 00118 K L Turner Owner present	
Chairperson	It was agreed that Michael Platt, Strata Manager, would assist by conducting the meeting	
Additional Attendees	Michael Platt representing Whittles Australia Pty Ltd	
Apologies		

Quorum
The Strata Manager declared that a quorum was not present and advised that the meeting under Section 98 of The Owners Corporation Act 2006 may proceed with all Ordinary resolutions passed at the meeting being adopted as Interim Resolutions. It was noted that in accordance with The Owners Corporation Act 2006, (herein referred to as the "Act") interim resolutions of the Owners Corporation become resolutions of the owners corporation 29 days from the date of the interim resolutions. (S. 78(4)(a)).

Item 1		
Declaration of Interest (Advice)		
All owners or their nominees, are reminded that they are required to advise the meeting if they have any direct or indirect pecuniary interest in any matter to be considered by the meeting. Whittles refers all Members to the Corporation's Agreement for disclosure of all its relevant interests.		
Notes		
No lot owners had any interests to declare at the time of the meeting. The Owners Corporation Manager confirmed all disclosures within their Services Agreement.		

Motion 2		
Minutes & Business arising from the Previous Meeting(s)	**Ordinary Resolution**	
It was resolved that the minutes of the last Annual General Meeting held on Friday 31 January 2025 and sent to all owners be accepted as a true and correct record of the proceedings of that meeting.		
Motion CARRIED.		
Notes		
It was resolved without dissent to approve the minutes of the prior meeting without amendment.		

Motion 3		
Strata Managers Report	**Ordinary Resolution**	
It was resolved that the report from the Strata Manager, as circulated to all lot owners, was discussed and accepted by the meeting.		
Motion CARRIED.		
Notes		
It was resolved without dissent to approve the Strata Manager's Report.		

Motion 4		
Financial Statement(s) Review	**Ordinary Resolution**	
It was resolved that the unaudited Statement of Accounts for the financial year ended 30 NOV 2025 which have been circulated to all members, is accepted. *Should you have any queries regarding the financial statement and balance sheet, please advise the Strata Manager, at least 48 hours prior to the meeting to enable the answer to be provided at the meeting.*		
Motion CARRIED.		
Notes		
It was resolved without dissent to approve the financial statements as they were presented.		

Motion 5		
Manager Appointment	**Ordinary Resolution**	

The Strata Manager explained that the Owners Corporation may appoint a person to assist the Office Bearers and that Whittles provides a complete package of Owners Corporation administration and building management services. These services include maintaining precise records, aided by a comprehensive advanced computerised accounting system, which enables the affairs of the Owners Corporation to be updated daily.

Common property and building maintenance, repairs and replacements are carried out by contract tradespersons. Any such works of a significant nature will be referred to contractors for competitive quotations which when received will be referred to the Owners Corporation for a decision.

It was resolved that the Owners Corporation under sections 82 and 119 of the Owners Corporations Act 2006:

i. to appoint Whittles Australia Pty Ltd as its Manager to supply Services,
ii. to make the appointment for a Term of Twelve (12) months, being from the 1 DEC 2025 to 30 NOV 2026 and that upon expiry of the Term this agreement will continue on a month to month basis until the next Annual General Meeting or until delegation is revoked,
iii. to authorise limited powers to Whittles Australia Pty Ltd,
iv. to agree to pay Service Fees to Whittles Australia Pty Ltd,
v. to acknowledge the Disclosures by Whittles Australia Pty Ltd, and
vi. to execute by a member the Services Agreement that specifies the details of the terms and conditions of the appointment, with Whittles Australia Pty Ltd, and
vii. that termination of the strata manager's appointment may be determined only by ordinary resolution of the respective Owners Corporation at a general meeting.

The Services Agreement is available for viewing at whittles.com.au using your owner login.

Motion CARRIED.

Notes

It was approved without dissent to approve the extension of the Manager's service agreement as it was presented.

Item 6		
Current Insurance Details (Advice)		

A copy of the Owners Corporations current certificate of currency/insurance is attached to this meeting notice and is also available for viewing at whittles.com.au through your owner portal.

Notes

It is noted that the standard excess of $2,000 applies to any claims.

Item 7		
Insurance Excess (Advice)		
Please note that in accordance with Section 23A of the Owners Corporation Act 2006, where any insurance claim is for the benefit of a particular Lot or lots, any excess related to the claim shall be payable by that Lot or Lots by way of special levy.		

Motion 8		
Insurance Renewal	**Ordinary Resolution**	
It was resolved that the Strata Manager is to retain the services of the existing broker who is to present quotations/renewal of the Owners Corporation's insurance. Whittles wishes to note that it has no financial relationship with this broker, and Financial Service Law precludes us from assisting on any matter. Also, that if the budget provides for the insurance cost to be raised by a separate levy the manager is authorised to raise the levy as soon as possible after the renewal terms and invoice have been received by the manager **Contents Insurance** The Strata Manager drew the lot Owners attention to the necessity for them to individually arrange for adequate insurance for the contents of their lots, inclusive of carpets, drapes, light fittings, etc., whether or not the lot is occupied by the lot Owner or a tenant. It was also noted that the Owners Corporation's legal liability cover applies primarily to common property and that lot Owners should be separately insured for cover in relation to their own premises.		
Motion CARRIED.		
Notes		
It was resolved without dissent to continue to appoint Professional Integrity as the current insurance broker, and to investigate direct insurance with CHU. All other provisions in Item 8 were also approved.		

Item 9		
Building Valuation (Advice)		
All Owners Corporations (excluding tier 5 owners corporations) must obtain a valuation of all buildings at least every 5 years. Whittles recommends a building valuation for insurance purposes be undertaken every 3 years. The last valuation was prepared on 1st of April 2023.		

Motion 10		
Workplace Safety Report	**Ordinary Resolution**	
The Occupational Health and Safety Act 2004 recognises that the common property of an Owners Corporation is a work place and that the Owners Corporation is an employer of persons engaged to perform works within a work place. As an employer, the Owners Corporation is legally responsible to provide and maintain a working environment that is safe and without risks to health. Significant penalties for non-compliance apply and Whittles recommend that an audit be carried out by a qualified safety consultant and that this report be reviewed annually. It was defeated that the Owners Corporation engage a contractor to conduct a Safety Audit of the complex at an estimated cost of $1,000.00 with costs to be met from the Administration Fund Budget. No record of previous report.		
Motion DEFEATED.		
Notes		
It was resolved unanimously to defeat this item, and to review it once the common property has been formally handed over to the Owners Corporation by the Developer.		

Item 11		
Accredited Contractors (Advice)		
To ensure compliance with work health and safety requirements to protect both contractors and corporations, Whittles only engage accredited contractors who comply with state and territory legislation. If the Owners Corporation decides by act or omission to engage a contractor who is not accredited with Whittles, the Owners Corporation acts as the Person Conducting a Business or Undertaking, in regard to the common property for the purposes of occupational health and safety legislation. This means that if the contractor engaged by the Owners Corporation does not have the necessary accreditation, an injured party may seek damages from the Owners Corporation. The Strata Manager will only request quotations from and instruct works to be undertaken on behalf of the Owners Corporation, by accredited contractors. However, non-accredited contractor's invoices will be processed for payment only when instructed to do so by the Owners Corporation Chairperson or a person authorised by the Owners Corporation to do so.		

Motion 12		
Recovery of Outstanding Money	**Ordinary Resolution**	

The Owners Corporation will recover any monies owed to it by Lot Owners in accordance with Section 30 of the Owners Corporations Act 2006.

It was resolved that the Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees, levies, charges and other money due, against any member of the Owners Corporation in the Victorian Civil and Administrative Tribunal. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager or the Committee.

The process laid down by the Act is as follows:
- A written Fee Notice is issued providing 28 days in which payment must be paid
- A reminder Notice or Overdue Notice is issued 7 days after the due date has lapsed without payment being received.
- A Final Notice is issued if Fees are not paid by the due date of the notice.
- Legal action will commence to recover the outstanding Fees (plus legal costs), if Fees remain unpaid 28 days after the Final Notice is issued.
- Proceedings will commence at VCAT to seek payment of the outstanding Fees, charges, interest and legal costs if the lot Owner does not pay within 14 days of the legal letter of demand.
- The Strata Manager is authorised, without the need for further authority, to commence the above legal proceedings and will charge those owners in arrears a fee of $120.00 plus GST for arranging legal action.

Final Notices
- Where necessary, that the Strata Manager charge those lot owners in arrears $44.00 Inc. GST for issuing a Final Fee Notice.

Powers of Recovery
The Strata Manager pointed out that if the Owners Corporation carries out work at the request of, or with the consent of, lot Owner/s and the work wholly or substantially benefits the lots to the exclusion of other lots, the Owners Corporation may, subject to any agreement to the contrary, recover the cost of that work as a debt from the lot Owner/s.

Motion CARRIED.

Notes

It was resolved without dissent to accept the process for the recovery of outstanding money.

Motion 13		
Penalty Interest on Fee Arrears	**Ordinary Resolution**	

It was resolved that in accordance with Section 29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest in respect of any instalment of Fees that are in arrears and that interest charged will be at maximum rate of interest payable under the Penalty Interest Rates Act 1983. The Committee may use its discretion to waive or reduce penalty interest in any particular case.

There were no instances where penalty interest on lot Owners' Fee arrears were waived or reduced during the previous financial year.

Motion CARRIED.

Notes
It was resolved without dissent to approve the application of penalty interest to any arrears owing.

Item 14		
Dispute Resolution (Advice)		
The Strata Manager advised that under Part 10 of the Owners Corporations Act 2006, the Owners Corporation must report fully in relation to complaints handled by the Owners Corporation. There have not been any disputes lodged under part 10 of the Act.		

Item 15		
Smoke Alarms (Advice)		
Members are advised that smoke alarms installed in the lots must be maintained in working order and batteries replaced at a minimum of every 12 months (or if the battery is lithium, every ten years). It is the individual owner's responsibility to ensure the necessary testing is undertaken on a routine basis and batteries changed. Should the residence be tenanted, owners must ensure the rental managing agent is instructed to undertake the annual test while carrying out their inspection.		

Item 16		
General Business/Discussion (Advice)		
Any general business items to be discussed at the meeting.		
Notes		
No items of general business were raised at the time of the meeting.		

Motion 17		
Administration Fund Budget & Fees Review	**Ordinary Resolution**	
It was resolved that the Administration Fund budget be adopted and that the Administration Fund fees for the forthcoming year will increase to $21,100.00. All Administration Fund fees are an annual commitment by the lot Owner to the Owners Corporation, with the gross contribution figure being divided by lot liability. The annual Administration Fund Fees payable by each Lot Owner are to be paid quarterly instalments, as from 1 DEC 2025, each always in advance of the due date. The fiscal year will end on 30 NOV 2026		
Motion CARRIED.		
Notes		
It was resolved without dissent to approve the Administration Fund Budget as it had been presented. It is noted that the increase to the contributions is to avoid returning a deficit, and to protect the amount held on reserve. It is also noted that once the common property is managed by the Owners Corporation, that a budget adjustment would be required for the groundskeeping services.		

Motion 18		
Election of Committee or Chairperson	**Ordinary Resolution**	
An owners corporation with 10 or more lots must elect a committee. An owners corporation with fewer than 10 lots may elect a committee. A committee must have at least 3 members and not more than 7 members unless owners resolve to have more than 7 members but not more than 12 members. The committee then elects its chairperson and secretary who become the chairperson and secretary of the owners corporation. Nominations may be accepted at the meeting and will be voted on at the meeting.		
Motion CARRIED.		
Notes		
It was resolved to elect the following positions: 1) Chairperson: Katie Turner 2) Committee: Max Inavolu, Katie Turner 3) Secretary: Whittles		

Item 19		
Delegation of Powers to the Committee (Advice)		
Please note that Section 11 of the Owners Corporations Act 2006 delegates all powers and functions that are capable of being delegated to the committee to make decisions on behalf of the owners corporation. Also note that any powers and functions that require a unanimous or special resolution of the Owners Corporation cannot be delegated.		

Motion 20		
Committee Budget Authorisation	**Ordinary Resolution**	
It was resolved that the Owners Corporation confirm that the Committee of the Owners Corporations may consider and pass on an interim basis proposed budgets for each financial year for the Owners Corporations prior to the commencement of each financial year and the Owners Corporations annual general meeting each year.		
Motion CARRIED.		
Notes		
It was resolved without dissent to approve the committee with budget authority.		

Item 21		
Next Meeting & Closure (Advice)		
To be discussed at the meeting.		
Notes		
The meeting was officially closed at 12:35pm		

Owners can update their personal details anytime via the **Whittles Owner Portal** at www.whittles.com.au

- Log in using your primary registered email address or mobile number.

For faster delivery, we recommend receiving all correspondence and account notices via email.

Whittles operates a 24/7 emergency maintenance line. For after-hours emergencies, call 1300 778 886.

If you have another property you'd like Whittles to manage, please let your manager know, or request a quote on our website.

BUDGET

PLAN OF SUBDIVISION 846186P
735 CRANBOURNE-FRANKSTON ROAD, CRANBOURNE SOUTH

Year ending November 2026

ADMINISTRATION FUND

	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Annual Total
INCOME					
Contributions	*4,600.00*	*4,600.00*	*5,500.00*	*5,500.00*	***$20,200.00***
Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Advances	*-0.00*	*-0.00*	*-0.00*	*-0.00*	***-$0.00***
Special levy - Budget Adjustment	*0.00*	*900.00*	*0.00*	*0.00*	***$900.00***
Total	***4,600.00***	***5,500.00***	***5,500.00***	***5,500.00***	***$21,100.00***
EXPENDITURE					
Grounds - Maintenance	*2,500.00*	*2,500.00*	*2,500.00*	*2,500.00*	***$10,000.00***
Insurance - Renewal	*0.00*	*4,500.00*	*0.00*	*0.00*	***$4,500.00***
Management - Additional services fee	*125.00*	*125.00*	*125.00*	*125.00*	***$500.00***
Management - Agreed Services	*3,961.00*	*3,961.00*	*3,961.00*	*3,961.00*	***$15,844.00***
Total	***6,586.00***	***11,086.00***	***6,586.00***	***6,586.00***	***$30,844.00***

CASH FLOW SUMMARY

	Dec-Feb 26	Mar-May 26	Jun-Aug 26	Sept-Nov 26	Annual Total
ADMINISTRATION FUND					
Opening Balance	*15,801.53*	*13,815.53*	*8,229.53*	*7,143.53*	***$15,801.53***
Add: Contributions	*4,600.00*	*4,600.00*	*5,500.00*	*5,500.00*	***$20,200.00***
Add: Special levy - Budget Adjustment	*0.00*	*900.00*	*0.00*	*0.00*	***$900.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*6,586.00*	*11,086.00*	*6,586.00*	*6,586.00*	***$30,844.00***
CLOSING BALANCE	*13,815.53*	*8,229.53*	*7,143.53*	*6,057.53*	***$6,057.53***
MAINTENANCE FUND					
Opening Balance	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Add: Arrears	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Advances	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
Minus: Expenditures	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***
CLOSING BALANCE	*0.00*	*0.00*	*0.00*	*0.00*	***$0.00***

CALCULATION OF CONTRIBUTIONS

Total Lot Entitlement	460
Number of Lots	46

Lot Number	— Effective from 01/03/26 — LEV	ADMIN Fund
101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219	10	**$120**
QUARTERLY TOTAL		***$5,520.00***

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006103621
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	27/03/2026 to 27/03/2027 at 4:00pm
Plan Number	846186
The Insured	OWNERS CORPORATION PLAN NO. PS 846186
Situation	735 CRANBOURNE-FRANKSTON ROAD CRANBOURNE SOUTH VIC 3977

Sections

Section 1 – Insured Property

Building: $1,504,913
Common Area Contents: $0
Loss of Rent & Temporary Accommodation (total payable): $225,736
Lot Owners' Fixtures and Improvements (per lot): Not Selected

Optional Extensions:
Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: Not Selected
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: $30,000,000

Section 3 – Voluntary Workers

Death: $300,000
Total Disablement: $3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: $250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: $5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

Flood Cover is included.

Common Area Cover

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing policy wording.

Indemnity under Section 1 – Insured Property, is provided for Common Areas only, up to the sum insured shown on the schedule.

Date Printed 23/02/2026

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of common property

4.1 Use of common property

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

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

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

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

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

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 28 October 2026 01:53 PM

PROPERTY DETAILS

Address:	**39 VOLUNTEER AVENUE CRANBOURNE SOUTH 3977**
Lot and Plan Number:	**Lot 110 PS846186**
Standard Parcel Identifier (SPI):	**110\PS846186**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**168837**
Planning Scheme:	**Casey** Planning Scheme - Casey
Directory Reference:	**Melway 133 A9**

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

View location in VicPlan

Note

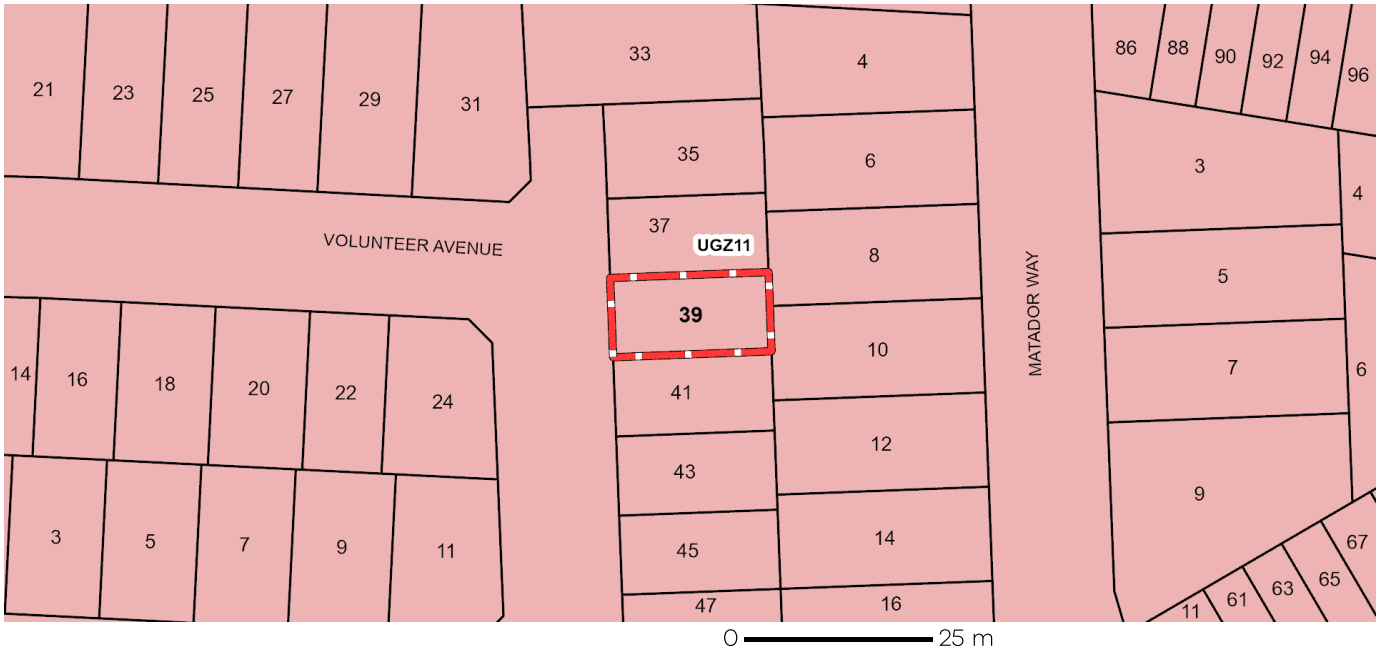
This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.

For more information about this project go to Victorian Planning Authority

Planning Zones

URBAN GROWTH ZONE (UGZ)

URBAN GROWTH ZONE - SCHEDULE 11 (UGZ11)



UGZ - Urban Growth

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

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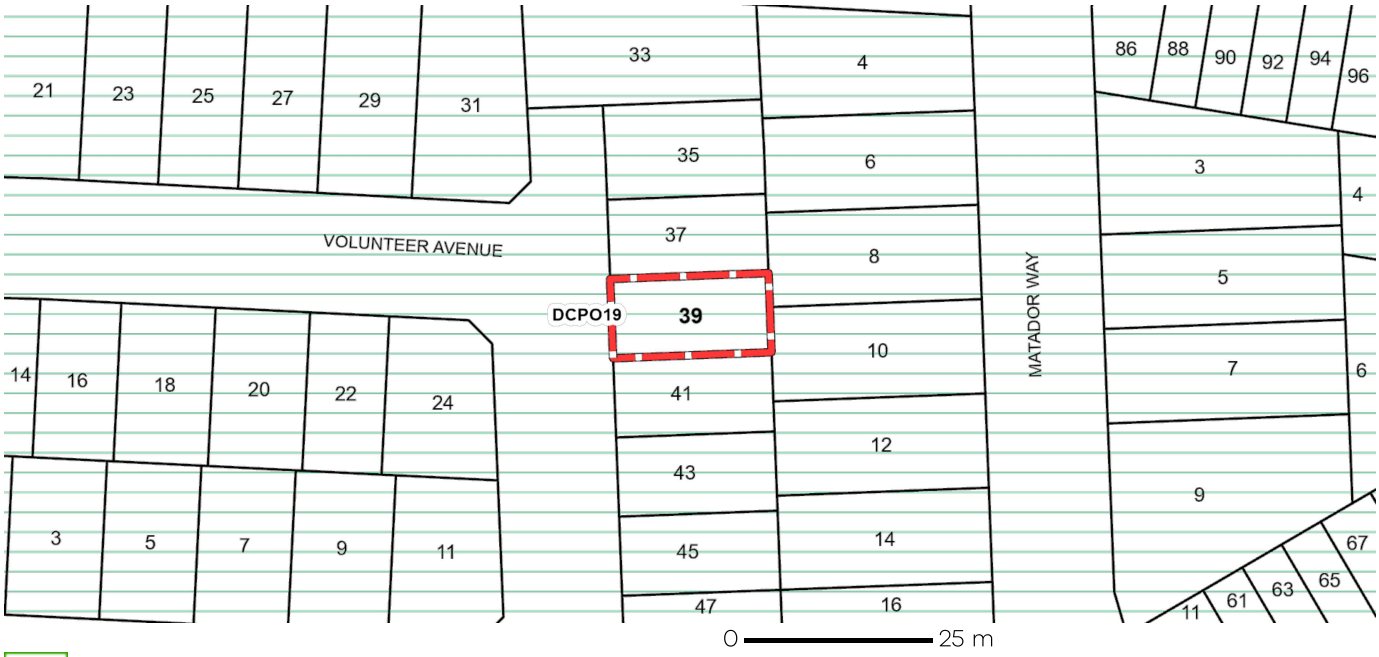
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlay

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 19 (DCPO19)

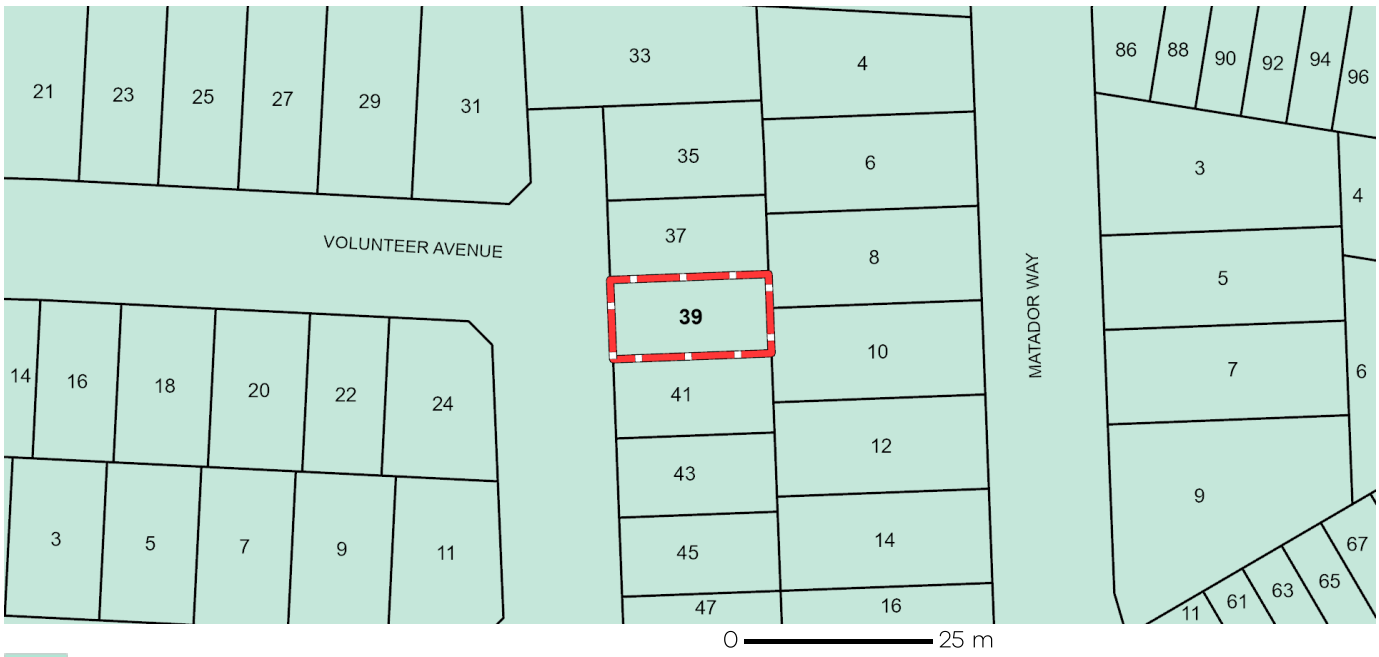


DCPO - Development Contributions Plan Overlay

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

Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to Victorian Planning Authority



Land added to the UGB since 2005

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

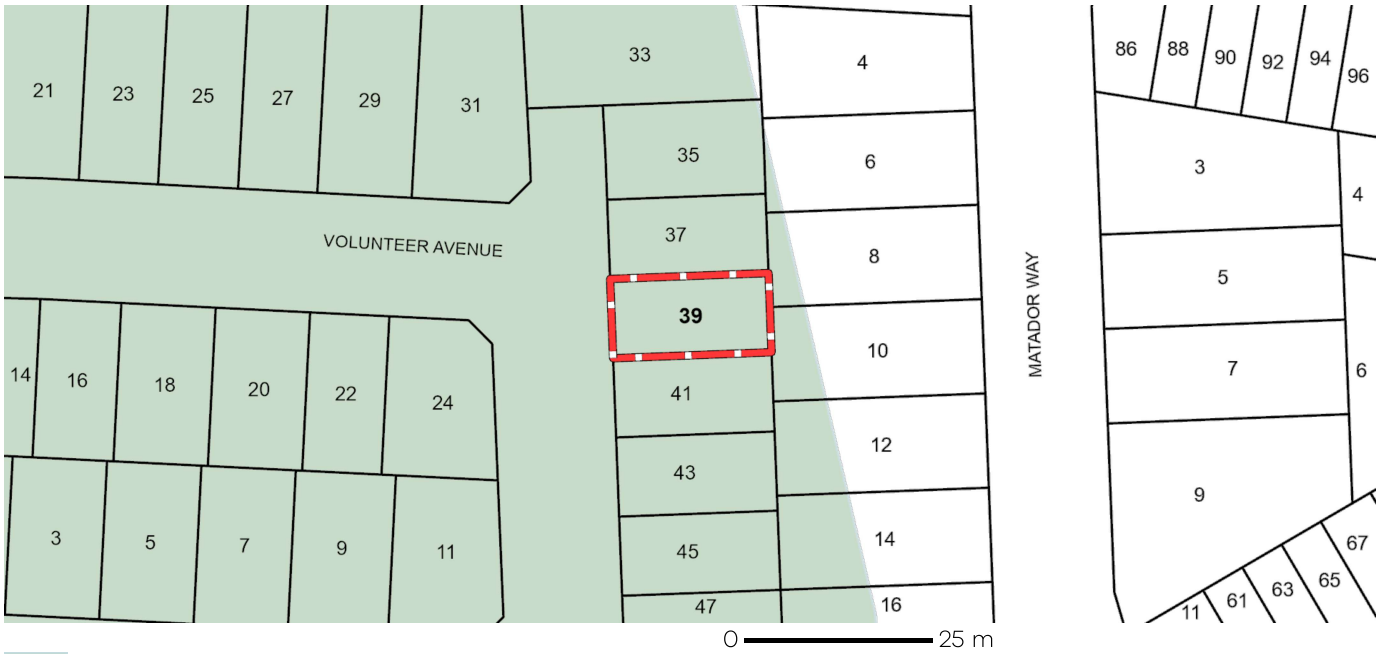
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to https://heritage.achris.vic.gov.au/aavQuestion1.aspx

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation



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PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 16 October 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

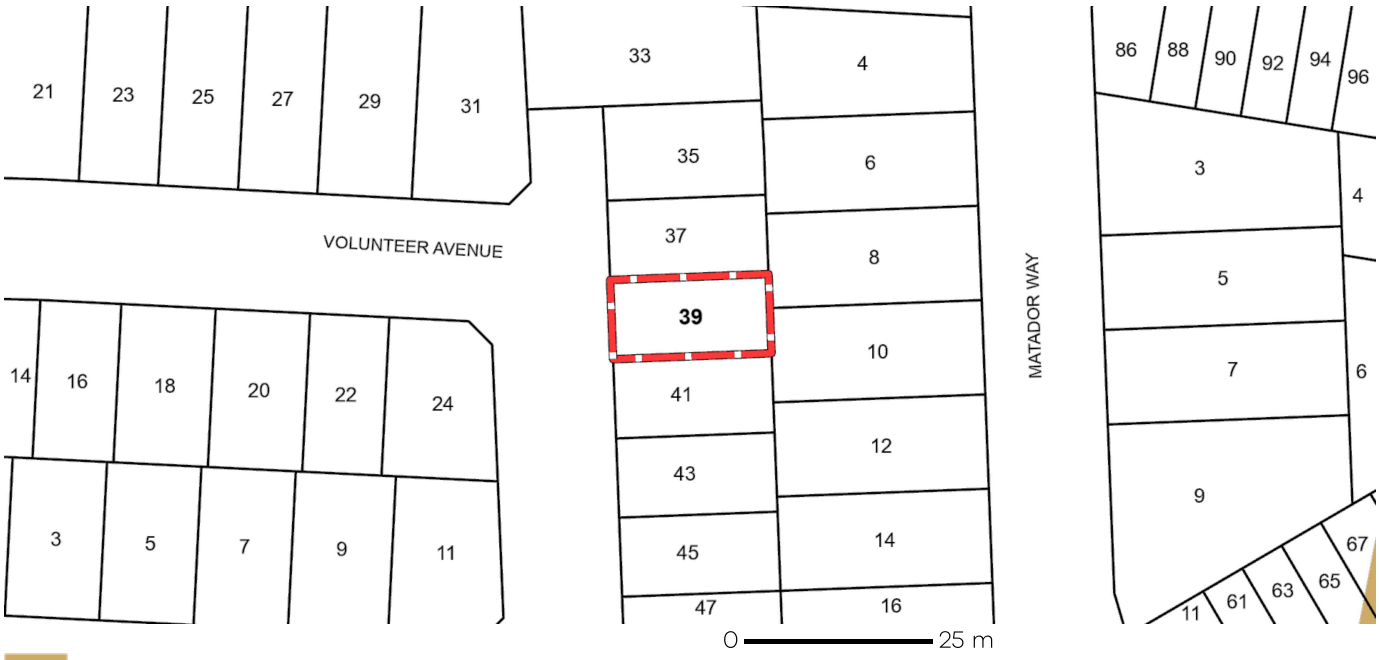
Department of Transport and Planning

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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PROPERTY REPORT

Energy, Environment and Climate Action

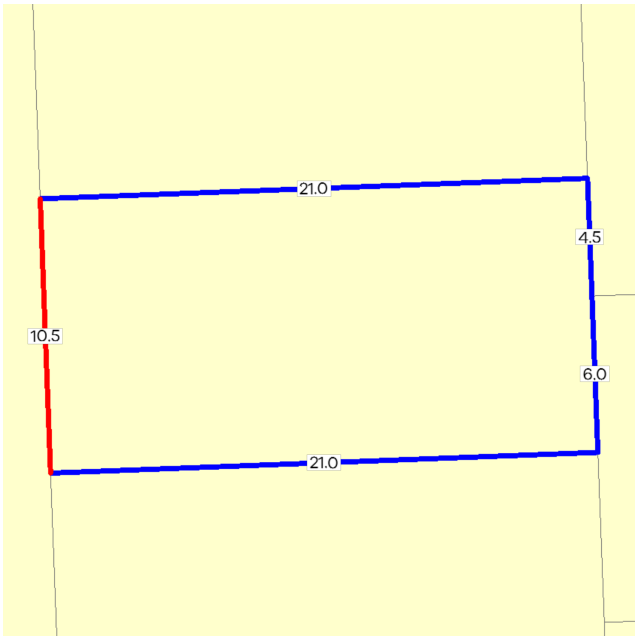
Created at 28 October 2026 01:55 PM

PROPERTY DETAILS

Address:	**39 VOLUNTEER AVENUE CRANBOURNE SOUTH 3977**
Lot and Plan Number:	**Lot 110 PS846186**
Standard Parcel Identifier (SPI):	**110\PS846186**
Local Government Area (Council):	**CASEY** www.casey.vic.gov.au
Council Property Number:	**168837**
Directory Reference:	**Melway 133 A9**

SITE DIMENSIONS

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



Area: 220 sq. m
Perimeter: 63 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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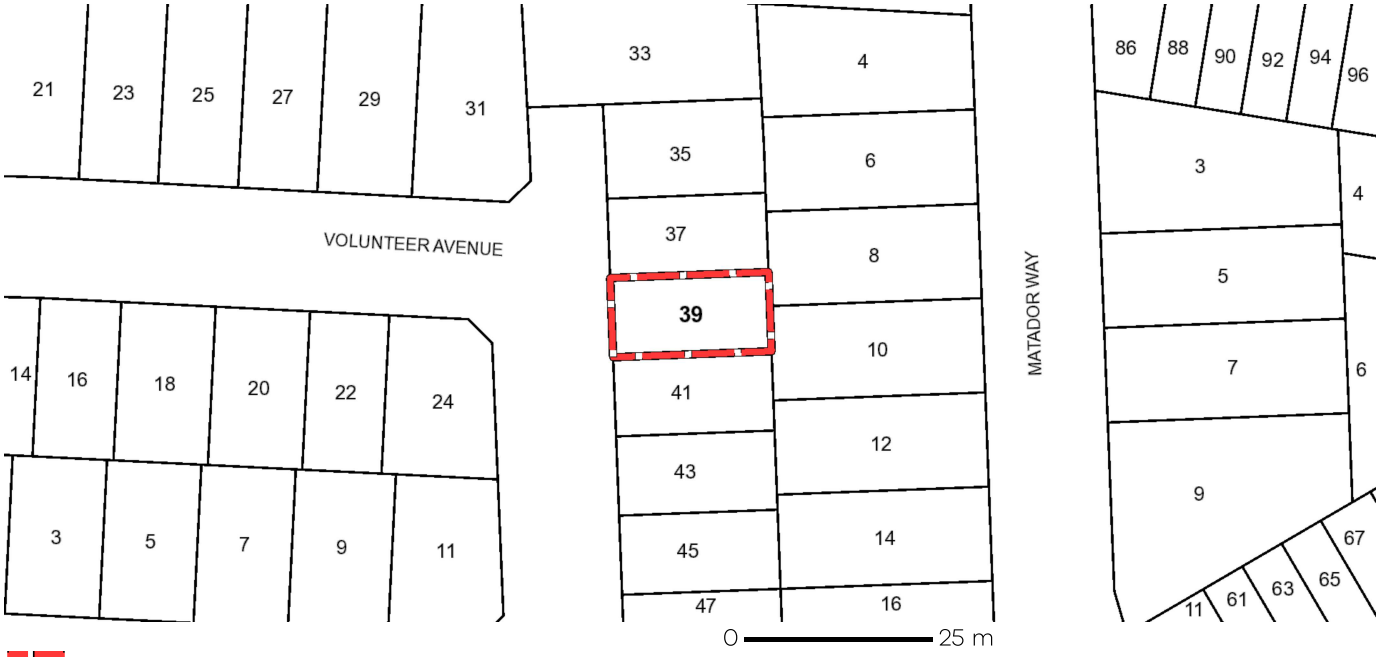
PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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FORM 2

Regulation 37(1)

Building Act 1993

Building Regulations 2018

BUILDING PERMIT

ISSUED TO (AGENT OF OWNER)

Royston Homes Pty Ltd - 56 Barclay Road, Derrimut - 3030, VIC
info@ahbaustralia.com.au

ADDRESS FOR SERVING OR GIVING OF DOCUMENTS

Royston Homes Pty Ltd - 56 Barclay Road, Derrimut - 3030, VIC
Contact: Royston Homes Telephone: 03 8390 1000

OWNERSHIP DETAILS

Patrick David Reaby - 372 Beach Road, Beaumaris - 3193, VIC
Contact: Patrick David Reaby Email: paddyreaby@gmail.com Telephone: 0426 288 895

PROPERTY DETAILS

Lot 110 (39) Volunteer Avenue, Cranbourne South - 3977

LP/PS	VOLUME	FOLIO	COUNTY
PS846186P	12433	799	-

CROWN ALLOTMENT	SECTION	PARISH
-	-	-

MUNICIPAL DISTRICT: City of Casey

BUILDER

Royston Homes Pty Ltd, 56 Barclay Road, Derrimut - 3030, VIC
03 8390 1000

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS WHO WERE ENGAGED TO PREPARE DOCUMENTS FORMING PART OF THE APPLICATION FOR THIS PERMIT

Royston Homes Pty Ltd	Builder	CDB-U 50038
Matthew Borzillo	Engineer	PE0003026

DETAILS OF BUILDING PRACTITIONERS AND ARCHITECTS TO BE ENGAGED IN THE BUILDING WORK

Royston Homes Pty Ltd	Builder	CDB-U 50038

DETAILS OF DOMESTIC BUILDING WORK INSURANCE	INSURANCE POLICY NUMBER
Bovill Risk & Insurance Consultants Pty Ltd	C809605

NATURE OF BUILDING WORK

Proposed construction of a new dwelling and garage
Version of BCA applicable to permit: National Construction Code Building Code of Australia 2019 – Volume 2

STOREYS CONTAINED	STAGE OF BUILDING WORK PERMITTED	COST OF BUILDING WORK	FLOOR AREA OF NEW BUILDING WORK
Two	Whole	$360,000.00	202 m2

BUILDING CLASSIFICATION

PART OF BUILDING	BCA CLASSIFICATION	DESCRIPTION
Ground & First Floor	1a(a)	Dwelling
Ground Floor	10a	Garage

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the 'SmartJOIST' framing is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.3.1 – Spread of fire 4. P2.3.4 – Building in Bushfire areas 5. P2.4.6 – Sound Insulation 6. P2.4.7 – Condensation and water vapour management 7. P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel XL External Wall system is supported by a CodeMark (CM40049) certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance 2. P2.2.2 – Damp & Weatherproofing	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The lightweight cladding is supported by a CodeMark (CM-70007 Rev 3) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. City of Casey	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

PROTECTION WORK

Protection work is not required in relation to the building work proposed in this permit.

INSPECTION REQUIREMENTS

The mandatory inspection notification stages are:

Before placing a footing	Before pouring an in situ reinforced concrete	The completion of framework	Final, on completion of all building work

OCCUPATION OR USE OF BUILDING

An occupancy permit is required prior to the occupation or use of this building.
If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

COMMENCEMENT AND COMPLETION

The building work must commence by 31/07/2024.
If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.
This building work must be completed by 31/07/2025.
If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the Relevant Building Surveyor before this date under Regulation 59 of the Building Regulations 2018.

CONDITIONS:

This Permit is subject to the following conditions: -

1. This building permit shall be read in-conjunction with the endorsed drawings.
2. The builder named in the building permit must ensure that a copy of the building permit and one copy of each document given to the builder under Regulation 40 are available for inspection at the allotment while the building work to which the building permit applies is being carried out on that allotment.
3. The builder named in the building permit must ensure that
   a) The following information is displayed on the allotment for which the permit relates in a conspicuous position accessible to the public before commencement of the building work to which the permit applies-
      (i) The registration numbers and contact details of the builder and the Relevant Building Surveyor;
      (ii) The building permit number and the date of issue of the permit; and
   b) The information referred to in paragraph (a) continues to be displayed and remains visible and legible for the duration of the building work.
4. It is the owner's responsibility to ensure that building works are in accordance with any restrictions and / or covenants on the Certificate of Title and the associated Plan of Sub-Division.
5. Prior to the erection of the Frame, the builder shall supply the engineered design documentation for any prefabricated Walls (including bracing design), Floors and/or Roof Truss Computations and Certification to the Relevant Building Surveyor. All prefabricated Walls (including bracing design), Floors and/or Roof Truss must be installed in accordance with the manufacturers installation guidelines.
6. If access is required upon the footpath the builder is to obtain report and consent pursuant to Building Regulation 116 Protection of the Public.
7. This dwelling has been designed to achieve a minimum of 6 STAR ENERGY RATING and includes a SOLAR WATER HEATER system with 60% solar gain.
8. The building/s envelope is not within a designated bushfire prone area as designated in the mapping by VIC Land channel at the date of Building permit issue. No bushfire construction requirements apply.
9. Termite Protection MUST be provided to the dwelling, in accordance with AS 3660.1.2014.
10. Carparking must be accessible from the front street with a crossover and a driveway pursuant to Regulation 78. AS 2890.1-2004 is NOT a referenced Australian Standard to the National Construction Code, however it provides guidelines for builders and owners when designing and constructing their driveways, wherein the maximum driveway gradient is 1:8 or 1:5 with transitions top and bottom.
11. Prior to the issuance of an Occupancy Permit; Certificates from the Supplier/Installer must be provided to Checkpoint Building Surveyors certifying that the Waterproofing Membrane installed has been tested and complies with AS 4858 and AS 4654 Part 1 (where applicable); and that all wet areas have been Waterproofed in accordance with AS 3740 and AS 4654 Part 2 (where applicable).
12. The Relevant Building Surveyor certifies that substantial progress was made on the design of the building to which this permit relates prior to 1st May 2023 or 1st October 2023 for Parts H6, H8 and 10.8 3. The requirements of the **National Construction Code – BCA 2022 (Volume 2)** do not apply to the relevant building work pursuant to section 10(2) of the Building Act 1993.
13. Prior to the issue of the Occupancy Permit the builder is to confirm the installation of the surface covering/s to all stairway treads. Furthermore, prior to the issue of the Occupancy Permit and the installation of the surface covering/s to all stair treads, ramps and landings; the builder shall provide the manufacturers test certificates (in accordance with AS 4586) to demonstrate that all surface coverings are compliant with TABLE 3.9.1.3 of the NCC 2019 – Volume 2, to the satisfaction of the relevant building surveyor.
14. The builder is to ensure the light weight cladding system is installed strictly in accordance with the Hebel HELIT016 FEB21 Houses and Low Rise Multi Res PowerPanelXL External Walls Design and Installation guide, incorporating Hebel PowerPanelXL External Walls Slab Edge Rebate Technical Update TU-033 dated 17/08/2020. Furthermore upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
15. The builder is to ensure the lightweight cladding system is installed strictly in accordance with the appropriate Unitex Granular Marble Base Board technical manuals for non-cavity walls i.e: “Unitex Baseboard Non-Cavity Technical Manual, February 2022". Furthermore, upon completion the builder is to provide a certificate to confirm the installation has been carried out strictly in accordance with the aforementioned specifications.
16. Prior to the installation of the Screw Piles the builder shall supply the following information to the Relevant Building Surveyor for approval:-
    a. The design of the Screw Pile and the Certificate of Compliance, certifying that the Screw Pile is in accordance with AS 2159-2009, AS 1163-2016 and AS 4100-1998; and
    b. The design of the site specific Screw Pile Installation (with the minimum Safe Working Loads - KN, Bearing Capacity, Founding Material and Depth and Depth into Founding Material) and the Certificate of Compliance, certifying that the Screw Pile System has been designed in accordance with AS 2159-2009.

    Prior to the issue of the Occupancy Permit the builder shall supply the following information to the Relevant Building Surveyor for approval:-
    c. The Contractors Screw Pile Installation Logs to confirm that the Safe Working Loads - KN, Bearing Capacity, Founding Material and Depth have been achieved for each screw pile.

checkpoint
building surveyors

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

REGISTRATION NO.

BS-L 61003

BUSINESS

Checkpoint Building Surveyors
Address: 226 Normanby Road Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

PERMIT NO.

4195386268806

SIGNATURE



DATE

31/07/2023

NOTES:

1. Under Regulation 43 an owner of a building or land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
2. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than $16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
3. Restrictions on the sale of the property apply under Section 137B of the Building Act 1993 for an owner-builder.
4. It's the responsibility of the owner-builder to provide the names of the registered building practitioners (trade contractors who require registration) with continuing involvement or with no further involvement for building works over $5,000 and the domestic warranty insurance for building works over $16,000.

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

PROPERTY DETAILS

Lot 110 (39) Volunteer Avenue, Cranbourne South - 3977

LP/PS	VOLUME	FOLIO	COUNTY
PS846186P	12433	799	-

CROWN ALLOTMENT	SECTION	PARISH
-	-	-

MUNICIPAL DISTRICT

City of Casey

BUILDING PERMIT DETAILS

Building Permit No.: 4195386268806

Version of the BCA applicable to building permit: National Construction Code Building Code of Australia 2019 – Volume 2

BUILDING DETAILS

Proposed construction of a new dwelling and garage

PART OF BUILDING WHICH PERMIT	BCA CLASSIFICATION	PERMITTED USE	ALLOWABLE FLOOR LOAD	NO. OF PEOPLE
Ground & First Floor	1a(a)	Dwelling	1.5 kPa	NA
Ground Floor	10a	Garage	2.5 kPa	NA

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the OS'Brace 6mm is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1- Structural stability and resistance	A Performance Solution was used to determine compliance with the Performance Requirement of the NCC BCA Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the 'SmartJOIST' framing is supported by a certificate or report from a professional engineer or other appropriately qualified person, that the product meets the relevant Performance Requirement.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) (b) (i)(ii)(iii) – Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.3.1 – Spread of fire 4. P2.3.4 – Building in Bushfire areas 5. P2.4.6 – Sound Insulation 6. P2.4.7 – Condensation and water vapour management 7. P2.6.1 – Energy Efficiency	A combination of deemed to satisfy solutions and Performance Solution/s was used to determine compliance with the Performance Requirement of the NCC BCA 2019 Vol 2 that relates to this project. Pursuant to A5.2(1)(e) Evidence of suitability, the Hebel PowerPanel XL External Wall system is supported by a CodeMark (CM40049) certificate of conformity that the product meets the Performance Requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A combined deemed to satisfy solution and Performance Solution was used to determine compliance with the following Performance Requirements of the National Construction Code (NCC) that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.1.1 (a) & (b)(iii) - Structural stability and resistance 2. P2.2.2 – Weatherproofing 3. P2.2.3 – Rising Damp 4. P2.7.5 – Building in bushfire prone areas 5. P2.6.1 – Building	A combination of Deemed-to-satisfy solutions and Performance Solutions was used to determine compliance with the Performance Requirement of the NCC BCA that relates to this project. The light weight cladding is supported by a CodeMark (CM40242 Rev2) Certificate of Conformity that the product meets the performance requirements of the Building Regulations.

PERFORMANCE SOLUTION (IF APPLICABLE)

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

RELEVANT PERFORMANCE REQUIREMENT:	DETAILS OF PERFORMANCE SOLUTION:
1. P2.6.1	1. To permit the use of grey water treatment systems or dual water reticulation and water recycling systems connected to toilet flushing systems.

CBS 2023/0006571

151-153 Clarendon St, Southbank VIC 3006
t +61 3 9673 0000

PRESCRIBED REPORTING AUTHORITIES

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

REPORTING AUTHORITY	MATTER REPORTED ON OR CONSENTED TO	REGULATION NO.
1. City of Casey	Report & Consent – Legal Point of Discharge of Storm Water	133(2)

CONDITIONS

Occupation is subject to the following conditions:

1. It is the owner's responsibility to maintain the property in accordance with the Guide To Home Owners on Foundation Maintenance and Footing Performance. Failure to do so may cause the dwelling to deteriorate and may result in defects occurring.
2. A notice in accordance with AS 3660.1-2000 shall be permanently fixed at the entrance to the sub-floor or in the case of slab-on-ground construction, in the meter box printed on durable material indicating that the premises have been treated for termite protection in accordance with AS3660.1-2000.
3. The connection of water and gas (if required) with the relevant supply authorities.

SUITABILITY FOR OCCUPATION

At the date of this Occupancy Permit is issued the building to which this permit applies is suitable for occupation.

DATE OF FINAL INSPECTION

17/10/2024

RELEVANT BUILDING SURVEYOR

Jeremy Wallert

REGISTRATION NO.

BS-L 61003

BUSINESS

Checkpoint Building Surveyors
Address: 151-153 Clarendon Street Southbank VIC 3006
Email: enquiries@check-point.com.au
Phone: (03) 9673 0000

OCCUPANCY PERMIT NO.

4195386268806

SIGNATURE



DATE OF ISSUE

18/10/2024

NOTES:

1. In the case where this permit is issued in relation to building work it is evidence that the building or part of the building to which it applies is suitable for occupation. This occupancy permit is not evidence compliance with the Building Act 1993 or the Building Regulations 2018; and
2. Regulation 226 of the Building Regulations 2018 requires the owner of a building to maintain all essential services.

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BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Level 9, IBM Centre 60 City Road
Southbank, VIC 3006
bric.com.au
1800 077 933

Domestic Building Insurance

Certificate of Insurance

PATRICK DAVID READY

372 Beach Rd
BEAUMARIS
VIC 3193

Policy Number:
C809605

Policy Inception Date:
28/07/2023

Builder Account Number:
003323

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work:	**C01: New Single Dwelling Construction**
At the property:	**39 Volunteer Ave CRANBOURNE SOUTH VIC 3977 Australia**
Carried out by the builder:	**ROYSTON HOMES PTY LTD**
Builder ACN:	**116651346**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s):	**PATRICK DAVID READY**
Pursuant to a domestic building contract dated:	**18/10/2021**
For the contract price of:	**$ 360,000.00**
Type of Cover:	**Cover is only provided if ROYSTON HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is:	**$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is:	**20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Date Generated:28/07/2023
OFFICE USE ONLY: COI-0717-1

Victorian Managed Insurance Authority
ABN 39 682 497 841
PO Box 18409, Collins Street East Victoria 8003
P: 1300 363 424

VICTORIA State Government

BOVILL RISK & INSURANCE CONSULTANTS PTY LTD
Level 9, IBM Centre 60 City Road
Southbank, VIC 3006
bric.com.au
1800 077 933

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

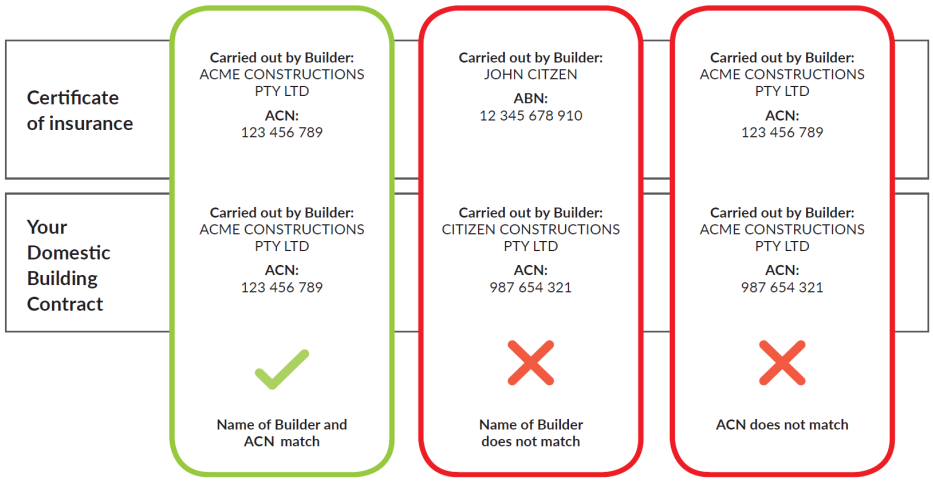
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	**$710.00**
GST:	**$71.00**
Stamp Duty:	**$78.10**
Total:	**$859.10**

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



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