



Contract of sale

482 Harvest Home Road, Epping, Victoria,
3076 (being lot 5062 on plan of subdivision
PS744138U)

Lendlease Communities (Australia) Limited
ACN 000 966 085 (**Vendor**)

Creation Homes Vic Group Pty Ltd
(**Company**)

CHARLES CAMILLERI + MARILOU CAMILLERI AND OR NOMINEE

(**Purchaser**)

Form 1

Estate Agents Act 1980 Regulation 5(a)
CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 482 Harvest Home Road, Epping, Victoria

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 conditions set out in this contract.

The terms of this contract are contained in the:

- * Particulars of sale;
- * 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 (Vic)** in accordance with Division 2 of Part II of that Act; and
- * a copy of the full terms of this contract.

The authority of a person signing:

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER ... See signing page.....

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 days if none specified).

SIGNED BY THE VENDOR ... See signing page

Print name of person signing:

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

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;
- * the property is used primarily for industrial or commercial purposes;
- * the property is more than 20 hectares in size and is used primarily for farming;
- * you and the vendor have previously signed a contract for sale of the same land in substantially the same terms; or
- * you are an estate agent or a corporate body.

Sale of land subject to approval of plan (Section 9AA (1A) Sale of Land Act 1962)

A substantial period of time may elapse between the day on which you sign the contract and the day on which you become the registered proprietor of the property.

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

Subject to the limit set by section 9AA(1)(b) of the **Sale of Land Act 1962**, you may negotiate with the Vendor about the amount of the deposit monies payable under the contract.

Signing Page

Date of signing by the Vendor: 11 / 2 / 2020

Executed by Lendlease Communities (Australia) Limited by its attorneys under power of attorney dated 9 September 2019 who declare that they have no notice of revocation of the power of attorney


Signature of witness


Signature of attorney

Michelle Denier
Name of witness (print)

AUCIA DAVIDGE
Name of attorney (print)

Executed by the Company as a deed on: / / 20

Executed by Creation Homes Vic Group Pty Ltd in accordance with Section 127 of the Corporations Act 2001 (Cth)

Signature of director

Signature of director/company secretary (Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Executed by the Purchaser as a deed on: 7 / 1 / 20 20

Signed sealed and delivered by

X Charles Camilleri in the presence of

X 
Signature of witness

X 
Signature of Purchaser

X Arthur Vlanes
Name of witness (print)

Signing Page

Date of signing by the Vendor: / / 20

Executed by Lendlease Communities (Australia) Limited by its attorneys under power of attorney dated 9 September 2019 who declare that they have no notice of revocation of the power of attorney

Signature of witness

Signature of attorney

Name of witness (print)

Name of attorney (print)

Executed by the Company as a deed on: / / 20

Executed by Creation Homes Vic Group Pty Ltd in accordance with Section 127 of the Corporations Act 2001 (Cth)

Signature of director

Signature of director/company secretary
(Please delete as applicable)

LUKE CHRISTIAN HARTMAN

CAROLINE CHRISTINE LAMSHED

Name of director (print)

Name of director/company secretary (print)

Executed by the Purchaser as a deed on: 7 / 1 / 20 20

Signed sealed and delivered by

Charles Camilleri In the presence of

Arthur Vlanes
Signature of witness

[Signature]
Signature of Purchaser

Arthur Vlanes
Name of witness (print)

If 2nd
Purchaser Sign
&
Witness Sign

Signed sealed and delivered by
X Maribu Camilleri in the
presence of

X [Signature]
Signature of witness

X [Signature]
Signature of Purchaser

X Arthur Vlanez
Name of witness (print)

Signed sealed and delivered by
_____ in the
presence of

Signature of witness

Signature of Purchaser

Name of witness (print)

Executed by _____
in accordance with Section 127 of the
Corporations Act 2001 (Cth)

Signature of director

Name of director (print)

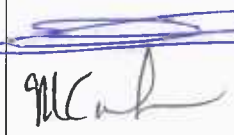
LUKE CHRISTIAN HARTMAN

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT	Lendlease Realty Pty Limited trading as Epping North Real Estate Ref: Lachlan Moore Email: Lachlan.Moore@lendlease.com Tel: 03 9643 0285
VENDOR	Lendlease Communities (Australia) Limited ACN 000 966 085 Level 14, Tower Three, International Towers Sydney Exchange Place, 300 Barangaroo Avenue, Barangaroo, New South Wales, 2000
VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER	MinterEllison Level 17N, 525 Collins Street, Melbourne, Victoria, 3000 Ref: MKMATAAF PZM Email: kieren.mataafa@minterellison.com DX: 204 Melbourne Tel: 03 8608 2838 Fax: 03 8608 1344
COMPANY	Creation Homes Vic Group Pty Ltd ACN 630 415 119 Level 4, 484 St Kilda Road, Melbourne, Victoria, 3004
PURCHASER	Name: CHARLES CAMILLERI + MARILOU CAMILLERI AND OR NOMINEE Address: ^{EI} 62 GRIEG DRIVE, MERNDA VIC 3754 Email: charles.camilleri@sheengroup.com.au Tel: 0418 142 236 Fax: _____ CC MC
PURCHASER'S FIRB DECLARATION	The Purchaser declares that: <input type="checkbox"/> *The Purchaser is a foreign person under the <i>Foreign Acquisition & Takeovers Act 1975</i> (Cth) and require FIRB Clearance to purchase the Property. <input checked="" type="checkbox"/> *The Purchaser is either: (a) an Australian or New Zealand citizen or a person holding an Australian permanent resident visa or (b) where the Purchaser is described as joint tenants in these particulars, both individuals are Australian or New Zealand citizens or hold Australian permanent resident visas. <input type="checkbox"/> *Where the Purchaser is described as joint tenants in these particulars, one individual is a foreign person who is the spouse of the other individual who is an Australian citizen. *please tick the correct option

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER	Name: <u>EFFIES KOURBETIS - CONVEYANCING LAW</u> Address: <u>L6, 256 QUEEN STREET MELBOURNE, VIC 3000</u> Ref: _____ Email: <u>effie@conveyancinglaw.com.au</u> DX: _____ Tel: <u>9041 8973</u> Fax: <u>9500 2340</u>	
PROPERTY	The Land together with any improvements known as 482 Harvest Home Road, Epping, Victoria, 3076	
LAND	The Land described as Certificate of Title Volume 12091 Folio 064, being Lot 5062 in plan of subdivision PS744138U	
GOODS SOLD WITH THE PROPERTY (General Condition 2.3(f))	Refer to the plans and specifications as anne Lowest Number of days to Pay Balance of 10% Deposit	
PAYMENT (General Condition 11) 	Price \$ <u>503,900.00</u> Deposit \$ <u>50,390.00</u> Balance \$ <u>453,510.00</u>	 (being 10% of the Price) payable on the Day of Sale or within <u>14</u> days from the Day of Sale payable at settlement
GST	The Price includes GST (if any) unless the words '(plus GST)' appear in this box. Refer to Special Condition 18. If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box. Refer to Special Condition 18.	<input type="checkbox"/> Not applicable <input type="checkbox"/> Margin scheme
ELECTRONIC CONVEYANCING (Special Condition 2)	Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and Special Condition 2 applies, if the box is marked 'EC'.	
SETTLEMENT (General Condition 10)	Settlement is due on the date that is 14 days after the Vendor's Lawyers notify the Purchaser or the Purchaser's Lawyers in writing of the issuing of the Occupancy Permit (or such earlier date as may be agreed between the parties)	

	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.	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 insert the words ' terms contract ' in this box.	Not applicable
ENCUMBRANCES	If the sale is 'subject to existing mortgage' then particulars of the mortgage are:	Not applicable
SPECIAL CONDITIONS	This contract does not include any Special Conditions unless the words ' Special Conditions ' appear in this box.	Special conditions
LOAN (General Condition 14)	The following details apply if this contract is subject to a loan being approved: Lender: <u>Purchasers Choice</u> Loan Amount: \$ <u>80%</u> Approval Date: <u>20/1/2020</u>	



8. Deposit

8.1 Payment of Deposit

- (a) The Purchaser must pay the Deposit to the Vendor's Estate Agent or to the Vendor's Lawyers within the time required by this contract.
- (b) The Vendor and Purchaser authorise the Vendor's Lawyers to invest the Deposit in a controlled moneys account at the Bank until settlement or such earlier time as the Deposit is lawfully released in accordance with the Act and this contract. The Deposit may be invested by the Vendor's Lawyers either at call or on a term deposit. The Deposit is invested at the risk of the party who becomes entitled to it.

8.2 Tax file number and income tax payments

- (a) Within 7 days after the Day of Sale, each party must notify the Vendor's Lawyers in writing of its tax file number. Each party authorises the Vendor's Lawyers to give its tax file number to the Bank with which the Deposit is to be invested. If the Purchaser does not give its tax file number to the Vendor's Lawyers and if the Purchaser is entitled to a refund of the Deposit and Interest, the Vendor, the Vendor's Lawyers or the Vendor's Lawyers' Bank may retain withholding tax due on the amount payable to the Purchaser.
- (b) If the Vendor's Lawyers are subject to income tax on interest accrued on moneys deposited into the controlled moneys account under the *Income Tax Assessment Act 1936* (Cth), the parties authorise the Vendor's Lawyers to deduct from the interest accrued the amount of such income tax plus the reasonable anticipated costs of preparation of tax returns. The parties acknowledge that any such income tax is payable by the Vendor's Lawyers at the rate imposed by law and without any right of refund to either party.
- (c) The parties agree that if the interest accrued is disbursed to either party and the Vendor's Lawyers are or subsequently become subject to income tax in respect of any part of the interest accrued and disbursed, the party to whom the interest accrued was disbursed must immediately on demand reimburse to the Vendor's Lawyers the amount of such income tax.
- (d) The parties must not make any claim on the Vendor's Lawyers for any matter arising out of this Special Condition 8.2.

8.3 Entitlement to Interest

Interest will belong to the Vendor unless the Purchaser becomes entitled to a refund of the Deposit. If the Purchaser becomes entitled to a refund of the Deposit, Interest will belong to the Purchaser.

9. Loan

9.1 Contract subject to loan approval

If this contract is subject to a loan being approved as detailed in the Particulars of Sale, this contract is subject to the Lender approving the loan on the security of the Property by the Approval Date or any later date approved by the Vendor.

9.2 Loan not approved

The Purchaser may end this contract if the loan is not approved by the Approval Date provided that the Purchaser:

- (a) immediately applied for the loan;
- (b) did everything reasonably required to obtain approval of the loan;
- (c) serves written notice ending this contract on or before the Approval Date or any later date allowed by the Vendor (**Notice**);
- (d) attaches to the Notice written evidence from the Lender which:
 - (i) is dated and on the Lender's letterhead;



Vendor's Statement

482 Harvest Home Road , Epping, Victoria, 3076 (being
Lot 5062 on plan of subdivision PS744138U)

Lendlease Communities (Australia) Limited
ACN 000 966 085
(Vendor)



Vendor's Statement

Section 32 *Sale of Land Act 1962 (Vic)*

Vendor Lendlease Communities (Australia) Limited ACN 000 966 085
Property 482 Harvest Home Road, Epping, Victoria, 3076 (being Lot 5062 on plan of subdivision PS744138U)

1. Title

1.1 Details

Copies of the following documents concerning title are attached:

- a Register Search Statement of certificate of title volume 12091 folio 064;
- the document or part of a document referred to in the 'diagram location' in that statement which identifies the land and its location (being plan of subdivision PS744138U)

2. Land use

2.1 Easements, covenants or other similar restrictions

A description of any registered or unregistered easement, covenant or similar restriction affecting the Property (whether registered or unregistered) is set out below:

- all easements and rights created or implied by section 98 of the *Transfer of Land Act 1958 (Vic)* and section 24 of the *Subdivision Act 1988 (Vic)* and any other encumbrances shown on or entered on the Plan;
- covenant PS744138U, a copy of which is annexed to this statement;
- agreement AF771740P pursuant to section 173 of the *Planning and Environment Act 1987 (Vic)*, a copy of which is annexed to this statement;
- the design guidelines referred to in special condition 11.3 of the proposed contract of sale, a copy of which is annexed to this statement;
- the memorandum of common provisions AA5144; and
- any other easements, covenants or similar restrictions affecting the property as shown in the annexures to this statement.

2.2 Failure to comply?

Particulars of any existing failure to comply with the terms of an easement, covenant or restriction described in clause 2.1 are:

There are none known to the Vendor.

2.3 Bushfire prone Property

The Property is within a bushfire prone area within the meaning of regulations made under the *Building Act 1993 (Vic)*. A bushfire prone area report is attached.

2.4 Planning scheme

Information concerning a planning scheme applying to the Property is set out in the attached copy certificate.

7. Growth area infrastructure contribution

7.1 Growth area infrastructure contribution

Attached is a copy of the GAIC certificate relating in the land issued under Part 9B of the *Planning and Environment Act 1987* (Vic).

8. Due diligence checklist

The *Sale of Land 1962* (Vic) provides that the Vendor or the Vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is not required to be provided with or attached to this Section 32 statement but the checklist may be attached as a matter of convenience.

DATE of this statement

13 November 2019



SIGNED by the Vendor or on behalf of the Vendor
with the Vendor's authority



Alicia Davidge, Senior Development Manager,
Lendlease, Communities, Aurora

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

DATE of this acknowledgment

X 7-1-2020 ←

SIGNED by the Purchaser or on behalf of the Purchaser with the Purchaser's authority

X  ←
MCA