

V E N D O R

**41 FUTURES PTY LTD
(ACN 618266550)**

PROPERTY:

**LOT.....
21-23 FUTURES ROAD, CRANBOURNE WEST**

CONTRACT OF SALE OF REAL ESTATE

KELLY & CHAPMAN
Solicitors
Level 1, 300 Centre Road
BENTLEIGH 3204
TEL 9557 2915
FAX 9557 1225
DX 37502 BENTLEIGH
EMP:34415

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

PROPERTY ADDRESS: LOT

21-23 FUTURES ROAD CRANBOURNE WEST

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/..... /20.....

Print name of person signing:

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

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

SIGNED BY THE VENDOR..... on/..... /20.....

Print name of person signing... **THOMAS PICHLER and DEREK FINOCCHIARO**

State nature of authority if applicable Directors:

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Tel: Fax: Ref: Email:

VENDOR**41 FUTURES PTY LTD (A.C.N 618 266 550)**
ATF the 41 Futures Unit Trust**VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER****Kelly & Chapman**
of Level 1, 300 Centre Road, BENTLEIGH 3204Tel: (03) 9557 2915 Fax: (03) 9557 1225 Ref: EMP:34415 Email: emp@kellyandchapman.com.au**PURCHASER**

Tel: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 3 & 9)The Land is:-
Described in the table below

Part of the land contained in Certificate of Title Reference	Being Lot	On unregistered plan
Volume 11894 Folio 322		Proposed Plan of Subdivision 816314C

PROPERTY ADDRESS

The address of the land is:

Lot on Proposed Plan of Subdivision 816314C
21-23 Futures Road Cranbourne West Vic 3977**GOODS SOLD WITH THE LAND**

(general condition 2.3(f))

The Land includes all improvements and fixtures

PAYMENT (general condition 11)

Price	\$	
Deposit	\$	10% payable immediately upon the signing hereof

Balance	\$	
	=====	

SETTLEMENT (general condition 10)

Is due on the _____ day of _____ 2016

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

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

GST (general condition 13)

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

Plus GST

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

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

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

Not Applicable

TERMS CONTRACT (general condition 23)

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

LOAN (general condition 14) – **NOT APPLICABLE AT AUCTION**

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

SPECIAL CONDITIONS

1. ACCEPTANCE OF TITLE

General condition 12.4 is added:

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

2. PLANNING SCHEMES

The land is sold subject to any restriction as to use under any order, plan, scheme, regulation, Section 173 Agreement or by-law made by any authority empowered by any legislation to control the use of land. No such restriction shall constitute a defect in the Vendor's title or affect the validity of this Contract and the Purchaser shall not make any requisition or objection or be entitled to any compensation from the Vendor in respect thereof

3. NO REPRESENTATIONS

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

4. SETTLEMENT CHEQUES

The Vendor shall be entitled to unlimited bank cheques at settlement and the Purchaser shall not be permitted to deduct any monies with respect to drawing the bank cheques.

5. DEPOSIT

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

6. INVESTMENT OF DEPOSIT

The parties direct that the deposit payable by the Purchaser hereunder may be paid by the Vendor's Agent to Kelly & Chapman as stakeholder who shall be authorised to hold the deposit in an interest bearing Trust Account or an interest bearing Trust Account Term Deposit with a Bank nominated by Kelly & Chapman until the earlier of the Settlement Date or the date on which the deposit is released pursuant to Section 27(1) of the provisions of the Sale of Land Act 1962 (as amended). In the event that this Contract is avoided through no fault of the Purchaser, interest on such account shall accrue for the benefit of and be paid to the Purchaser, otherwise such interest shall accrue for the benefit of and be paid to the Vendor. The Purchaser agrees to provide to the Vendor on request the Purchaser's tax file number

7. GUARANTEE

7.1 Entitlement to a Guarantee

If the Purchaser is or includes a company, the company simultaneously with the execution of this Contract must procure the execution of the Guarantee annexed to this Contract by –

- 7.1.1 two directors of the Purchaser company; or
- 7.1.2 one director and the company secretary; or
- 7.1.3 with the written consent of the Vendor, its shareholders.

7.2 Failure to Procure Execution

If the Purchaser is requested to arrange for the execution of a guarantee in accordance with this Special Condition or any other Condition and any person so required to execute the guarantee fails to do so within 14 days of being requested or required (as the case may be), then the Vendor may exercise the Vendor's remedies on default by written notice to the Purchaser.

7.3 Form of Guarantee

The guarantee referred to in this Special Condition shall be in the form and to the effect of the form of guarantee annexed.

8. PENALTY INTEREST

Interest at a rate of five per centum (5%) per annum plus the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (as amended from time to time) is payable on any money owing under the Contract during the period of default, without affecting any other rights of the offended party.

9. IDENTITY OF LAND AND WORKS

- 9.1 The Purchaser admits that the Property offered for sale and inspected by the Purchaser is identical with the Lot. If the lots on the Plan of Subdivision are re-numbered prior to its registration, the Purchaser will accept as identical with the Property the lot on the Plan of Subdivision when registered which occupies the same or approximately the same position on the ground as occupied by the Lot.
- 9.2 The Purchaser will not make any requisition or claim any compensation or rescind this Contract for:
 - 9.2.1 any actual or alleged misdescription of the Property or deficiency in its area or measurements; or
 - 9.2.2 any minor variations (being variations which will not materially affect the Property) between the Property as inspected by the Purchaser and the corresponding lot as shown on the Plan of Subdivision as registered; or
 - 9.2.3 any other amendments or variations on the Plan of Subdivision which do not affect the Property; or
 - 9.2.4 any works affecting the natural surface level of the Property or any land abutting it or any variations or alterations to those works particulars of which have been disclosed to the Purchaser.

10. ENCUMBRANCES

The said land is sold subject to all drainage and sewerage schemes affecting the same and to all rights of any kind whatsoever which may be vested in Melbourne Water and/or any Municipal or other Sewerage and/or Drainage Authority.

11. PLANNING

- 11.1 Any restriction in the use of the land under any Town Planning Act Plan or Scheme or imposed by any Authority empowered by legislation to control the use of the land shall not affect the validity of this Contract or constitute a defect in the Vendor's Title and the Purchaser shall not be entitled to make any requisition or objection or claim for compensation arising out of or in respect thereto.
- 11.2 The Purchaser agrees to comply with the provisions of any planning permit or permits as they affect the use and development of the Property.

12. STAMP DUTY INDEMNITY

The Purchaser hereby agrees to indemnify and will keep indemnified at all times hereafter the Vendor against all liabilities claims proceedings and penalties whatsoever under the Duties Act 2000 relating to this Contract and/or any substitute Contract and/or the Instrument of Transfer or Conveyance of the land. This Special Condition shall not merge on completion of this Contract.

13. PLAN OF SUBDIVISION

- 13.1 This Contract is subject to and conditional upon the certification of the Plan of Subdivision by the Casey City Council and the registration by the Registrar of Titles of the Plan within twenty-four (24) months from the Day of Sale. If the Plan of Subdivision is not registered within twenty-four (24) months after the day of sale the Vendor, at its discretion, may rescind this Contract but before the Plan of Subdivision is so approved and/or registered by giving notice in writing to the Purchaser or his, her or its Conveyancing representative of its desire to avoid the Contract and upon receipt of such notice by the other party, this Contract shall be at an end and all monies paid by the Purchaser hereunder shall be refunded. Neither party shall be entitled to any refund or compensation from the other in respect of any costs and fees or other expenses paid or incurred by the other party in relation to or arising out of this sale.
- 13.2 The Vendor shall do all acts matters and things and execute all documents as may be reasonably necessary to seek to cause the Plan of Subdivision to be registered by the Registrar of Titles. The Vendor reserves the right to make any alteration to the Plan of Subdivision which may be required by the Registrar of Titles or otherwise necessary in the reasonable opinion of the Vendor.
- 13.3 Notwithstanding Special Condition 13.2 if the Registrar of Titles or any authority having jurisdiction in respect of the subdivision requires a material modification to the subdivision or material amendment of the Plan of Subdivision, or imposes any conditions or other requirements which in the opinion of the Vendor may be likely to substantially increase the cost of the subdivision of the land, then the Vendor may rescind this Contract by giving written notice to the Purchaser within 30 days after being notified of the event referred to in this Special Condition.

- 13.4 Subject to Sections 9AC and 9AE of the Act, the Purchaser may not rescind this Contract as a consequence of any amendment to the Plan of Subdivision irrespective of whether the amendment restricts or limits the use of the Property, if the amendment;
 - 13.4.1 results from any recommendation of a public authority or government department, or
 - 13.4.2 concerns the final location on the Plan of Subdivision of an easement.
- 13.5 Until the Plan has been registered by the Registrar of Titles **no Caveat** may be lodged on the Purchaser's behalf in respect of the Purchaser's interest in the land.
 - 13.5.1 The Purchaser indemnifies and must keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.
 - 13.5.2 If, in breach of this Special Condition, the Purchaser lodges a Caveat, the Purchaser must consent to the lodging of any document or dealing at the Land Titles office on behalf of the Vendor and in connection with this Plan. Any demand by the Vendor for such a consent, will not constitute a waiver of the Purchaser's breach of this Contract.

14. CERTIFICATE OF TITLE

If on the Settlement Date the Certificate of Title for the Land -

- 9.1 has not issued; or
- 9.2 is not available from the Land Titles Office

the Purchaser will accept an order to register the Instrument of Transfer of Land endorsed on that Instrument by the Vendor's Solicitors or Vendor's Mortgagee.

15. WORKS AFFECTING THE SURFACE LEVEL OF LAND

- 15.1 Any plans for the Surface Works are annexed to this Contract.
- 15.2 The Vendor may at any time after the Day of Sale carry out the Surface works that are:
 - 15.2.1 required by a Municipality or public authority; or
 - 15.2.2 desirable to enhance the appearance of the Property and the Subdivision.
- 15.3 If the Vendor carried out the Surface Works the Vendor must notify the Purchaser as soon as practicable of those works.
- 15.4 Subject to the Vendor's compliance with the Act the Purchaser must not make any requisition, objection or claim or take any action against the Vendor relating to any change to, or any alteration or modification of the quality or condition of the Property (including its soil) occurring between the Purchaser's first inspection of the Property and the Settlement Date.

16. BUILDING WORKS

- 16.1 The parties hereto agree that this Contract is not a Building Contract and that nothing in this Contract will be construed as imposing on the Vendor an obligation in relation to the construction which will make this Contract a Building Contract.
- 16.2 The Vendor has or will enter into a Building Contract for construction of the buildings on the land ("the works") substantially in accordance with the attached Plans and Specifications or otherwise as amended or altered in accordance with this Contract of Sale.
- 16.3 The Purchaser does hereby acknowledge that the Vendor shall at any time be entitled to make (without reference to the Purchaser) any minor alterations or Variations that the Vendor may deem necessary to be made to the Architectural Plans and/or the works. However, the Vendor agrees to notify the Purchaser in writing of any proposed changes to the Architectural Plans or the works which directly affect the property hereby sold and which the Vendor believes substantially and detrimentally affects the property hereby sold.

The Vendor may make variations to the architectural plans as are necessary to comply with any requirements of:

 - 16.3.1 Casey City Council.
 - 16.3.2 The Building Code of Australia.
 - 16.3.3 The Building Surveyor.
 - 16.3.4 The Architect of Project Consultant;

and may make such other amendments and/or alterations to the architectural plans and specifications and/or the works as the Vendor deems necessary or appropriate and at its absolute discretion and otherwise as may be necessary or appropriate due to any unforeseen circumstances that may arise prior to settlement of this Contract of Sale.

16.4 The Purchaser acknowledges that:

16.4.1 The Vendor is not a builder as defined by the Domestic Building Contracts Act or otherwise, and

16.4.2 Any improvements on the Property are deemed to comply with the Victorian Building regulations, Council by-laws, relevant statutes and any regulations thereunder. No such failure to comply shall constitute a defect in the Vendor's Title and the Purchaser shall not make any requisition nor objection nor claim any compensation from the Vendor in relation thereto.

17. VARIATIONS TO PLANS AND SPECIFICATIONS

17.1 The Purchaser will accept and will make no requisition or claim any compensation in respect of any variations to the plans and/or specifications which may become necessary during the course of construction of the home by reason of matters beyond the control of the Vendor, Builder, Surveyor or Architect including without limitation requirements of directions or any Government Department or Municipal Authority provided that the Vendor must endeavour to adhere to the plans and specifications and must notify the Purchaser of any variation to them which materially affects the home.

17.2 In the event that at the settlement date any dispute arises as to the quality or standard of the finish or satisfactory completion of the works, then the Purchaser shall not be entitled to delay or postpone settlement as a consequence thereof or to request or demand the holding back or retention of any part of the residue of purchase moneys payable as security for the satisfactory completion of the works and shall proceed to and with settlement as required by this Contract.

19. SECTION 173 AGREEMENT

The Purchaser acknowledges that the Planning Permit issued for the proposed subdivision may require the Vendor to enter into an Agreement ("the Section 173 Agreement") with the Council under Section 173 of the Planning and Environment Act 1987.

The Purchaser will make no claim or objection or have any right to withdraw from this Contract as a consequence of any condition contained in the Section 173 Agreement.

20. LAND TAX

20.1 The Purchaser acknowledges that the State Revenue Office may group all the Lots in the Final Plan and assess land tax against the Vendor in respect of the property based upon the aggregate of the unimproved values of each Lot in the Final Plan.

20.2 Despite the fact that on a single holding basis no land tax may be assessable in relation to the Land, the Purchaser agrees that the amount of land tax to be apportioned between the Vendor and the Purchaser on Settlement will be calculated:

- i. By using the proportional amount of land tax attributable to the Property shown in the Vendor's land tax assessment for the year during which settlement occurs (or where such assessment has not issued at Settlement, the proportional amount of land tax attributed to the Property shown in a certificate issued in respect of the Property under Section 105 of the Land Tax Act 2005 (Vic)); or
- ii. Where such an assessment or certificate is not available at Settlement, by using the following formula:

$$A = \frac{L \times U}{T}$$

Where:

A = Land Tax payable by the Purchaser in respect of the Land;

L – Land Tax assessed in relation to all Lots in the Final Plan of which the Vendor is the owner for the land tax assessment year in which Settlement occurs:

U = Lot Liability of the Land; and

T = Total Lot Liability of all Lots in the Final Plan of which the Vendor is the owner for the land tax assessment year in which settlement occurs.

21. FIRB ACT

21.1 Purchaser has FIRB Approval

If the Purchaser has ticked box A1 in the particulars of Sale:-

- (a) (**Purchaser Warranty**) the Purchaser warrants that FIRB Approval is required for its purchase of the Property from the Vendor and it has obtained that approval; and
- (b) (**copy of approval required**) the Purchaser must provide a copy of the FIRB approval to the Vendor upon executing this Contract;

21.2 FIRB Approval not required by the Purchaser

If the Purchaser has ticked box A2 in the Particulars of Sale:-

- (a) (**Purchaser Warranty**) the Purchaser warrants that FIRB Approval is not required for its purchase of the Property from the Vendor;
- (b) (**Purchaser's Acknowledgement**) the Purchaser acknowledges that the Vendor is relying on the Purchaser's warranty contained in Special Condition 18.2(a);
- (c) (**Purchaser's indemnity**) the Purchaser indemnifies the Vendor against all loss or damage including any consequential loss which the Vendor may suffer as a consequence of the Vendor having relied upon the Purchaser's warranty when entering into this Contract;
- (d) (**Deposit forfeited**) if this Contract does not proceed to Settlement as a consequence of the Purchaser's breach of the warranty contained in Special Condition 18.2(a) the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

21.3 Purchaser to apply for FIRB Approval

(a) If the Purchaser has ticked box A3 in the Particulars of Sale the Purchaser must :-

- (i) (**apply**) within 5 Business Days after the Day of Sale apply for FIRB Approval for its purchase of the property from the Vendor if it has not already done so;
- (ii) (use best endeavours) use its best endeavours to obtain that FIRB Approval as soon as possible; and
- (iii) (**supply information**) provide to the Vendor within 2 Business Days of receipt or dispatch a copy of :-
 - A. The application for the FIRB Approval and all communications received from the Treasurer in respect to the Application; and
 - B. Either –
 - (1) The order from the Treasurer prohibiting the acquisition of the Property by the Purchaser; or
 - (2) Advice in writing that the Treasurer has no objection to the acquisition of the Property by the Purchaser.

(b) **Vendor's ability to terminate**

- (i) If, within 30 Business Days after the Day of Sale the Purchaser has not received advice in writing from the Treasurer that the Treasurer has no objection to the acquisition of the Property by the Purchaser the Vendor may, by notice to the Purchaser, terminate this Contract.
- (ii) If this Contract is terminated pursuant to Special condition 18.3(b) all money paid by the Purchaser to the Vendor under this Contract will be refunded.

22. SERVICES

22.1 The Purchaser acknowledges that the utility services referred to in the Vendor's Section 32 Statement will be available for connection but will not or may not be connected to the property upon settlement and the Purchaser agrees that it shall be responsible for payment of any

statutory or utility fees in connecting to the property all such services. The Purchaser shall make no objection or requisition nor claim any compensation nor rescind or determine this Contract nor delay or postpone payment of the balance of settlement monies as a result of any or all of the services being available but not connected to the property on the date payment of the balance of settlement monies is due.

- 22.2 If the Vendor elects to connect a service prior to settlement and incurs a connection fee from the relevant utility supplied the fee shall be paid in full by the Purchaser to the Vendor at settlement as an adjustable item.

23. ARTIST'S IMPRESSIONS OF DEVELOPMENT

The Purchaser acknowledges that any artist's impressions including but not limited to 3-D images and architect drawings submitted to him by an agent or representative on behalf of the Vendor as to the nature and tone of the development is provided to the Purchaser on the basis of giving an indication as to the nature of the development only and is not intended to provide a full picture as to the completed development.



24. ELECTRONIC CONVEYANCING

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 12 applies, if the box is marked "EC".

- 24.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 24.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 24.3 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*.
- 24.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 24.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 24.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 24.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 12.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 24.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 24.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 24.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of security interest

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

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

8. Builder warranty insurance

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

9. General law land

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

MONEY

10. Settlement

- 10.1** At settlement:
 (a) the purchaser must pay the balance; and

- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

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

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

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

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Guarantee and Indemnity

To: The Vendor

1. Definitions

In this Guarantee:

Contract means the contract of sale of real estate between the Vendor and the Purchaser and any other agreement between the Vendor and the Purchaser concerning the Property sold under that Contract;

Corporations Act means the *Corporations Act 2001 (Cth)*;

Guarantee means this deed of guarantee and indemnity including any schedules;

Guaranteed Amount means all the money payable by the Purchaser under the Contract;

Guarantor means the guarantor named in the Guarantor Schedule;

Loss means any loss, damage, liability, claim, proceeding, demand, cost or expense;

Property means the property detailed in the Property Schedule;

Purchaser means the person named as purchaser in the Contract;

Purchaser's Obligations means the obligations of the Purchaser to:

- (a) pay the Guaranteed Amount; and
- (b) comply with all the Purchaser's other obligations under the Contract;

Vendor means the person named as vendor in the Contract.

2. Interpretation

In this Guarantee, unless the context requires otherwise:

- (a) a reference to a party in this Guarantee or the Contract includes that party's successors, personal representatives and permitted assigns;
- (b) if 2 or more people are described as a party, each person is:
 - (i) liable for their obligations; and
 - (ii) entitled to their rights,jointly and severally;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) the singular includes the plural and vice versa;
- (e) a gender includes the other genders; and
- (f) a heading may be used to help interpretation but is not legally binding.

3. Guarantor's acknowledgement

The Guarantor acknowledges that the Guarantor gives this Guarantee in consideration of the Vendor entering into the Contract with the Purchaser at the Guarantor's request.

4. Guarantee

- (a) The Guarantor guarantees to the Vendor the punctual compliance with the Purchaser's Obligations.
- (b) If the Purchaser fails to pay any of the Guaranteed Amount on time, the Guarantor will immediately pay that money to the Vendor on demand whether or not the Vendor has demanded the money from the Purchaser.
- (c) If the Purchaser fails to pay the Guaranteed Amount, the Purchaser fails to comply with any of the Purchaser's Obligations or the Contract is repudiated, the Guarantor:
 - (i) indemnifies the Vendor against any Loss which the Vendor incurs as a result; and
 - (ii) will pay an amount equal to the Loss to the Vendor on demand.

5. Guarantor's indemnity

The Guarantor indemnifies the Vendor against any Loss the Vendor incurs because:

- (a) the Purchaser lacks the capacity or power to enter the Contract;
- (b) the Purchaser is not competent to enter the Contract or is under a legal limitation or disability;
- (c) the Purchaser dies, is liquidated or becomes bankrupt; or
- (d) anything else occurs that prevents the Vendor from recovering the Guaranteed Amount from the Purchaser.

6. Guarantor's obligations

The Guarantor's obligations in this Guarantee are principal obligations and the Vendor need not:

- (a) make a demand on the Purchaser; or
- (b) exercise any rights against the Purchaser,

before exercising any rights against the Guarantor.

7. Guarantee is continuing and irrevocable

- (a) This Guarantee is a continuing guarantee and is irrevocable.
- (b) The obligations of the Guarantor are absolute and unconditional.
- (c) The Guarantor is not released from liability until all of the Purchaser's obligations are complied with to the Vendor's satisfaction.

8. Guarantee not affected by other matters

This Guarantee is not affected by:

- (a) any variation of the Contract;
- (b) any extension of time for compliance with the Purchaser's Obligations, any other concession, or any release given to or compromise with the Purchaser or any other person or corporation (whether or not with the consent of the Guarantor);
- (c) the Purchaser nominating a substitute or additional purchaser under the Contract;
- (d) the whole or any part of the Purchaser's Obligations being illegal, void, voidable or unenforceable;
- (e) any limitation, disability, incapacity or other circumstance relating to the Purchaser;
- (f) any neglect or failure by the Vendor to prosecute or enforce its rights under the Contract;

- (g) the termination of the Contract by the Vendor because of a failure by the Purchaser to perform the Purchaser's Obligations;
- (h) the winding up, bankruptcy or death of the Purchaser or the Guarantor;
- (i) the Purchaser's liability to pay the Guaranteed Amount or to comply with the Purchaser's Obligations being released or deferred under a scheme of arrangement between the Purchaser and the Purchaser's creditors or in any other way;
- (j) a payment to the Vendor under the Contract being held to be a preference or being set aside by a court;
- (k) the failure of any person named as Guarantor to execute this Guarantee, or the liability of any Guarantor ceasing for any reason; or
- (l) any other matter which, but for this provision, would release the Guarantor from this Guarantee under the law relating to sureties.

9. Purchaser's Obligations not enforceable

- (a) If any of the Purchaser's Obligations are not enforceable against the Purchaser so that the Purchaser's Obligations are not recoverable from the Guarantor as surety, the Guarantor:
 - (b) unconditionally and irrevocably indemnifies the Vendor against any Loss which the Vendor incurs as a result;
 - (c) agrees that the Vendor may recover the Loss from the Guarantor as principal debtor; and
- must pay the amount of the Loss to the Vendor on demand.

10. Purchaser becomes insolvent

- (a) The Guarantor must not compete with the Vendor for any money the Purchaser owes the Guarantor if the Purchaser:
 - (i) being an individual, becomes an insolvent under administration (as defined in the Corporations Act); or
 - (ii) being a corporation, (as defined in the Corporations Act), becomes an externally-administered owners corporation (as defined in the Corporations Act).
- (b) The Guarantor authorises the Vendor to:
 - (i) prove for all money the Purchaser owes the Guarantor; and
 - (ii) retain and carry a suspense account and, at the Vendor's discretion, to appropriate any money received until the Vendor has been fully paid an amount equal to the money the Purchaser owes to the Vendor.

11. Notices

A notice or demand made by the Vendor under this Guarantee may be given or made in the same way as a notice or demand under the Contract.

Guarantor Schedule

Guarantor's name:

Address:

Property Schedule

Land the land described in the Particulars of Sale in the Contract

Property The Land together with any improvements described in the Particulars of Sale in the Contract.

Executed by the Guarantor as a deed:

Dated: day of 20

SIGNED by the said

in the presence of :

.....

Witness:

SIGNED by the said

in the presence of :

.....

Witness:

V E N D O R

**41 FUTURES PTY LTD
(A.C.N 618 266 550)**

PROPERTY:

**LOT
21-23 FUTURES ROAD, CRANBOURNE WEST**

SECTION 32 STATEMENT

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

KELLY & CHAPMAN

Legal Practitioners
300 Centre Road
BENTLEIGH 3204

Tel. 9557 2915
Fax. 9557 1225
DX 37502 BENTLEIGH
EMP:34415

SECTION 32 STATEMENT

**VENDORS' SECTION 32 STATEMENT TO THE PURCHASERS OF REAL ESTATE
PURSUANT TO DIVISION 2 OF PART II SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)
("THE ACT")**

VENDORS: 41 FUTURES PTY LTD

PROPERTY: LOT 21-23 FUTURES ROAD CRANBOURNE WEST VIC 3977

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning and building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The Transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to the potential liability before you commit yourself to buy.

Warning to the Purchaser: You should check with the appropriate authorities as to the availability of, and cost of providing, any essential services not connected to the land.

32A FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them are not expected to exceed \$5000.00 per annum.-

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

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

- 32A** (b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows:

Not Applicable

SECTION 32 STATEMENT

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance is as follows:-

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) **RESTRICTIONS**

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.

Other restrictions affecting the land are as attached.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) **BUSHFIRE**

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) **ROAD ACCESS**

There is access to the Property by Road.

(d) **PLANNING**

See attached certificate

The Vendor has no other way of discerning this information other than to make enquiries with the Department of Planning and Community Development and its report into these details is attached to this statement.

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

SECTION 32 STATEMENT

- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

32H SERVICES

Service	Status
Electricity supply	Not Connected
Gas supply	Not Connected
Water supply	Not Connected
Sewerage	Not Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected. The Purchaser shall be responsible for all costs associated with transfer and/or connection of the above services into their own name.

SECTION 32 STATEMENT

32I TITLE

Attached are the following document/s concerning Title:

- (a) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (c) A copy of Planning Permit number Pln A00134/17 issued by the City of Casey dated 4th July, 2017.

33. DUE DILIGENCE CHECKLIST

The Sale of Land Act 1962 provides that the Vendor or the Vendor's Licenced Estate Agent must make a prescribed due diligence checklist available to the Purchaser before offering land for sale that is vacant residential land or land on which there is a residence. The checklist is attached hereto.

DATE OF THIS STATEMENT

/

2017

Name of the Vendor

41 Futures Pty Ltd

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/

2017

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Register Search Statement - Volume 11894 Folio 322

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

VOLUME 11894 FOLIO 322

Security no : 124067968385Y
Produced 04/09/2017 05:09 pm

LAND DESCRIPTION

Lot 41 on Plan of Subdivision 735069N.

PARENT TITLES :

Volume 11817 Folio 444 Volume 11817 Folio 519

Created by instrument PS735069N 28/06/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

41 FUTURES PTY LTD of 80 FRANKSTON GARDENS DRIVE CARRUM DOWNS VIC 3201
AQ085033V 27/07/2017

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AQ085033V 27/07/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987

AK330290N 08/05/2013

DIAGRAM LOCATION

SEE PS735069N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS735069N (S)	PLAN OF SUBDIVISION	Registered	28/06/2017
AQ085032X	DISCHARGE OF MORTGAGE	Registered	27/07/2017
AQ085033V	TRANSFER	Registered	27/07/2017

DOCUMENT END

Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 04/09/2017, for Order Number 46381486. Your reference: EMP:34415.

Evans Park
Lot 41

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

AQ085033V

27/07/2017

\$835

45



Lodged by

Name: Kelly & Chapman

Phone: (03) 9557 2915

Address: PO Box 147 BENTLEIGH VIC 3204

Reference: EMP:34097

Customer Code: 3462R

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

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

Land: *(volume and folio)*

Certificate of Title

Volume 11894 Folio 322 ✓

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

All its estate in fee simple

Consideration:

\$316693.00 ✓

Transferor: *(full name)*

AVID PROPERTY GROUP NOMINEES PTY LTD ✓

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

41 FUTURES PTY LTD of 80 Frankston Gardens Drive CARRUM DOWNS VIC 3201

Directing Party: *(full name)*

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

The Transferee for itself and its successors, transferees and assigns the registered proprietor or proprietors for the time being of the Land hereby transferred and each and every part of it DOES HEREBY AND AS SEPARATE COVENANTS, COVENANT with the Transferor its successors in title, assigns and transferees the registered proprietor or proprietors for the time being of the land described in certificate of title volume

30800812A

T2

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

AQ085033V

27/07/2017

\$835

45



Dated: 27/7/2017

Parties: 41 FUTURES PTY LTD and AVID PROPERTY GROUP NOMINEES PTY LTD

Signatures of the Parties

11426 744

~~11894~~ folio ~~322~~ and every part or parts thereof (**Benefited Land**) not at any time to (and not to cause, allow or permit any other person or party to):

- (a) subdivide the Land unless an occupancy permit (or permits) have been issued under the Building Act 1993 for a building on each lot;
- (b) use or develop the Land hereby transferred for any of the following uses or purposes:
 - (i) cafe;
 - (ii) shops
 - (iii) brothel;
 - (iv) concrete batching plant;
 - (v) vehicle wreckers;
 - (vi) junk yard;
 - (vii) panel beaters;
 - (viii) place of worship;
 - (ix) place of assembly;
 - (x) adult sex bookshop;
 - (xi) agriculture;
 - (xii) caretakers residence;
 - (xiii) circus;
 - (xiv) carnival;
 - (xv) crop raising;
 - (xvi) animal husbandry;



30800812A

T2

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Transfer of Land

Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

AQ085033V

27/07/2017

\$835

45



Dated:

Parties: 41 FUTURES PTY LTD and AVID PROPERTY GROUP NOMINEES PTY LTD

Signatures of the Parties

(xvii) mining;

(xviii) concrete panel plant;

(xix) recycling plant (trade depot or materials recycling);

(xx) petrol station;

(xxi) child care centre,

and it is agreed that the benefit of this covenant shall be annexed to and run at law and in equity with the Benefited Land and that the burden of this covenant shall be annexed to and run at law and in equity with the Land hereby transferred and that this covenant shall be noted and appear as an encumbrance on all future certificate(s) of title for the Land hereby transferred."

Execution and attestation:



SEE ANNEXURE PAGE

30800812A

T2


Page 3 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Annexure Page

Transfer of Land Act 1958

AQ085033V
 27/07/2017 \$835 45


This is page 4 of 4 dated _____ between 41 FUTURES PTY LTD AND AVID PROPERTY GROUP

NOMINEES PTY LTD

Signatures of the Parties



~~EXECUTED BY Avid Property Group Nominees Pty Ltd)
(A.C.N. 088 212 631) By being signed by its attorneys)
under Power of Attorney dated 17 August 2016)
in the presence of:)~~

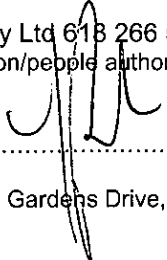
~~Attorney:..... Attorney:.....~~

~~Full Name: Full Name:~~

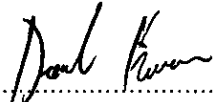
~~Witness:..... Witness:.....~~

Executed by 41 Futures Pty Ltd 618 266 550)
by being signed by the person/people authorised to sign for the company:)

Director.....
Full name: Thomas Pichler
Usual address:80 Frankston Gardens Drive, Carrum Downs



Director.....
Full name:Derek Finocchiaro
Usual address:5 Balamara Court, Frankston Vic 3199



30800812A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

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

Annexure Page

Transfer of Land Act 1958

AQ085033V

27/07/2017 \$835 45



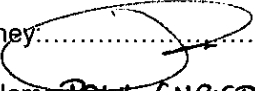
This is page 4 of 5 dated

between 24 MORIALTA PTY LTD AND AVID PROPERTY GROUP


NOMINEES PTY LTD

Signatures of the Parties

EXCUTED BY Avid Property Group Nominees Pty Ltd)
By being signed by its attorneys under Power of)
Attorney dated 17 August 2016 in the presence of:)

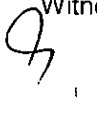
Attorney: 

Full Name: PAUL CHRISTOPHER O'BRIEN

Attorney: 

Full Name: DAVINA SIMONE SHER

Witness: 

 General Manager

Witness: 

 Finance Manager

30800812A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

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

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

AK330290N



Form 18

Lodged by:

Name: Russell Kennedy Solicitors
Phone: 03 9609 1555
Address: Level 12, 469 La Trobe Street, Melbourne 3000
Ref: WYB 115905-01190
Customer Code: 1513M

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

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

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

volume 10712 folio 166

Authority: *(name and address)*

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

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority:



Name of Officer:

PHIL POULSON

Date:

02 May 2013

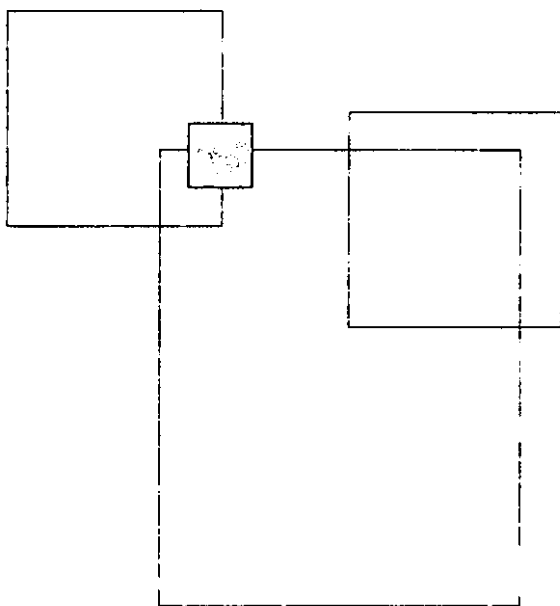
RUSSELL KENNEDY
MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AK330290N
09/05/2013 \$110.30 173


CASEY CITY COUNCIL

and

INVESTA NOMINEES (2) PTY LTD



DEED OF AGREEMENT

Property: Lot 1 on PS501990Q, Evans Road
Cranbourne West, Victoria, 3977

LEVEL 12
469 LA TROBE STREET
MELBOURNE VIC 3000

PO BOX 5146AA
MELBOURNE VIC 3001
DX 494 MELBOURNE

P. +61 3 9609 1555
F. +61 3 9609 1600

www.rk.com.au

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Ref WYB 115905-01190



AK330290N



THIS AGREEMENT is made on 26 April 2013

PARTIES:

- 1 **CASEY CITY COUNCIL**
of Magid Drive, Narre Warren, Victoria, 3805
("Council"); and
- 2 **INVESTA NOMINEES (2) PTY LTD**
ACN 128 351 011
of 'Deutsche Bank Place' Level 6, 126-130 Phillip Street, Sydney, New South Wales, 2000
("Owner")

RECITALS

- A The Owner is the registered proprietor of the Land;
- B The Council enters into this Agreement in its capacity as the:
 - a. municipal council for the municipal district in which the Land is located;
 - b. collecting agency for the purposes of the DCP and Part 3B of the Act; and
 - c. responsible authority, under the Act, for the administration and enforcement of the Scheme;
- C The use and development of the Land is subject to the provisions of the Scheme, including the PSP and the DCP;
- D Part of the Land is subject to the PAO3, and is required for the widening of Evans Road, including intersection flaring;
- E The Permit authorises the subdivision of Stage 1 only, in accordance with the Endorsed Plan;
- F The development of the balance of the Land may only be carried out in accordance with any planning permit which might be issued to authorise that development;
- G Condition 4 of the Permit required the submission and approval of the Infrastructure Plan;
- H Condition 5 of the Permit requires that:
 - "5. *Prior to the certification of the first plan of subdivision, or such other time which is agreed, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under section 173 of the Planning and Environment Act 1987 which provides for:*
 - (a) *The implementation of the Infrastructure Plan approved under the permit;*
 - (b) *The timing of the construction and completion of intersections along Evans Road and more particularly the construction and completion of the Central Parkway extension and intersection to be undertaken as part of stage 2 as indicated on the Infrastructure Plan approved under this permit;*

- (c) *The transfer of any land required for road widening under any relevant condition of this permit;*
- (d) *The timing of any payments to be made to the owner; and*
- (e) *The affected land or more particularly the stage of development which the Responsible Authority will seek the Registrar of Titles to record the agreement or agreements against.*

The owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement”;

I The Council and the Owner have agreed that Central Parkway may be completed in stages, in accordance with the Works Staging Plan and the Infrastructure Plan;

J The Council enters into this Agreement pursuant to:

- a. section 21(1)(b)(ii) of the SD Act; and
- b. section 173 of the PE Act;

for the purpose of:

- c. securing compliance with the requirements under the Permit which relate to public works and, in particular, to make provision for the issue of a SoC with respect to Stage 1 in the event that Central Parkway has not been completed in its entirety; and
- d. to comply with condition 5 of the Permit; and

K The Council and the Owner enter into this Agreement under seal to give effect to the agreement reached between them.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 “**Agreement**” means this Agreement, including the recitals and any annexures to this Agreement;
- 1.2 “**Business Day**” means Monday to Friday, excluding a public holiday, in Victoria;
- 1.3 “**DCP**” means the *Cranbourne West Development Contributions Plan*, which forms part of the Scheme;
- 1.4 “**DIL**” means the development infrastructure levy required to be paid to the Council by reason of condition 13 of the Permit;
- 1.5 “**Endorsed Plan**” means the plan attached at Annexure A and marked ‘Master Plan’ (Ref 8038C-5, Version T) endorsed on 23 August 2012 with the stamp of Council as a plan which forms part of the Permit;



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- 1.6 **"Evans Road Land"** means that part of the DCP item RD04 shown on Figure 4 of the DCP and being 0.6724 hectares of land along the eastern boundary of the Land that is subject to PAO3 for the widening of Evans Road and intersection flaring;
- 1.7 **"Infrastructure Plan"** means the Public Infrastructure Plan attached at Annexure B and marked 'Infrastructure Plan' endorsed by the Council on 5 April 2013 and 18 April 2013;
- 1.8 **"Land"** means the land described as Lot 1 on PS501990Q and more particularly described in certificate of title volume 10712 folio 166;
- 1.9 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it;
- 1.10 **"Owner"** means the person who is registered or entitled to be registered as proprietor, or the persons who are registered or entitled to be registered as proprietors, of an estate in fee simple in the Land;
- 1.11 **"PAO3"** means Public Acquisition Overlay, Schedule 3 in the Scheme, pursuant to which part of the Land is reserved for the widening of Evans Road and for associated intersection flaring;
- 1.12 **"PE Act"** means the *Planning and Environment Act 1987*;
- 1.13 **"Permit"** means planning permit P96/11 issued on 18 November 2011 (amended on 3 May 2012) under which the multi-lot subdivision of Stage 1 is authorised;
- 1.14 **"Planning Costs"** means the costs of preparing the PSP and the DCP, shown as project "PL01" in the DCP, previously paid by the Owner;
- 1.15 **"PSP"** means the *Cranbourne West Precinct Structure Plan, May 2012*, which forms part of the Scheme;
- 1.16 **"Scheme"** means the *Casey Planning Scheme* or any other planning scheme which applies, from time to time, to the Land;
- 1.17 **"SD Act"** means the *Subdivision Act 1988*;
- 1.18 **"SoC"** means a statement of compliance issued under the SD Act;
- 1.19 **"Stage 1 Lots"** means the lots on the Stage 1 plan of subdivision but does not include a stage lot beginning with "S" for a staged subdivision, as described under section 37 of the SD Act;
- 1.20 **"Stage 1 SoC"** means the statement of compliance to be issued, under the SD Act, with respect to Stage 1;
- 1.21 **"Stage 1"** means that part of the Land which is the subject of the Permit;
- 1.22 **"Stage 2", "Stage 3" and "Stage 4"** mean those parts of the Land which are shown so marked on the Infrastructure Plan; and
- 1.23 **"Works Staging Plan"** means the plan attached at Annexure C and marked 'Central Parkway Works Staging Plan' (Ref 8038C-5, Version V).

AK330290N



2 COMMENCEMENT

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

3 OWNER'S COVENANTS

3.1 Infrastructure Plan implementation

3.1.1 Subject to clause 3.2.1, at least 14 days prior to the issue of the Stage 1 SoC, the works identified in Items 1, 3, 4, 5, 8, 9, 13 and 14 on the Infrastructure Plan must have been completed to the satisfaction of the Council.

3.1.2 Subject to clause 3.2.2, at least 14 days prior to the issue of the Stage 1 SoC, the land required for the purposes of each of Items 1, 2, 4, 5, 8 and 9 on the Infrastructure Plan must have been set aside, on a plan certified by the Council, to be vested in the Council, the Roads Corporation or the Melbourne Water Corporation (as appropriate) upon the registration of the plan of subdivision with respect to Stage 1.

3.2 Stage 1 SoC

3.2.1 Provided that all other obligations of the Owner set out in clause 3.1.1 have been completed to the satisfaction of the Council, the Stage 1 SoC may be issued by the Council if it is satisfied that:

3.2.1.1 that part of Central Parkway (Item 4), identified as "Stage 1 Works" on the Works Staging Plan and the Evans Road and Central Parkway Interim Intersection (Item 3) will be completed by 31 December 2013 and, for that purpose, the Council shall be so satisfied upon the receipt from the Owner of a bond in the form of a bank guarantee in favour of the Council in a sum equal to 1.5 times the total estimated cost to complete the "Stage 1 Works" and the Central Parkway Interim Intersection (Item 3); and

(a) without limiting any other rights which the Council may have, it may draw on the bank guarantee to pay for the cost of completing the works referred to in this clause 3.2.1.1 should Council step in and complete those works;

3.2.1.2 the East-West Road - Connector Street Level 2 (Item 5) has been completed to the extent necessary to allow appropriate and adequate vehicular access and egress from Stage 1 onto Evans Road; and

3.2.1.3 the Undergrounding of power lines along Evans Road (Item 13) and Fibre optic conduit network (Item 14) have been completed to the extent necessary to deliver electricity and fibre optic connectivity for the purposes of Stage 1.

AK330290N



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3.2.2 Provided that all other obligations of the Owner set out in clause 3.1.2 have been completed to the satisfaction of the Council, the Stage 1 SoC may be issued by the Council if it is satisfied that the land required for the purposes of Items 1, 4 and 5 on the Infrastructure Plan has been set aside on a plan certified by the Council, to be vested in the Council or the Roads Corporation (as appropriate), to the extent that that land is occupied by the road works completed as identified in clause 3.2.1 of this Agreement.

3.3 Future Public Works

3.3.1 The Owner acknowledges and accepts its obligation, following the registration of the plan of subdivision with respect to Stage 1, to undertake and complete, to the satisfaction of the Council, the remaining:

3.3.1.1 road works identified in Items 4, 5 and 7 to the extent necessary to allow appropriate and adequate vehicular access and egress from Stage 2, Stage 3 and Stage 4 (as appropriate) onto Evans Road and Central Parkway; and

3.3.1.2 the undergrounding of power lines (Item 13) and fibre optic conduit network (Item 14) to the extent necessary to deliver electricity and fibre optic connectivity for the purposes of Stage 2, Stage 3 and Stage 4.

3.3.2 The Owner acknowledges and accepts that the works identified in clause 3.3.1 of this Agreement, must be completed to the satisfaction of the Council:

3.3.2.1 at least 21 days prior to the issue of the SoC with respect to the subdivision of each of Stage 2, Stage 3 and Stage 4, in relation to which stage those works are then required; and

3.3.2.2 that any planning permit issued to allow the subdivision of each such stage will include conditions to that effect.

3.4 Development Infrastructure Levy credits

3.4.1 Upon vesting in the Council of the Evans Road Land (Item 2), the Owner shall become entitled to a credit in the sum of \$200,000.00 against the DIL.

3.4.2 In consideration of the Planning Costs, the Owner shall be entitled to a credit in the sum of \$271,425.75 against the DIL.

3.4.3 The Owner shall not be called upon to make payments of the DIL until such time that the sum total of the credits allowed under clauses 3.4.1 and 3.4.2 have been exhausted.

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3.5 Public open space

- 3.5.1 Upon the vesting in the Council of the land referred to in Item 8 on the Infrastructure Plan, the Owner shall have discharged its obligations in relation to the provision of public open space with respect to the subdivision of Stage 1 otherwise required under the Scheme and the SD Act.
- 3.5.2 The Owner acknowledges and accepts its obligation to vest in the Council the land identified in Items 10 and 11 on the Infrastructure Plan (the proposed location of which are identified as 'R08' and 'R05 respectively') to satisfy the requirements in relation to the provision of public open space under the Scheme and the SD Act and that:
- 3.5.2.1 land, for the purposes of Items 10 and 11, must be set aside on a plan, certified by the Council, to be vested in the Council upon the registration of the plans of subdivision with respect to Stage 2 and Stage 4 respectively; and
- 3.5.2.2 any planning permit issued to allow the subdivision of Stage 2 or Stage 4 will include conditions to that effect.

3.6 Drainage Reserves

- 3.6.1 Upon the vesting of the land identified in Item 9 on the Infrastructure Plan in the Melbourne Water Corporation, the Owner shall have discharged its obligations in relation to the provision of land for the purposes of drainage with respect to the development of Stage 1 otherwise required under the Permit.
- 3.6.2 The Owner acknowledges and accepts its obligation to vest in the Council the land identified in Item 12 on the Infrastructure Plan and that:
- 3.6.2.1 that land must be set aside on a plan, certified by the Council, to be vested in the Council upon the registration of the plan of subdivision with respect to Stage 3; and
- 3.6.2.2 any planning permit issued to allow the subdivision of Stage 3 will include conditions to that effect.

4 GENERAL

4.1 Successors in title

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

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4.2 Further assurance

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

4.3 Payment of Council's costs

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

4.4 Mortgagee to be bound

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

4.5 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.6 Non-compliance

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

- 4.6.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.6.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.6.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.6.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement;

and the Owner agrees:

- 4.6.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

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- 4.6.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.6.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.6.8 if the Owner executes a mortgage as required by clause 4.6.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.7 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.8 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.9 Covenants run with the Land

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

4.10 Owner's warranty

The Owner warrants and covenants that:

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

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4.11 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

4.12 Time of the essence

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

4.13 Governing law and jurisdiction

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

4.14 Enforcement and severability

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

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

5 NOTICES

5.1 Service of notice

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

5.1.1 personally on the person;

5.1.2 by leaving it at the person's address set out in this Agreement;

5.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

5.1.4 by facsimile to the person's current number notified to the other party.

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5.2 Time of service

A notice or other communication is deemed served:

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

6 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 6.1 the singular includes the plural and vice versa;
- 6.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 6.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 6.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 6.5 words importing one gender include other genders;
- 6.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 6.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 6.7.1 two or more parties; or
 - 6.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 6.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 6.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 6.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

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- 6.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 6.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 6.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 6.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

7 TERMINATION OF AGREEMENT

7.1 Termination

- 7.1.1 Subject to clauses 7.1.2 and 7.1.3, this Agreement ends when the Owner has complied with all of its obligations under this Agreement or earlier by mutual agreement between the parties.
- 7.1.2 Within 14 days after the issue of the Stage 1 SoC, the Council must (in accordance with section 183(1) of the Act) notify the Registrar of Titles of the ending of this Agreement as to that part of the Land comprised of the Stage 1 Lots.
- 7.1.3 This Agreement may, otherwise be terminated in accordance with the provisions of Division 2 of Part 9 of the Act.

7.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, comply with section 183(1) of the Act and tell the Registrar of Titles of the ending of the Agreement.

**ANNEXURE A
(copy of Endorsed Plan)**

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The plan which is Annexure A may have been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority; and
- the Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart Agreement together with Annexure A is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

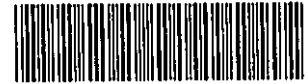
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**ANNEXURE B
(copy of PIP)**

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The plan which is Annexure B may have been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority; and
- the Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart Agreement together with Annexure A is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.

**ANNEXURE C
(copy of Works Staging Plan)**



The plan which is Annexure C may have been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority; and
- the Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart Agreement together with Annexure A is available for inspection at the offices of the Responsible Authority during normal business hours upon giving the Responsible Authority reasonable notice.



SIGNED SEALED AND DELIVERED by the)
Chief Executive Officer on behalf of **CASEY**)
CITY COUNCIL pursuant to the power)
delegated to that person by an Instrument of)
Delegation dated the 1 May 2012 in the)
presence of:)

.....
Witness

.....
Chief Executive Officer

THE COMMON SEAL of **INVESTA**)
NOMINEES (2) PTY LTD, ACN 128 351 011,)
was affixed in accordance with section)
127(2) of the *Corporations Act 2001* in the)
presence of authorised persons:

.....
Director

Jonathan Callaghan

.....
Full name

Level 6
126 Phillip Street

.....
Usual address **SYDNEY NSW 2000**

.....
*Director/company secretary

*Delete whichever is inapplicable

Level 6
126 Phillip Street

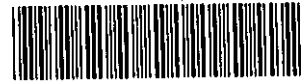
.....
Usual address **SYDNEY NSW 2000**

Andrew Jason Murray

.....
Full name

AK330290N

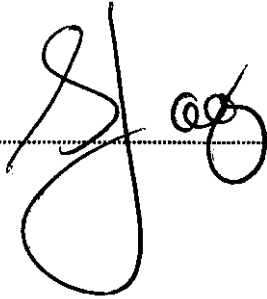
08/05/2013 \$110.30 173



SIGNED SEALED AND DELIVERED by the)
Chief Executive Officer on behalf of **CASEY**)
CITY COUNCIL pursuant to the power)
delegated to that person by an Instrument of)
Delegation dated the 1 May 2012 in the)
presence of:)



Witness



Chief Executive Officer

THE COMMON SEAL of **INVESTA**)
NOMINEES (2) PTY LTD, ACN 128 351 011,)
was affixed in accordance with section)
127(2) of the *Corporations Act 2001* in the)
presence of authorised persons:

Director

Full name


Usual address

*Director/company secretary
*Delete whichever is inapplicable

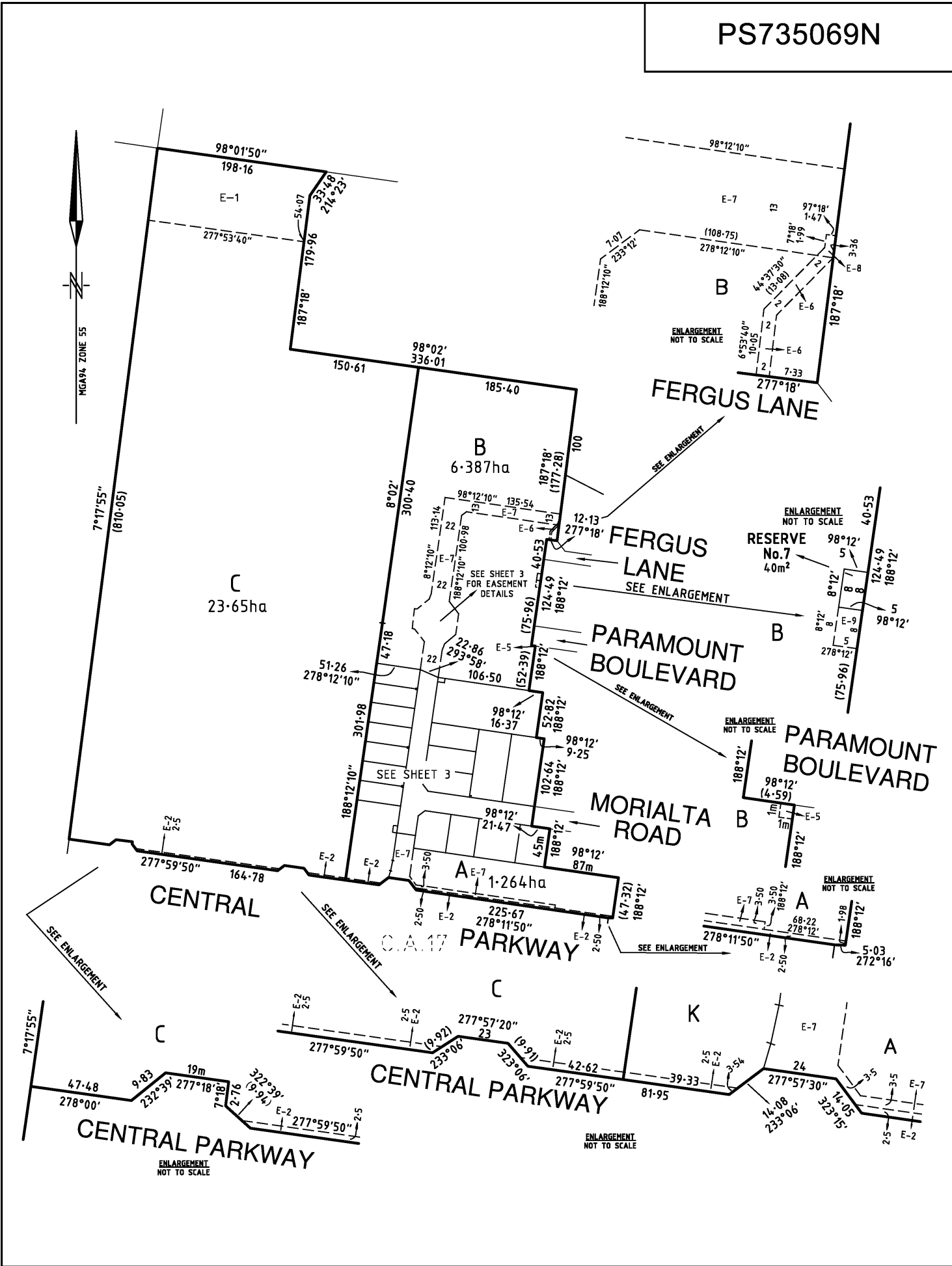
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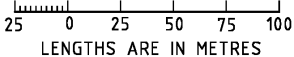
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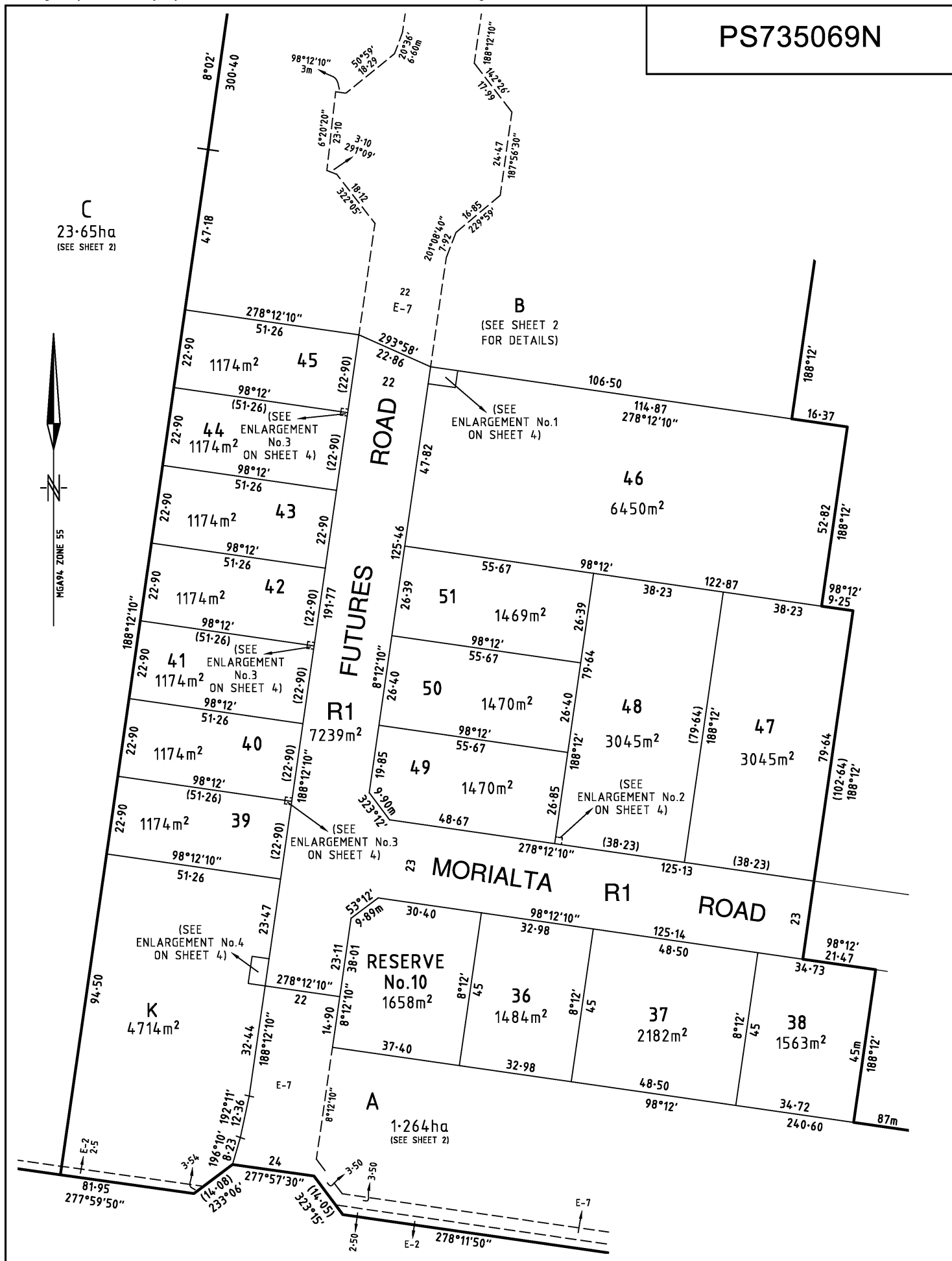
Signed by Council: Casey City Council, PP Ref: PInA00997/14, Cert Ref: SubA00419/14, Original Certification: 10/10/2016, S.O.C.: 20/06/2017

PLAN OF SUBDIVISION		EDITION 1	PS735069N	
Location of Land Parish: LYNDHURST Township: Section: - Crown Allotment: 18 ^B (PART) Crown Portion: Title References: Vol. 11817 Fol. 444 Vol. 11817 Fol. 519 Last Plan Reference: Lot A & B on PS739987A Postal Address: 197S EVANS ROAD (At time of subdivision) GRANBOURNE WEST 3977 MGA Co-ordinates: E 346 650 Zone 55 (of approx. centre of plan) N 5 782 460 GDA94			COUNCIL NAME : CASEY CITY COUNCIL	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1-35 AND D-J HAVE BEEN OMITTED FROM THIS PLAN.	
ROAD R1	CASEY CITY COUNCIL			
RESERVE No.7	AUSNET ELECTRICITY SERVICES PTY LTD			
RESERVE No.9	AUSNET ELECTRICITY SERVICES PTY LTD			
RESERVE No.10 RESERVE No.11	CASEY CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
Staging This is not a staged subdivision. Planning Permit No. - Survey: This plan is based on survey. This survey has been connected to Permanent Marks no(s). - in Proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EVANS PARK: STAGE 2B				
Reference Easement	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 E-2 E-5 E-6 E-7 E-7 E-7	TRANSMISSION OF ELECTRICITY PIPELINE POWERLINE DRAINAGE DRAINAGE SEWERAGE & WATER SUPPLY POWERLINE	SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN SEE PLAN	D898001 AE362883F PS647308M PS647308M PS647308M PS647308M THIS PLAN THIS PLAN (SEC. 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	S.E.C.V MELBOURNE WATER CORPORATION SPI ELECTRICITY PTY LTD CASEY CITY COUNCIL CASEY CITY COUNCIL SOUTH EAST WATER CORPORATION SPI ELECTRICITY PTY LTD
E-8 E-8 E-8	DRAINAGE SEWERAGE & WATER SUPPLY POWERLINE	SEE PLAN SEE PLAN SEE PLAN	PS647308M PS735066U PS735066U (SEC. 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	CASEY CITY COUNCIL SOUTH EAST WATER CORPORATION SPI ELECTRICITY PTY LTD
E-9	POWERLINE	SEE PLAN	PS735066U (SEC. 88 OF THE ELECTRICITY INDUSTRY ACT 2000)	SPI ELECTRICITY PTY LTD
E-10	SUPPLY OF ELECTRICITY	SEE PLAN	THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD
 Hellier McFarland Development Consultants Town Planners Land Surveyors 342 Hawthorn Rd, Caulfield South, VIC 3162 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au			CAD REF: 8038C 30N-dwg COMPS REF:	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 4
DIGITALLY SIGNED BY LICENSED SURVEYOR: Michael James Molyneux Byrne REF 8038C/30 VERSION N			PLAN REGISTERED TIME: 4:20pm DATE: 28/6/2017 Roger Mellor Assistant Registrar of Titles	

PS735069N

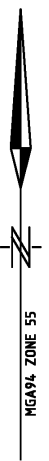


 Hellier McFarland Development Consultants Town Planners Land Surveyors 342 Hawthorn Rd, Caulfield South, VIC 3162 Tel: 03 9532 9951 Fax: 03 9532 9941 www.hmf.com.au info@hmf.com.au	SCALE 1:2500  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Sheet 2
	DIGITALLY SIGNED BY LICENSED SURVEYOR: Michael James Molyneux Byrne REF 8038C/30 VERSION N		



PS735069N

23.65ha
(SEE SHEET 2)



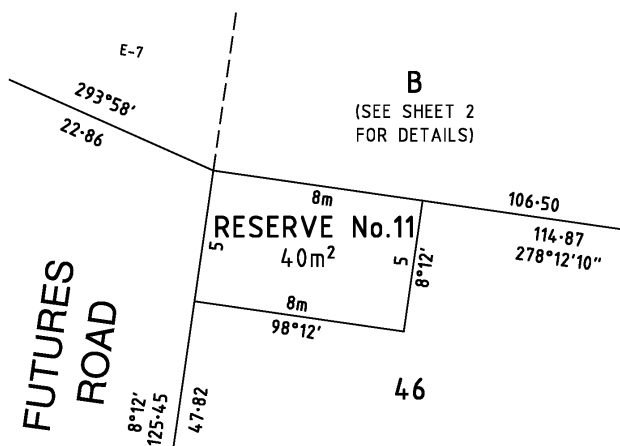
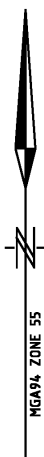
Hellier McFarland
Development Consultants Town Planners Land Surveyors
342 Hawthorn Rd, Caulfield South, VIC 3162
Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | info@hmf.com.au

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LENGTHS ARE IN METRES

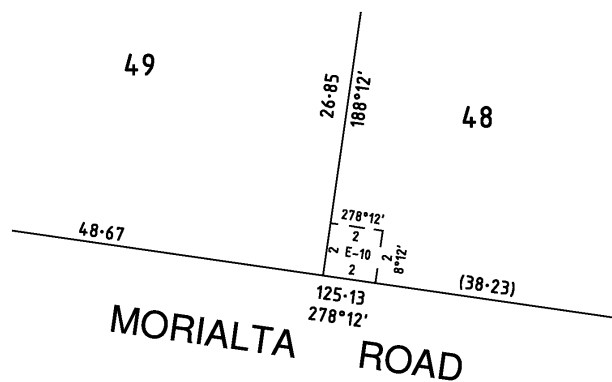
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Sheet 3

DIGITALLY SIGNED BY LICENSED SURVEYOR:
Michael James Molyneux Byrne
REF 8038C/30 VERSION N

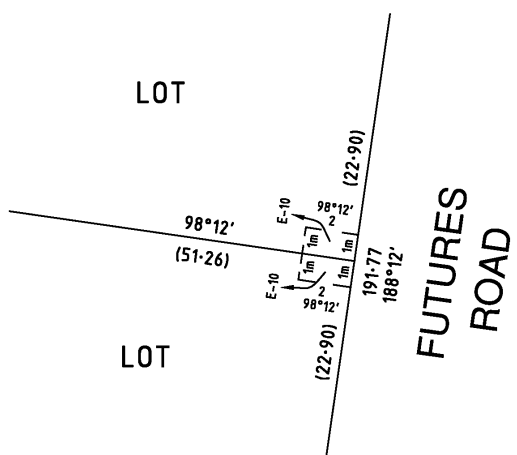
PS735069N



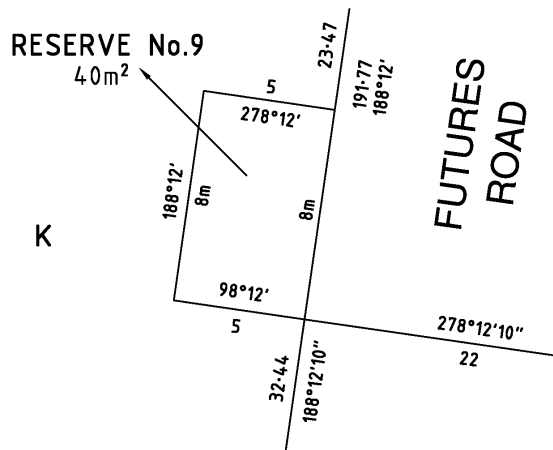
ENLARGEMENT No.1



ENLARGEMENT No.2



ENLARGEMENT No.3
(TYPICAL EASEMENTS BETWEEN LOTS 39 AND 40,
41 AND 42 & 44 AND 45)



ENLARGEMENT No.4

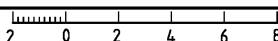


Hellier McFarland

Development Consultants Town Planners Land Surveyors

342 Hawthorn Rd, Caulfield South, VIC 3162
Tel: 03 9532 9951 Fax: 03 9532 9941
www.hmf.com.au | info@hmf.com.au

SCALE 1:200



LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Sheet 4

DIGITALLY SIGNED BY LICENSED SURVEYOR:

Michael James Molyneux Byrne

REF 8038C/30

VERSION N



Plan of Subdivision PS735069N
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S061971V
Plan Number: PS735069N
Responsible Authority Name: Casey City Council
Responsible Authority Permit Ref. No.: PInA00997/14
Responsible Authority Certification Ref. No.: SubA00419/14
Surveyor's Plan Version: 8038C-30 ver N

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

has been made and the requirement has been satisfied for: lots excluding Lots A,B and C at Certification

Digitally signed by Council Delegate: Michele Annette Scarlett

Organisation: Casey City Council

Date: 10/10/2016

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:** ABN 43 320 295 742
Ausdoc: DX 30460 Berwick**Customer Service Centres****Cranbourne** – Cranbourne Park Shopping Centre**Narre Warren** – Civic Centre, Magid Drive**Narre Warren South** – Amberly Park Shopping Centre

17 August 2017

Urban Solutions
PO Box 1213
MORNINGTON VIC 3931

Dear Sir/Madam

Permit No.: PInA00134/17**Address:** 120S Central Parkway CRANBOURNE WEST VIC 3977
Lot A PS 739987A**Proposal:** Development of Warehouses and Reduction in Car Parking

I wish to advise you that your application for the above planning permit was approved by Council on 4 July 2017. Please find enclosed your copy of the Planning Permit.

The granting of this permit does not absolve the person to whom it is granted or any other person from complying with any other Local Law Statute or Regulations.

I also wish to draw your attention to the time limit imposed on the permit. It is the responsibility of the person acting on the permit to seek an extension of time prior to the expiry of this permit.

It is your responsibility to ensure all other relevant permits including Building Septic Health and Local Laws are obtained if required prior to the commencement of any use and/or development.

Yours faithfully

Ben McGeehan

pp

Nick Moore

Team Leader - Statutory Planning

Enc.

PLANNING PERMIT

Permit No. PInA00134/17
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

ADDRESS OF THE LAND:

120S Central Parkway CRANBOURNE WEST VIC 3977 Lot A PS 739987A

THE PERMIT ALLOWS:

Development of Warehouses and Reduction in Car Parking

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Conditions: 1-29 plus notes (Inclusive)

Plans Required

1. Before the development starts, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application (Plan Ref: Site/Floor Plan (Version 1, Reference: 8598 VM01) prepared by KLM Spatial, Elevations (Revision B, Drawing No: TP03) and Landscape Plan (Rev: D, Dated: Drawing No: 4359TP4) prepared by Urban Solutions) but modified to show:
 - (a) Levels of the site and development to the Australian Height Datum (AHD), including ground levels, finished floor levels to the car park and warehouses.
 - (b) 3.0m x 5.0m waste bin storage area provided for each warehouse.
 - (c) Car parking layout on the submitted Landscape Plan (Rev: D, Dated: Drawing No: 4359TP4) amended to reflect the submitted Site/Floor Plan (Version 1, Reference: 8598 VM01).
 - (d) Signage indicated on the site plan stipulating that medium rigid vehicles (8.8 metres) and heavy rigid vehicles (12.5 metres) are not to access the site. Only small rigid vehicles or vans may enter and exit the site (in a forward direction) to the satisfaction of the Responsible Authority.
2. Before the development starts, a schedule of construction materials, external finishes and colours to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the schedule will be endorsed and will then form part of the permit.
3. Before the occupation of the buildings commences, an amended Waste Management Plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved the Waste Management Plan shall be endorsed and shall form part of this permit. The Waste Management Plan must be prepared by a person suitably qualified to address waste disposal and private collection for the proposed development and must include but not limited to the following:

PLANNING PERMIT

Permit No. PInA00134/17
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (a) How and who will collect waste? Consideration must be given to all waste streams including hard waste (and garden waste if applicable) and medical or hazardous waste for safe storage and access for collection.
- (b) Bin quantity, size and colour.
- (c) The garbage and recycling equipment to be used.
- (d) Estimated garbage and recycling generation volumes for the whole development.
- (e) Collection frequency.
- (f) Details on the site plan showing location and space allocated to the garbage and recycling bin storage area and collection point.
- (g) Waste collection point and swept path plans for waste vehicles.
- (h) Details of appropriate signage on site and how owners and occupiers will be informed of the waste management arrangements.
- (i) Waste collection must be outside the peak operation times.

The operator of the use must comply with the approved Waste Management Plan. The Waste Management Plan may only be amended with the written consent of the Responsible Authority.

Before Development Commences

- 4. Development or works must not commence until a Statement of Compliance has been issued for the subdivision creating the subject lot, namely Plan of Subdivision PS735069N, unless with the written consent of the Responsible Authority.

Layout Not Altered

- 5. The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
- 6. Once the development has started it must be continued and completed to the satisfaction of the Responsible Authority.

Actions Prior to the Occupation of the Development

- 7. The buildings must not be occupied until the following works have been completed to the satisfaction of the Responsible Authority:
 - (a) The premises are connected to reticulated water supply, sewerage, drainage and underground electricity to the requirements of the relevant servicing authority.
- 8. The buildings must not be occupied until the following works have been completed to the satisfaction of the Responsible Authority:
 - (a) The premises are connected to reticulated water supply, sewerage, drainage and underground electricity to the requirements of the relevant servicing authority.
 - (b) The area set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:

PLANNING PERMIT

Permit No. PInA00134/17
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

- (i) Constructed.
 - (ii) Properly formed to such levels that they can be used in accordance with the plans.
 - (iii) Surfaced with an all-weather-seal coat.
 - (iv) Drained.
 - (v) Linemarked to indicate each car space and all access lanes.
 - (vi) Clearly marked to show the direction of traffic along access lanes and driveways to the satisfaction of the Responsible Authority.
- (c) All landscaping works shown on the endorsed plan.

Amenity Requirements

9. The development must be managed to the satisfaction of the responsible authority so that the amenity of the area is not detrimentally affected, through the:
- (a) Transport of materials, goods or commodities to or from the land.
 - (b) Appearance of any building, works or materials.
 - (c) Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.
 - (d) Presence of vermin.
10. All pipes, fixtures, fittings and vents servicing any building on the site must be concealed in service ducts or otherwise hidden from view to the satisfaction of the Responsible Authority.
11. No plant, equipment, services or architectural features other than those shown on the endorsed plans are permitted above the roof level of the building without the written consent from the Responsible Authority.
12. The walls on the boundary of the adjoining properties must be cleaned and finished to the satisfaction of the Responsible Authority.
13. Equipment, materials, goods or machinery, whether used in the process of the warehousing use carried out on the site or not, must not be stored or allowed to remain on any part of the site that is visible to the public from off the site.

Landscaping Requirements

14. Before the occupation of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
15. The landscaping shown on the endorsed plans must be maintained in accordance with the endorsed plans to the satisfaction of the Responsible Authority. Areas shown on the endorsed plan as landscaped must not be used for any other purpose.

PLANNING PERMIT

Permit No. PInA00134/17
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Car Parking and Access

16. Medium rigid vehicles (8.8 metres) and heavy rigid vehicles (12.5 metres) are not to access the site. Only small rigid vehicles or vans may enter and exit the site (in a forward direction).
17. Car spaces, access lanes and driveways must be kept available for these purposes at all times.
18. Crossover must be located a minimum of 1.0m away from any service facilities.
19. Proposed crossover must be designed in accordance with City of Casey Standards and construction must be approved by Works Centre
20. Line markings, pavement markings, TGSI's and signage must be provided in accordance with Australian Standards.
21. Lightings at car park and driveway must be provided in accordance with Australian Standards.
22. Paths, pram crossings, crossovers, access ramps and TGSIs must be provided to the DDA requirements and relevant Australian Standards.

Waste Management

23. The storage of any waste and/or recycling bins must be contained to the waste storage area shown on the endorsed plans.
24. Storm water must not be discharged from the site other than by means of an underground pipe drain discharged to an approved outlet to the satisfaction of the Responsible Authority.
25. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates, or into a watercourse or easement drain, but must be treated and/or absorbed on that lot to the satisfaction of the Responsible Authority.
26. The proponent must construct the outfall drainage providing a legal point of stormwater discharge to each unit.
27. Appropriate sediment control measures must be undertaken during construction to ensure that the development site is adequately managed in such a way that no mud, dirt, sand, soil, clay or stones are washed into or allowed to enter the stormwater drainage system.

Goods Storage and Handling

28. The development must comply with the following regulations and standards and:
 - (a) Dangerous Goods (Storage and Handling) Regulations 2000.
 - (b) AS 1940-1988: The Storage and Handling of Flammable and Combustible Liquids.
 - (c) AS 1596-1989: The Storage and Handling of Liquefied Gases.
 - (d) AIP CPI-1992: Code of Practice "The Control of Water Effluent from Service Stations.

PLANNING PERMIT

Permit No. PInA00134/17
Planning scheme Casey Planning Scheme
Responsible authority City of Casey

Permit Expiry

29. This permit will expire if one of the following circumstances applies:

- The development is not started within three years of the date of this permit.
- The development is not completed within five years from the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires; within six months afterwards for the commencement of development; or within 12 months afterwards for the completion of development.

Notes:

- (i) On completion of works, Council's Planning Investigations Officer is to be contacted in order to arrange an inspection of the site.
- (ii) Unless no permit is required under the Planning Scheme, advertising signs must not be constructed or displayed without a further permit.
- (iii) This permit is issued only for the development of the land. A separate planning permit may be required for the use of the land under the Casey Planning Scheme.
- (iv) Prior to the commencement of works, a permit must be obtained through Council's Works and Operations Department for the construction of a crossover.
- (v) Stormwater from this development should be directed to the legal point of stormwater discharge. The legal point of stormwater discharge for this property is located in the north-east (front) corner/boundary as indicated on the plan of construction R4811.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

Applicant's Name & Address: Urban Solutions
PO Box 1213
MORNINGTON VIC 3931

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

(NOTE: This Is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987**.)

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

WHEN DOES A PERMIT BEGIN?

A Permit operates:

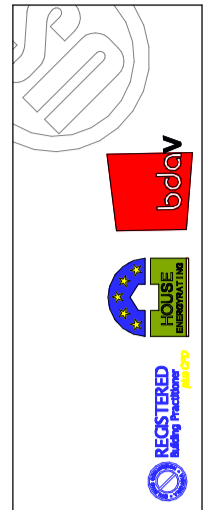
- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued in any other case.

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:-
 - the development or at any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivisions Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if:-
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:-
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision:-
 - the use or development of any stage is to be taken to have started when the plan is certified; and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the responsible authority.
- Details about applications for review and fees payable can be obtained from the Victorian Civil and Administrative Tribunal.



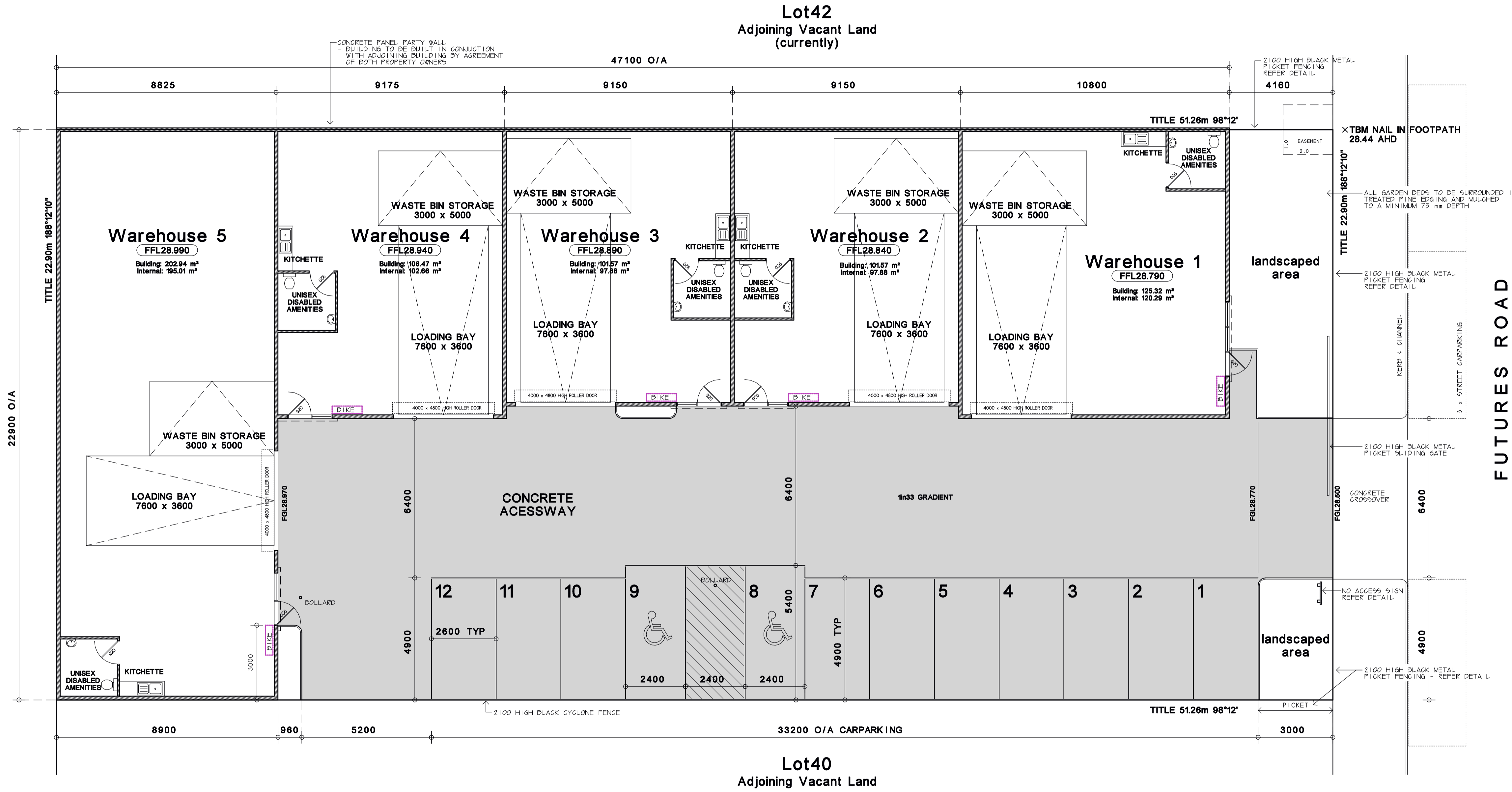
SITE ENVIRONMENT DESIGN INFORMATION

Site:	Futures Road, Cranbourne West		
Postcode:	3977	Lot:	41
Plan:	PS735069N		
Volume:	-	Folio:	-
Way's Ref:	-		

P01	Climate Zone:	For thermal design / thermal performance assessment	ZONE 6
P02	Designated Termite Prone Area:		YES
P03	Designated Flood Prone Land:	Specified Flood Level:	NO
P04	Alpine Area:		NO
P05	Designated Bushfire Prone Area:	Specified Attack Level (BAL):	TBA
P06	Wildfire Management Overlay Area:		NO
P07	Septic Sewerage System:		NO

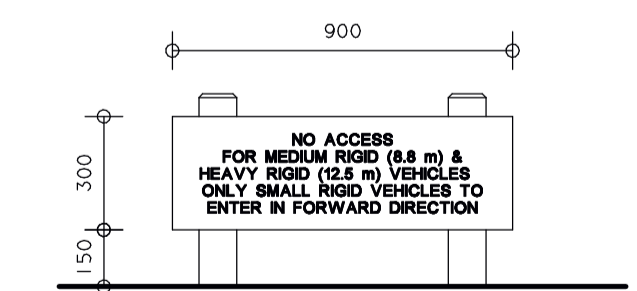
Site Analysis

Site:	1173.85 m ²
Total Building:	637.86 m ² NOT INCLUDING 1/2 PARTY WALL
Site Coverage:	54.34 %
Hardsurface:	474.83 m ² 40.45 %
Landscaped Areas:	61.16 m ² 5.21 %

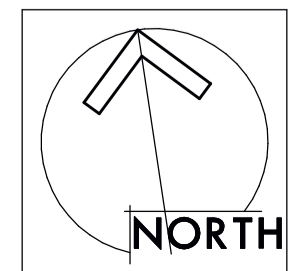


Site/Floor Plan

- DIKE**: 5 x BICYCLE STORAGE AREAS
- APPROVED HANGING HOOK
- INSTALLED TO MANUFACTURER'S SPECIFICATIONS
- SIGNAGE, 300 x 450 WITH WHITE BICYCLE ON BLUE BACKGROUND



Sign Detail SCALE 1:20



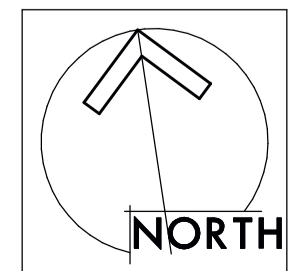
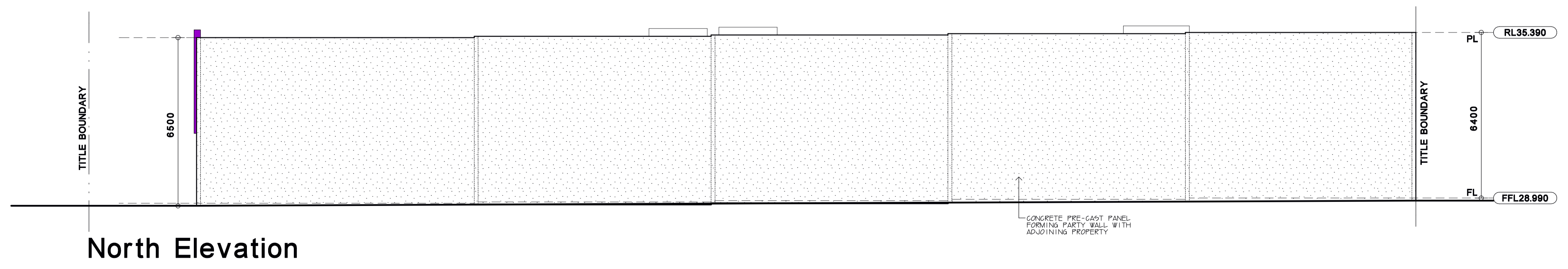
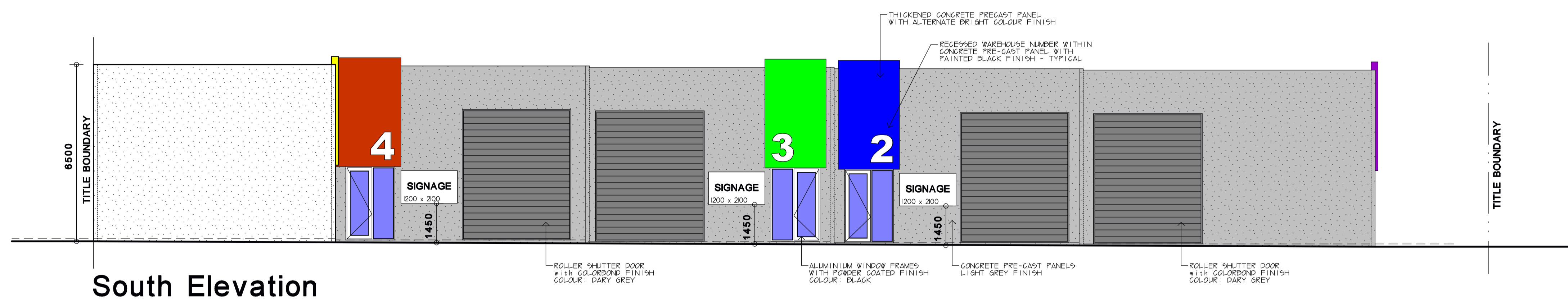
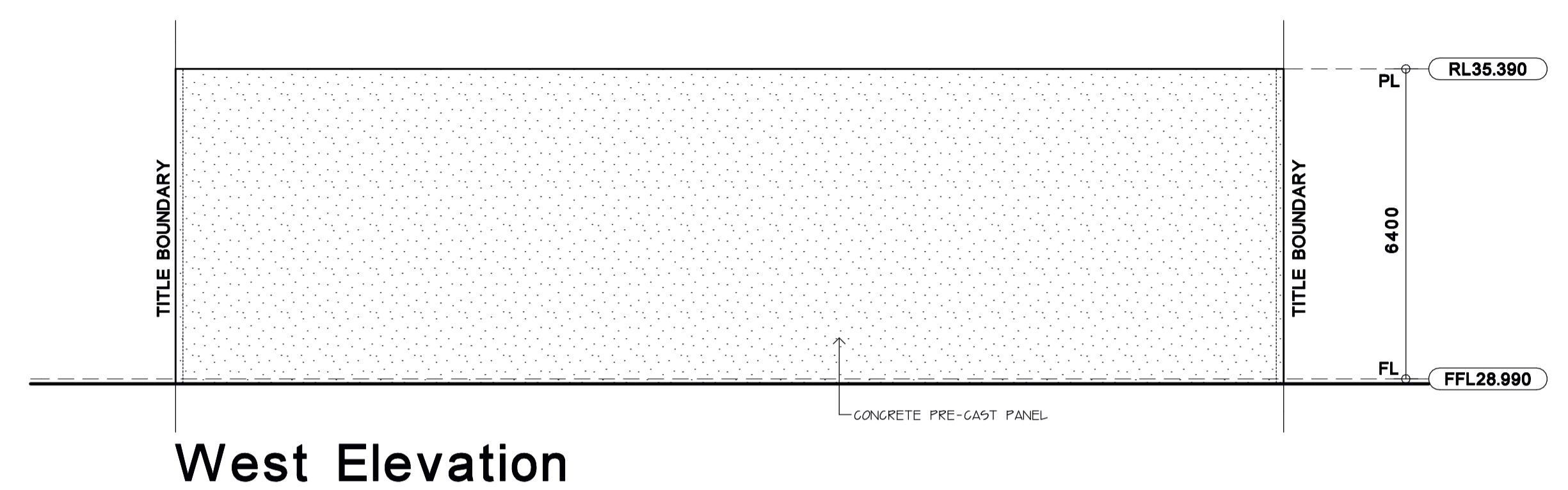
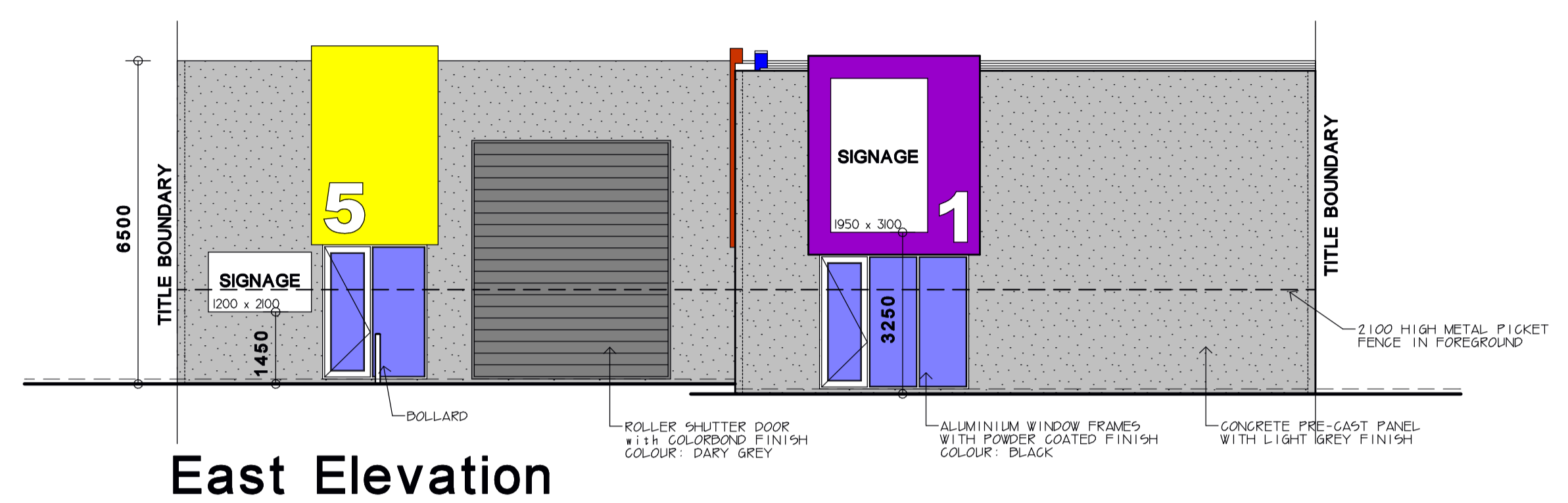
WAREHOUSE DEVELOPMENT

Lot 41 Futures Road, Cranbourne West

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REV	REVISION DESCRIPTION	DATE
C	UPDATE FRONT FACADE WINDOW	02/03/17
D	UPDATE TO COUNCIL LETTER 03/04/17	15/04/17
E	UPGRADE TO CONDITION 1 PERMIT	21/07/17

Date:	FEB '17	A1
Scale:	1:100	
Design:	W.A.D.	
Drawn:	W.A.D.	
Sheet:	3	Total
Drawing No:	4359TP1	Rev:
	E	

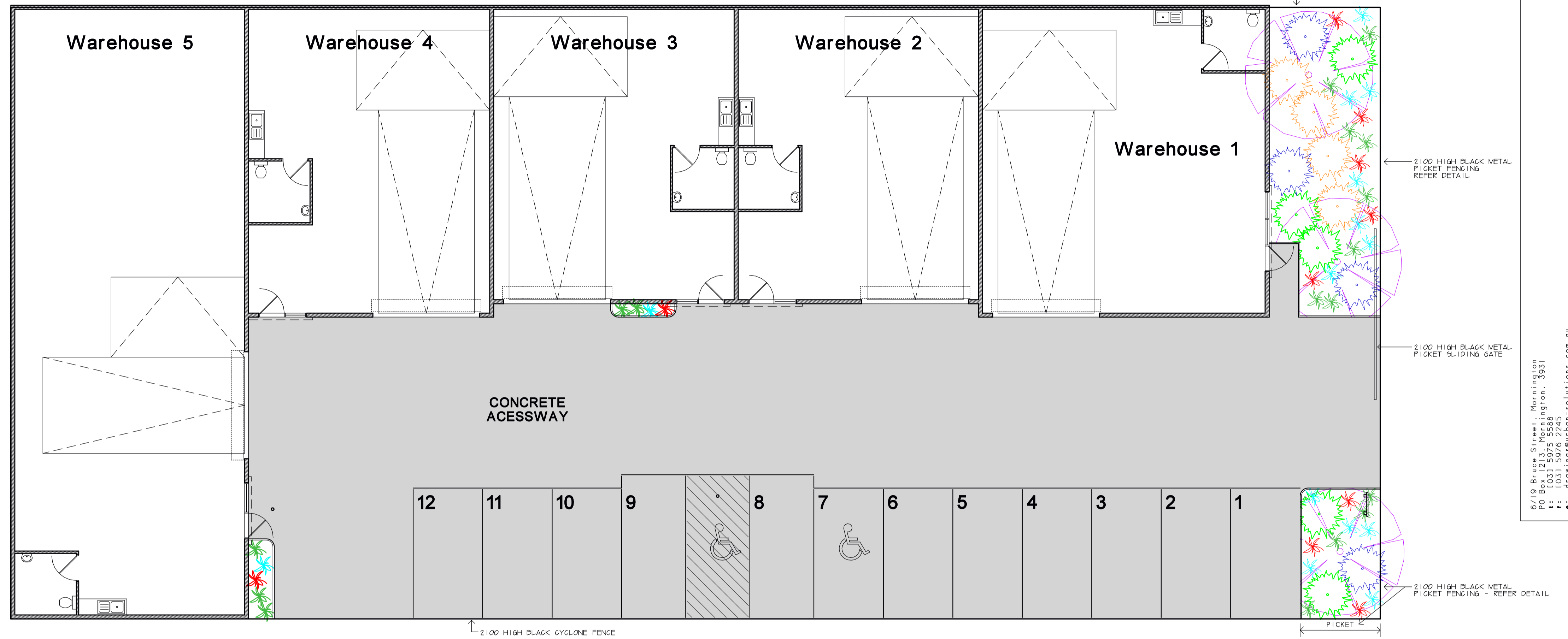


PROJECT: **WAREHOUSE DEVELOPMENT**
Lot 41 Futures Road, Cranbourne West

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Drawn:	W.A.D.	
Sheets:	3	Total
Drawing No:	4359TP2	Rev:
		E



Fence Detail

SCALE 1:50

FINISH: BLACK POWDER-COATED FINISH

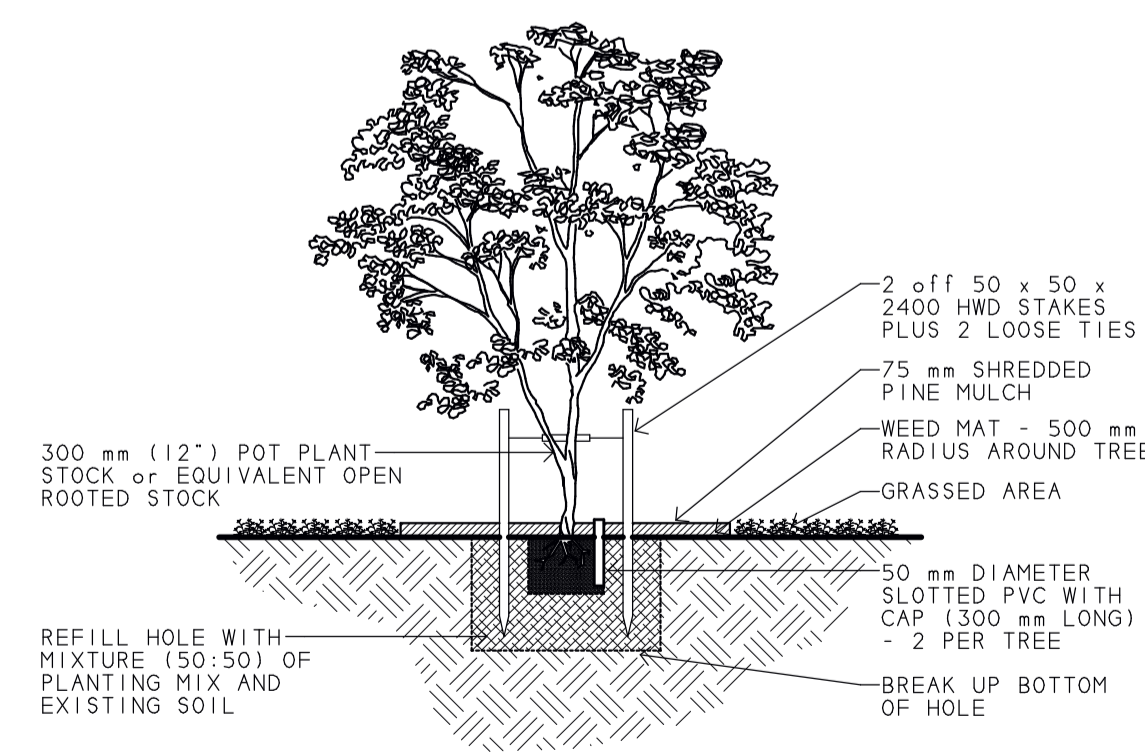
Landscape Specifications

- Site Preparation**
 Where site is grassed or heavily weeded, the area shall be spray poisoned with Roundup (or similar product), using red colored dye in the mix. Two applications, 3 weeks apart will be required to totally remove unwanted vegetation.
- Grading for Garden Beds and Grassed Areas**
 Existing subgrade shall be excavated or filled to 175mm below finished grade in garden beds to allow for 75mm topsoil and 100mm mulch.
 Allow for 50mm soil cover in lawn areas, for imported loam to finish flush with edge and instant lawn to sit over.
 Any imported fill to be free of builders rubble, logs, weeds or any foreign material over 50mm diameter.
 All fill material to be compacted in layers of 150mm to properly consolidate subgrade, avoiding ongoing settlement.
- Tree Protection**
 Where existing trees have been identified, both within the property and on adjacent properties, for retention within the overall landscape development the shall be protected in accordance with specification separately attached if required.
- Lawn Areas**
 Subgrade to be cultivated to a depth of 100mm following application of Gypsum to clay soils at rate of 2kg/aggregate metre. Soil to be spread to an even thickness of 50mm and will be:-
 .Free from extraneous material greater than 25mm diameter
 .Free from perennial weeds and their roots, bulbs or rhizomes
 .Ph. to be 6.0-7.0
 .Texture to be light, friable sandy loam - not packing sand and/or its derivative
 .Free from silt or clay material
 .Lawn areas to be edged Formboss edging as per manufacturers specification and shown with non-invasive grass species eg: Kentucky Blue Grass, in accordance with rates specified by grasser.
- Shrub Areas**
 Subgrade to be rotory hoed to a depth of 100mm. Gypsum added if clay present. Soil as per above description added to a depth of 75mm then covered with fine shredded pine mulch to a depth of 100mm.
- Planting**
 Plant materials to be of the species, quantity and container size as shown in the planting schedule. Plants will not be substituted without the consent of the designer and Responsible Authority. Plants to be healthy nursery stock, free from disease, injury, insects, all weeds and roots of weeds. Planting to be carried out in accordance with standard drawings as shown on landscape plan.
- Lilydale Topping Areas**
 Lilydale Toppings to be used in narrow and/or highly trafficked areas in preference to lawn. Toppings to be laid on 75mm depth consolidated crushed rock to a depth of 50mm. Surface to be compacted using a vibrating plate.
- Paved Areas**
 Large pavers - 400 x 400 x 60mm to be laid on mortar over 75mm thickness reinforced concrete base. Colour and make to be chosen by client to suit garden and unit design. Pavers to be graded to ensure water is directed toward lawn and/or grassed areas and absorbed.
- Irrigation**
 Should irrigation of the site be required by the Responsible Authority, then the following will apply:
 .No allowance for watering lawn area establishment under current restrictions.
 .Dip irrigation to be supplied for all shrubs/tree areas including:
 (a) Battery operated timer connected to
 (b) Water filter - pressure regulator backflow preventer, vacuum breakers and master valve which opens in conjunction with other line valves.
 (c) 25mm pipe for long runs and 15mm pipe for short runs connected to driplines.
- Maintenance Schedule**
 The following maintenance schedule shall apply to all landscaped areas for 24 months following Practical Completion. Work to be carried out by owner or body corporate:-
 .plants, including grass, to be regularly checked for pests and diseases and appropriate treatments applied where necessary.
 .pruning to ensure good shape and remove dead limbs shall be undertaken at 3 month intervals
 .additional applications of Osmocote to be applied in accordance with manufacturers recommendations
 .all plants to be regularly watered during summer months and periods of dryness
 .mowing to be carried out regularly, mower blade height to be set at 50mm above ground height.
 .within maintenance period dead specimens are to be replaced with plants of equal size
 .both hand and chemical weed control to be used throughout maintenance period.

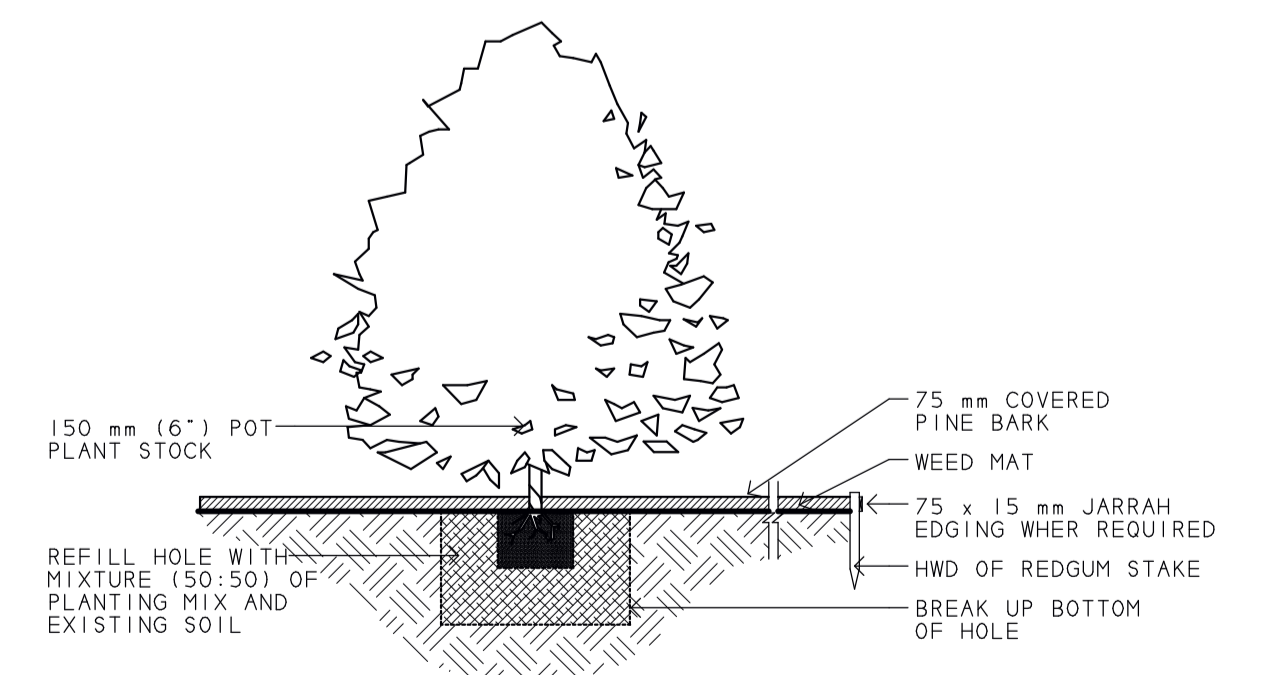
Landscape Plan

Planting Schedule

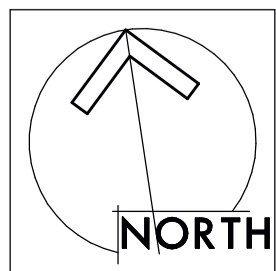
	BOTANICAL NAME	COMMON NAME	MATURE HEIGHT (mm)	MATURE WIDTH (mm)	POT SIZE (mm)	QTY
TREES						
	AGONIS FLEXUOSA	WILLOW MYRTLE	9000	6000	250	3
SHRUBS						
	INDIGOFERA AUSTRALIS	AUSTRAL INDIGO	2000	2000	140	5
	BANKSIA SPINULOSA var CARNIGHAMI	HAIRPIN BANKSIA	1500	2000	200/140	4
	PIMELEA HUMILIS	COMMON RICA FLOWER	500	1000	140	4
GRASSES & TUSsock PLANTS						
	PENNISETUM ALOPECUROIDES	PENNSTRIP FOUNTAIN GRASS	450	500	140/100	17
	POA POIFORMIS KINGSDALE	BLUE TUSsock GRASS	450	450	100/TUBE	14
	CARREX APPRESA	TALL SEDGE	1000	800	140/100	10



General Tree Planting Detail



General Shrub Planting Detail




WAREHOUSE DEVELOPMENT
 Lot 41 Futures Road, Cranbourne West

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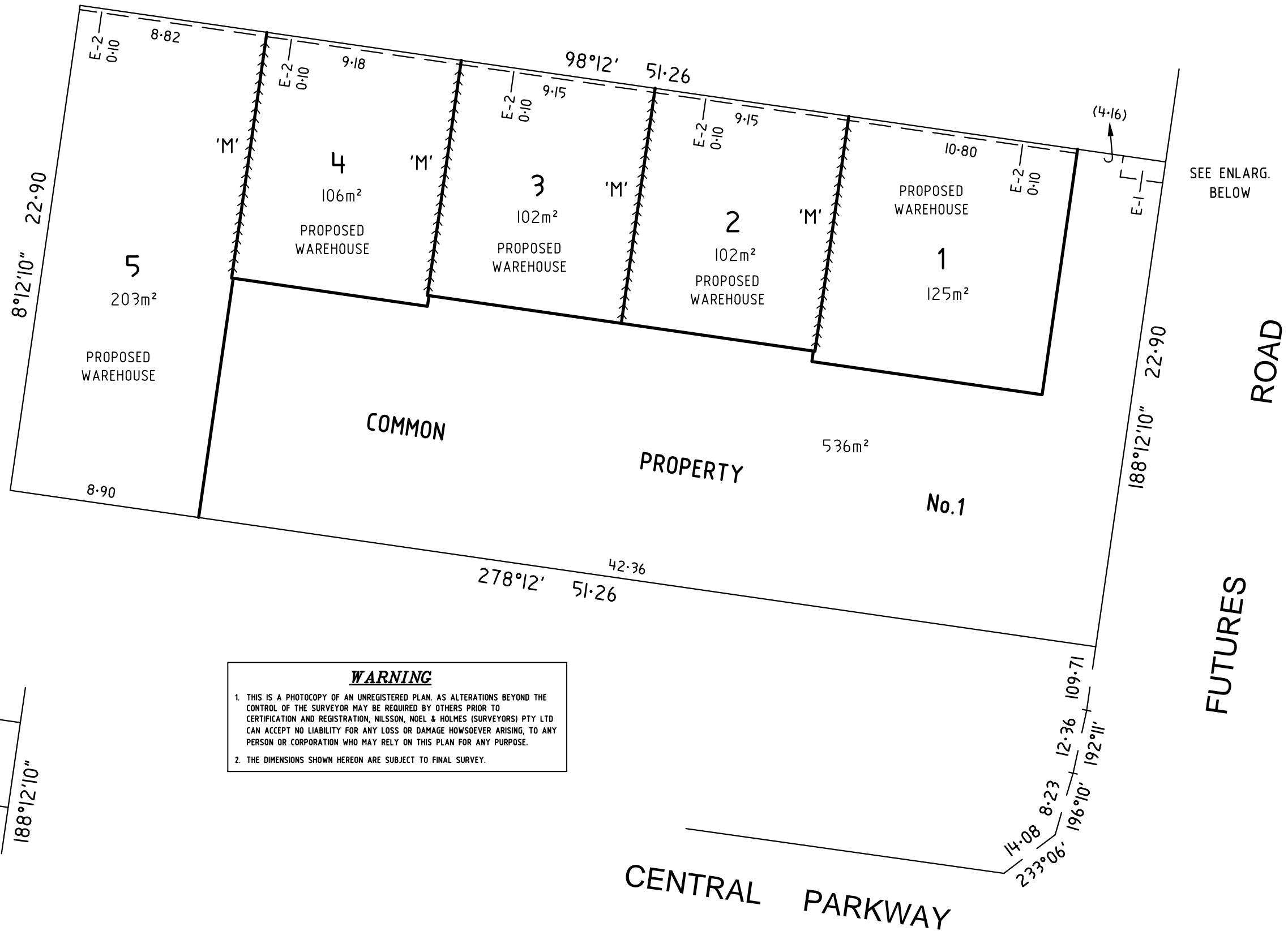
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Date:	FEB'17	A1
Scale:	1:100	
Design:	W.A.D.	
Drawn:	W.A.D.	
Sheet:	3	Total
Drawing No:	4359TP3	Rev:

PLAN OF SUBDIVISION			LV USE ONLY EDITION	PLAN NUMBER PS 816314C
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: LYNDHURST Township: - Section: - Crown Allotment: 18^B (PART) Crown Portion: - Title Reference: VOL 11894 FOL 322 Last Plan Reference: LOT 41 ON PS 735069N Postal Address: FUTURES ROAD, (at time of subdivision) CRANBOURNE WEST 3977 MGA94 Co-ordinates: E 346 580 Zone: 55 (of approx. centre of land in plan) N 5 782 480</p>			<p>Council Name: CITY OF CASEY</p>	
VESTING OF ROADS AND / OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		<p>Boundaries shown by continuous thick lines are defined by buildings.</p> <p>Location of boundaries defined by buildings.</p> <p>Median: BOUNDARIES SHOWN HATCHED THUS 'M' ←←←←←</p> <p>Exterior Face: ALL OTHER BOUNDARIES</p>	
NIL	NIL			
NOTATIONS			<div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: fit-content;"> <p style="text-align: center; margin: 0;"><u>WARNING</u></p> <p style="font-size: 8px; margin: 0;">1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.</p> <p style="font-size: 8px; margin: 0;">2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.</p> </div>	
<p>THIS IS A SPEAR PLAN.</p> <p>Depth Limitation: DOES NOT APPLY</p> <p>Staging: This is not a staged subdivision. Planning Permit No.</p> <p style="text-align: center;">OWNERS CORPORATION NOTATION</p> <p style="text-align: center;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.</p> <p style="text-align: center;">FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. 52</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	SUPPLY OF ELECTRICITY	SEE DIAG.	PS 735069N	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-2	PARTY WALL	0.10	THIS PLAN	LOT 42 ON PS 735069N
<p>Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au</p> 		<p>REF: 7461 DWG No. 7461S 03/08/2017</p> <p>LICENSED SURVEYOR: STANLEY G. JEFFREYS VER 01</p>		<p>ORIGINAL SHEET SIZE: A3</p> <p>Sheet 1 of 2 sheets</p>

PLAN OF SUBDIVISION

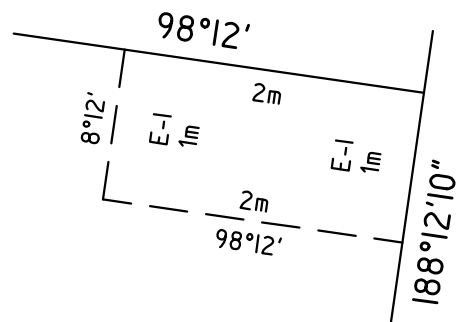
PLAN NUMBER
PS 816314C



SEE ENLARG.
BELOW

WARNING

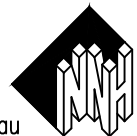
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2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.



ENLARGEMENT
SCALE 1:50

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615
Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977
Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au



SCALE
1:200



LENGTHS ARE IN METRES

REF: 7461 DWG No. 7461S 03/08/2017

LICENSED SURVEYOR:
STANLEY G. JEFFREYS VER 01

ORIGINAL SHEET
SIZE: A3

SHEET 2

OWNERS CORPORATION SCHEDULE

PLAN NUMBER
PS 816314C

Owners Corporation 1

Plan No. PS 816314C

Land affected by Owners Corporation: LOTS 1, 2, 3, 4, 5 AND COMMON PROPERTY No.1

Limitations of Owners Corporation: UNLIMITED

Notations:

WARNING

1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.

LOT ENTITLEMENT AND LOT LIABILITY

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	120	120						
2	98	98						
3	98	98						
4	103	103						
5	195	195						
TOTAL	614	614						

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners
8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au



REF: **7461** DWG No. **7461S** 03/08/2017

LICENSED SURVEYOR:
STANLEY G. JEFFREYS VER 01

ORIGINAL SHEET
SIZE: A3

Sheet 1 of 1 sheets



CERTIFICATE No: 46381486 DATE: 05/09/2017

PLANNING CERTIFICATE

Client: Kelly & Chapman
DX: 37502 Bentleigh

Matter Ref: EMP:34415
Vendor: 41 FUTURES PTY LTD
Purchaser:

Subject Property: LOT 41, 21-23 FUTURES ROAD CRANBOURNE WEST VIC 3977

Title Particulars: Vol 11894 Fol 322

Municipality: CASEY

Planning Scheme: CASEY PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: CASEY CITY COUNCIL

Zone: URBAN GROWTH ZONE - SCHEDULE 1

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: Not Applicable

Design and Development Overlay: Not Applicable

Development Contributions Plan Overlay: DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 12

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: Not Applicable

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

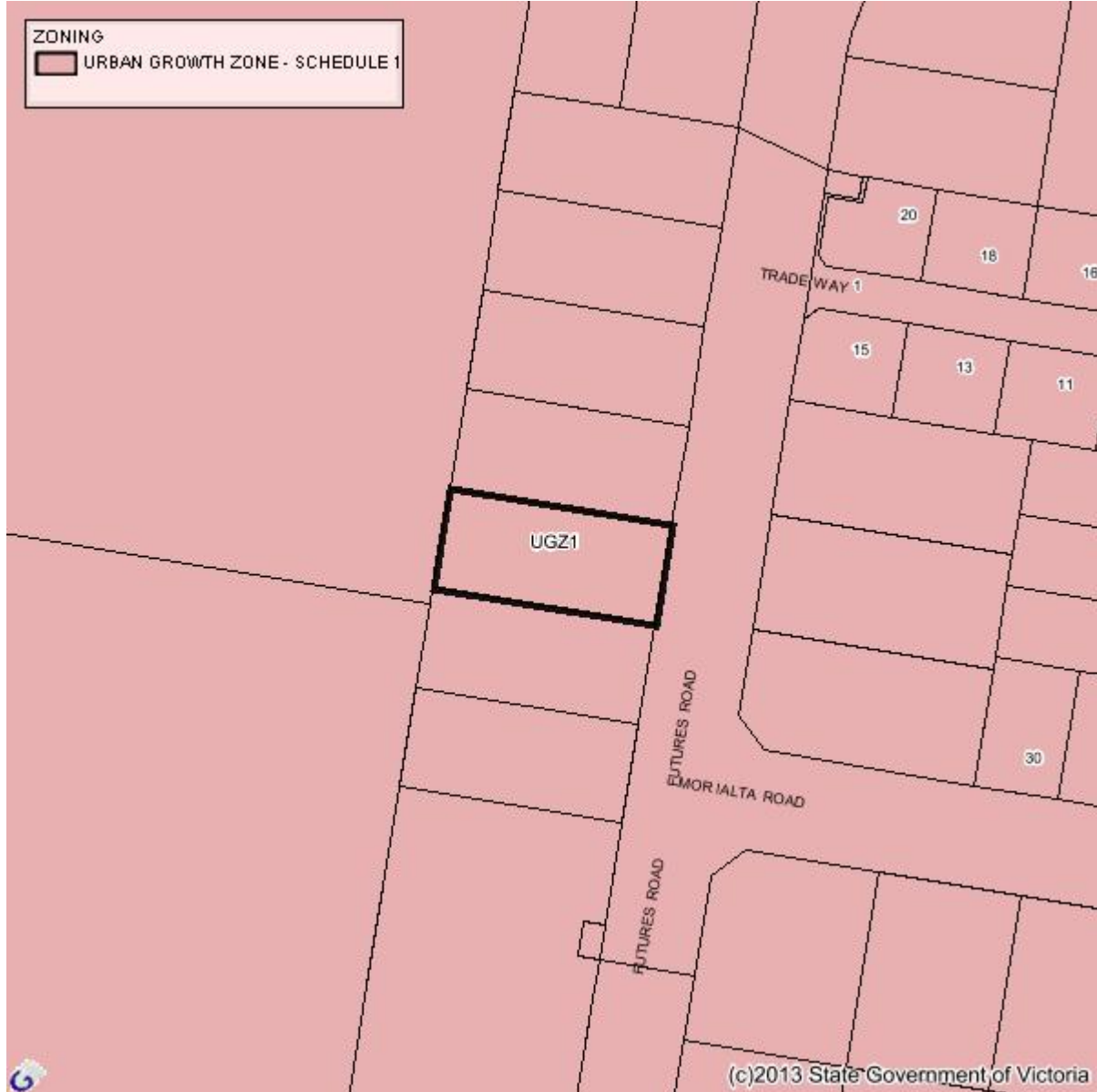
Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: CASEY C165 PROPOSES TO INTRODUCE A NEW LOCAL POLICY AT CLAUSE 22.23 - SHARED ACCOMMODATION POLICY

Additional Notes: STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.

PLANNING CERTIFICATE



This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided.

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 3805ABN: ABN 43 320 295 742
Ausdoc: DX 30460 Berwick**Customer Service Centres**

Cranbourne – Cranbourne Park Shopping Centre

Narre Warren – Civic Centre, Magid Drive

Narre Warren South – Amberly Park Shopping Centre



LAND INFORMATION CERTIFICATE

SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: CerR/C048114
Your Reference: 46381486:73777797

Issue Date: 06 September 2017

SAI Global
PO Box 447
SOUTH MELBOURNE VIC 3205

Property Number:	137843
Property Address:	120S Central Parkway CRANBOURNE WEST VIC 3977
Property Description:	Lot A PS 739987A
Land Area:	114,800 sqm

Valuation Date	1/07/2017	Effective Date	1/07/2017
Site Value	\$5,590,000		
Capital Improved Value	\$5,590,000		
Net Annual Value	\$279,500		

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

Details for financial year ending 30th June 2018

Rate Category		
Current Year's General Rates	17,751.10	
Current Year's Fire Service Levy	788.98	
Current Rates Year's Charges - SUB TOTAL		18,540.08
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$18,540.08

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 15/02/2018.

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:** ABN 43 320 295 742
Ausdoc: DX 30460 Berwick**Customer Service Centres****Cranbourne** – Cranbourne Park Shopping Centre**Narre Warren** – Civic Centre, Magid Drive**Narre Warren South** – Amberly 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 **CerR/C048114**.

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

Trevor Riches

Team Leader Rates and Valuations

PLEASE NOTE:

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

Lot 41, 21-23 Futures Road Cranbourne West has been assessed as vacant land. Any improvements made to the property, may be subject to supplementary rate and valuation.

Lot 41, 21-23 Futures Road Cranbourne West has not been separately assessed and is subject to a supplementary rate and valuation.



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

SAI GLOBAL - PSP
E-mail:
authority@property.saiglobal.com

Statement for property:
LOT 41 FUTURES ROAD
CRANBOURNE WEST 3977

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53F//13527/00002	46381486:7377799	07 SEP 2017	29421931

1. Statement of Fees Imposed

(a) By Other Authorities

(b) By South East Water

TOTAL UNPAID BALANCE \$0.00

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If 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 (Disposition of Land) Regulations 2010. 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.

AUTHORISED OFFICER:

HAMISH REID
GENERAL MANAGER
CUSTOMER GROUP

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

- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

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.

AUTHORISED OFFICER:



HAMISH REID
GENERAL MANAGER
CUSTOMER GROUP

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



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

3. Disclaimer

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

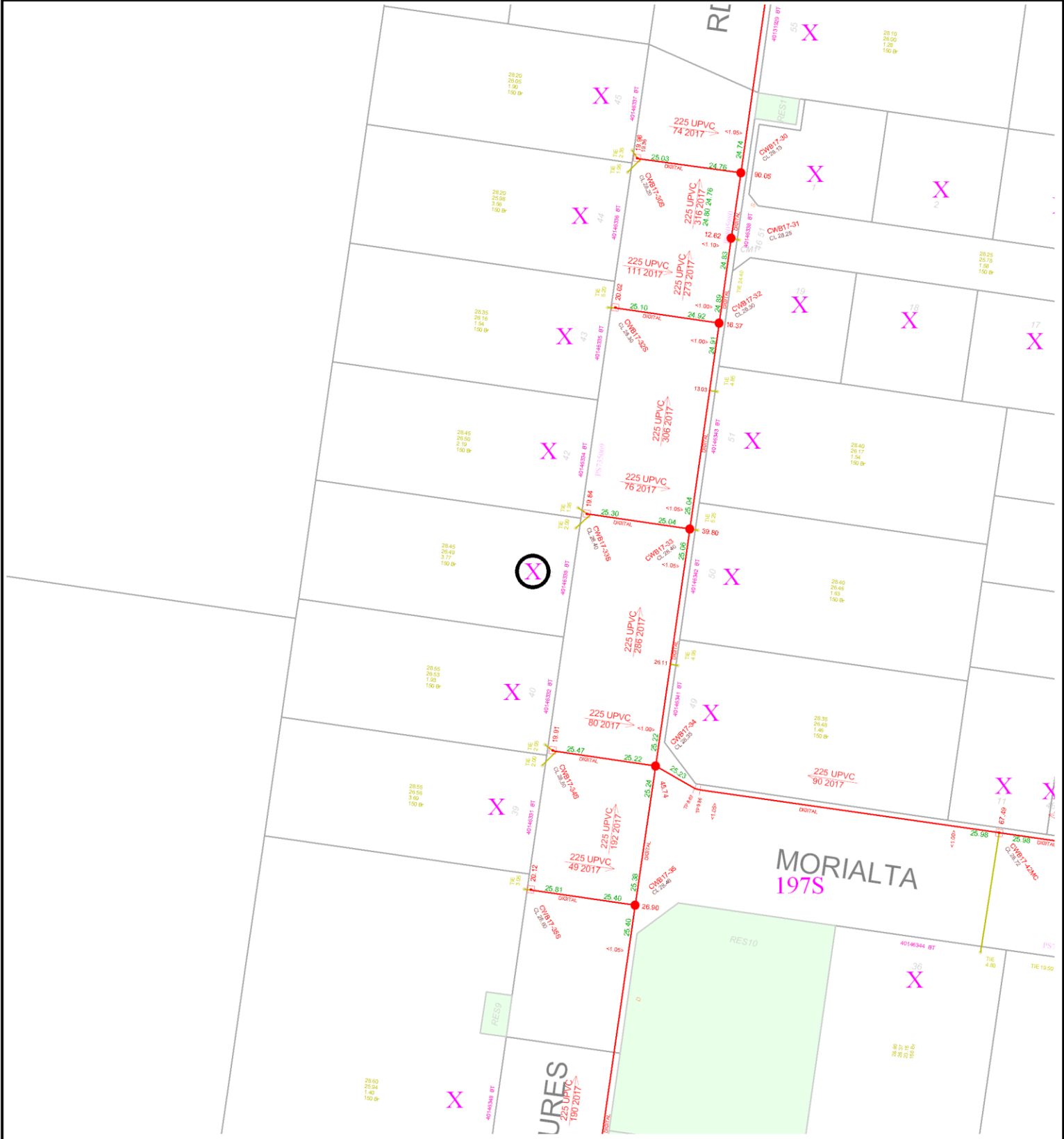
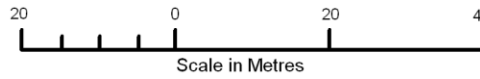
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

A handwritten signature in blue ink, appearing to read "Hamish Reid".

HAMISH REID
GENERAL MANAGER
CUSTOMER GROUP

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



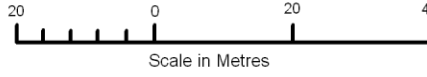
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly,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

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

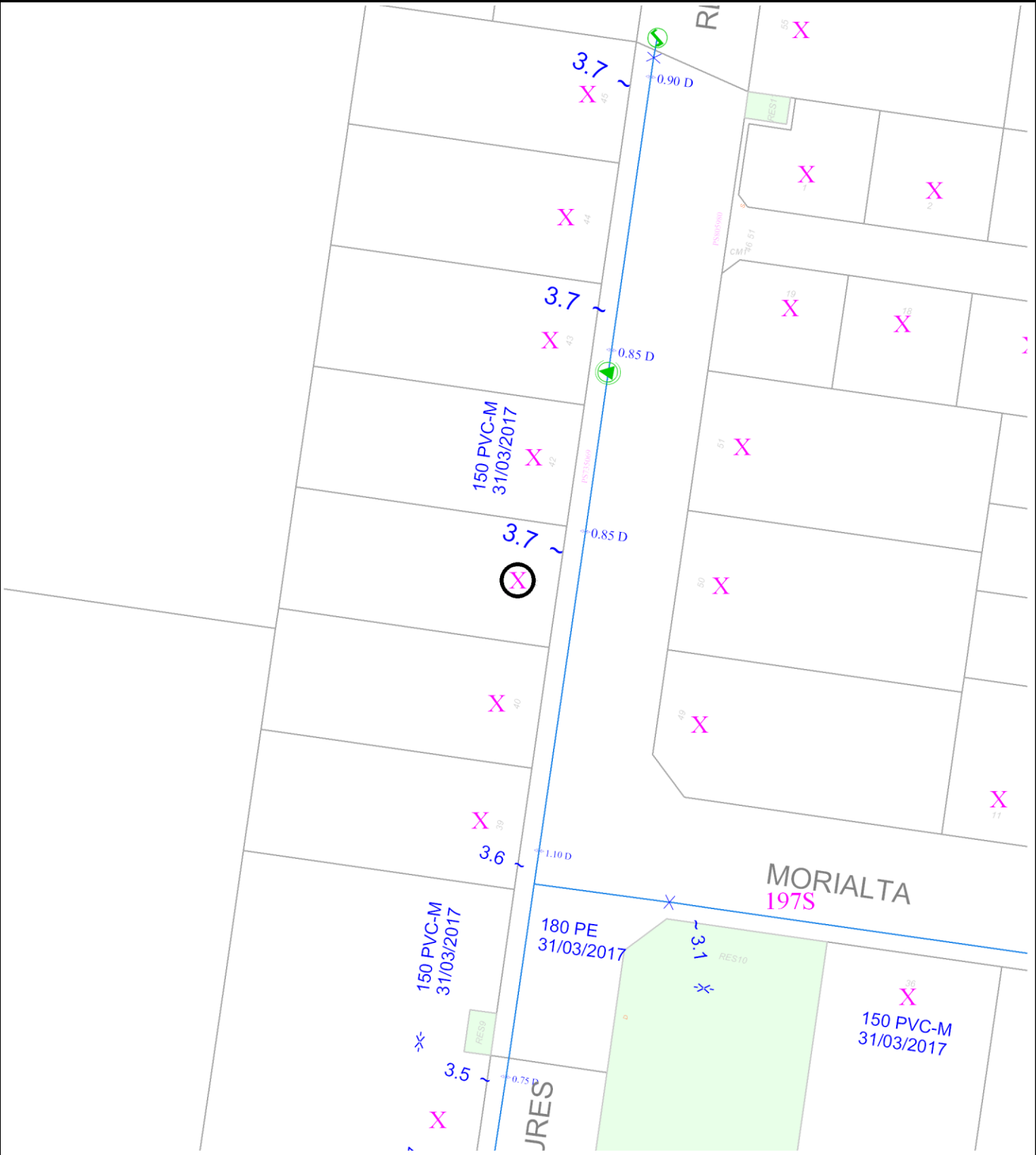


Property: Lot 41 LOT 41 FUTURES ROAD CRANBOURNE WEST 3977

Case Number: 29421931



Date: 07SEPTEMBER2017



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
	Hydrant
	Fireplug/Washout
	Offset from Boundary



Case Number: 29421931

Date: 07SEPTEMBER2017



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

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

Land Tax Clearance Certificate

Land Tax Act 2005



KELLY & CHAPMAN VIA SAI GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 46381486:73777798

Certificate No: 16834100

Issue Date: 08 SEP 2017

Enquiries: DXF2

Land Address: LOT 41 FUTURES ROAD CRANBOURNE WEST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
REFER TO ATTACHMENT						

Vendor: 41 FUTURES PTY LTD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
REFER TO ATTACHMENT				

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments: Refer to attachment

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$90,404

AMOUNT PAYABLE: \$334.46

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 16834100

Land ID: 43189196

Amount Payable: \$334.46

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 16834100

- Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
- If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - the vendor, or
 - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$90,404

Land Tax = \$0.00

Calculated as \$0 plus (\$90,404 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Land Tax Clearance Certificate

Land Tax Act 2005

Certificate No: 16834100



Land Address: LOT 41 FUTURES ROAD CRANBOURNE WEST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
43189196	41	735069	11894	322	\$30,679	\$113.50

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
CRANBOURNE WEST UNIT TRUST	2017	\$619.07	\$0.00	\$113.50

Total Amount Payable for Property: 43189196 \$113.50

Comments: Land Tax of \$619.07 has been assessed for 2017, an amount of \$505.57 has been paid. Land Tax will be payable but is not yet due - please see note 5 on reverse.

Land Address: LOT 41 FUTURES ROAD CRANBOURNE WEST VIC 3977

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
43189201	41	735069	11894	322	\$59,725	\$220.96

Assessed Owner	Years	Proportional Tax	Penalty/Interest	Total
CRANBOURNE WEST UNIT TRUST	2017	\$1,205.17	\$0.00	\$220.96

Total Amount Payable for Property: 43189201 \$220.96

Comments: Land Tax of \$1,205.17 has been assessed for 2017, an amount of \$984.21 has been paid. Land Tax will be payable but is not yet due - please see note 5 on reverse.

Total: \$90,404 \$334.46



CERTIFICATE No: 46381486 DATE: 05/09/2017

ROADS CERTIFICATE

Client: Kelly & Chapman
DX: 37502 Bentleigh

Matter Ref: EMP:34415
Vendor: 41 FUTURES PTY LTD
Purchaser:

Subject Property: LOT 41, 21-23 FUTURES ROAD CRANBOURNE WEST VIC 3977

Title Particulars: Vol 11894 Fol 322

Municipality: CASEY

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

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.