

# Contract of Sale of Real Estate\*

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

**Property address**                    **70 HIGHPARK DRIVE, WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:**    **PRINCEPAL SINGH** .....

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

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

### IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Name:	Harcourts Rata & Co			
Address:	1/337 Settlement Road, Thomastown VIC 3074			
Email:	sold@rataandco.com.au			
Tel:	0452 077 606	Mob:	Fax:	Ref: Amandeep Verma

#### Vendor

Name:	PRINCEPAL SINGH
Address:	
ABN/ACN:	
Email:	

#### Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Group			
Address:	32 Ravenhall Way, Ravenhall VIC 3023 PO Box 3334, Caroline Springs VIC 3023			
Email:	manpreet@nationalconveyancinggroup.com.au			
Tel:	0432 605 070	Fax:	DX:	Ref: SV:1100

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

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

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12602 Folio 797	1	PS 915595N

OR

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 70 Highpark Drive, Wollert VIC 3750

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

All fixed floor coverings, fixtures and fittings of a permanent nature as inspected.

**Payment** (general condition 11)

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

**GST** (general condition 13)

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

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

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

**Settlement** (general condition 10)

**is due on**

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

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

**Lease** (general condition 1.1)

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

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

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

- \*residential tenancy agreement for a fixed term ending on \_\_\_\_\_  
OR
- \*periodic residential tenancy agreement determinable by notice \_\_\_\_\_  
OR
- \*lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years.

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)-**NOT APPLICABLE AT AUCTION**

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

Lender: \_\_\_\_\_  
 Loan amount: \$0.00 Approval date: \_\_\_\_\_

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

**special conditions**

## Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### Special condition 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.

### \*Special condition 1B – Foreign resident capital gains withholding

\*This special condition applies to contracts entered into on or after 1 July 2016.

- 1B.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise.
- 1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 1B.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (“the amount”) because one or more of the vendors is a foreign resident, the property is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1B.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 1B.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations in this special condition; and
  - (b) ensure that the representative does so.
- 1B.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 1B.7 The representative is taken to have complied with the obligations in special condition 1B.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser’s obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## Special Conditions – cont.

### Special condition 2 – Electronic Conveyancing

EC

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"

- 2.1 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
- 2.3 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*.
- 2.4 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.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 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 lodgement.
- 2.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 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.
- 2.9 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.
- 2.10 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.

### 3. PURCHASER'S GENERAL ACKNOWLEDGMENTS

The Purchaser/s acknowledges that they have inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels. The vendor has no way of knowing of any factors at any time prior to his acquisition of the property and makes no warranties nor representations as to any matter not personally known to him

### 4. Planning and Restrictions

The purchaser buys subject to any restriction imposed as to the use under any order, plan, Town Planning Acts or Schemes, permit, overlay, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. Any such restriction shall not affect the validity of this contract nor shall they constitute a defect. No such restriction shall constitute a defect in the Vendor's title and the purchaser shall not be entitled to any compensation from the Vendor in respect thereof. Any warranties or representations with respect to the use of the said land or any part thereof are hereby expressly excluded and negated.

### 5. Entire Agreement and 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.

The Purchaser agrees that he is not relying upon any representation made by or on behalf of the Vendor to the purchaser or a representative of the Purchaser and that the Purchaser is relying upon his own enquiries made before signing this contract.

## 6. Building and Goods

6.1 The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the Vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or bylaw otherwise provided or implied and it is agreed that the Purchaser shall not be entitled to make any objection or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or goods within the said buildings or structures.

6.2 The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the Vendors Title and the Purchaser shall not claim any compensation whatsoever from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors.

6.3 The Purchaser/s acknowledges that they has inspected the property and chattels prior to the day of sale. They agree that they are purchasing and will accept delivery of the property and chattels in their present condition and shall make no claim in relation to the condition of the property and chattels and will indemnify and keep indemnified the vendor for any claim arising out of the property or the chattels.

## 7. Deposit

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

## 8. Auction

The property may be offered for sale by auction, subject to the vendor's reserve price. The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

## 9. Guarantee

If a company purchases the property:

- (a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- (b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

## 10. FIRB Approval

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions and Takeovers Act 1975* (as adopted and amended from time to time) then the purchaser warrants to the vendor

that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

## 11. Nomination

General Condition 18 is replaced with the following:

If the named Purchaser chooses to nominate a substitute or additional purchaser the named Purchaser shall remain personally liable for the due performance and observance of all the named Purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The Purchasers representative shall not submit any nomination documents to the Vendors representative where the nominated Purchaser is still required to seek approval from the Foreign Investment Review Board (FIRB);
- (b) The named Purchaser shall have the substituted purchaser sign an approved Nomination Form and provide the executed form to the Vendor's representative - at least 14 days before settlement;
- (c) If the nominated purchaser or one or more of them is an incorporated body, then the nominated Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body;
- (d) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to (among other tasks) check the validity of the nomination, update their system records and re prepare the notices of disposition. The Nominee therefore agrees to pay the Vendors Representatives legal costs for administration in the sum of \$250.00 by way of adjustment at Settlement.

## 12 . Default Interest & Costs Payable

- a) General Condition 26 is amended by inserting 6% instead of 2%.  
The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$990.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$330.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

## 13. Identity

The Purchaser admits that the Land as offered for sale and inspected by the Purchaser is identical to that described in the Title particulars in the Vendors Statement herewith. The Purchaser agrees not to make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in the area or measurements or call upon the Vendor to amend title or bear all or any part of the cost of doing so.

## 14. Breach

General Condition 25 is amended by adding the following new paragraph at the end of the condition. 'The purchaser acknowledges that the following items constitute a reasonable foreseeable loss', the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay in addition:

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$990.00 including GST to the vendor's representative, per service.
- c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

## 15. Notice

General Condition 21 is replaced with the following:

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

## 19. Non payment of the whole or part of the deposit

The failure to pay the deposit or any part thereof on the due date shall be a fundamental breach of the contract. Furthermore the contract may be immediately terminated by the vendor at his option. If the contract is terminated, the deposit paid is forfeited to the vendor.

General Condition 27 shall not apply where the deposit or part of the deposit is not paid when it is due.

## 20. Swimming Pools and Smoke Alarms

20.1 The Vendor makes no representation and accepts no responsibility concerning compliance of swimming pools or spas with the minimum standards of the Building Regulations 1994. The purchaser is advised that Regulation 5.13 requires that pools or spas have barriers installed to restrict access by some children to the swimming pool, within 30 days if the date of completion of the Contract, or, in the case of a terms contract, after the purchaser becomes entitled to possession or to the receipt of rents and profits.

20.2 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwelling and or units be fitted with self-contained smoke alarms within 30 days of settlement.

## 21. Building report- NOT APPLICABLE AT AUCTION

- 21.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not in then in default.

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

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

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

## **22. Pest report- NOT APPLICABLE AT AUCTION**

22.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
- b) gives the vendor a copy of the report and a written notice ending this contract; and
- c) is not in then in default.

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

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

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

## **23. Finance: NOT APPLICABLE AT AUCTION**

If this contract is subject to finance, the purchaser must provide the Vendor's Legal Representative with written notice as to whether the Purchaser's finance application has or has not been unconditionally approved. Where a purchaser's application for finance has not been approved, the Purchaser may end this contract by notice in writing and must provide a letter from an Authorized Banking Institution stating the decline has been issued. General Condition 14.2(c) does not apply to this contract.

If the Purchaser fails to notify the vendor as required, or if further extensions are not granted by the Vendor, the Vendor may terminate the Contract. A letter from mortgage broker/mobile lender is not sufficient in this regard.

24. If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the Vendor's Conveyancer an amount of \$330 Inc GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

25. Adjustments- Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220 for the delay in receiving Statement of Adjustments.

## **26. OFFICE CLOSURE**

The Vendor's conveyancer's office will be closing for the 2025/2026 Christmas Period.

Should the due date for settlement as stipulated in the Particulars of Sale fall between 20 December 2025 and 12 January 2026 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for settlement to read 13 January 2026. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for settlement be required to be changed to 13 January 2026.

Furthermore, should the due date for any special conditions, including but not limited to purchaser's loan approval, building and pest inspections and/or representative review of the contract (or any extensions thereto), fall between 20 December 2025 and 12 January 2026 (inclusive), this Special Condition shall prevail and have the effect of altering the due date for such condition to read 13 January 2026. Neither party shall have any recourse against the other or shall be entitled to make any claim, requisition or request for compensation should the due date for conditions/approvals be required to be changed to 13 January 2026.

# 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'.

## 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

I/We, ..... of .....  
 and ..... of .....

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

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

IN WITNESS whereof the parties hereto have set their hands and seals  
 this ..... day of ..... 20.....

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) **Director (Sign)**  
 )  
 Witness..... )

SIGNED SEALED AND DELIVERED by the said )  
 )  
 Print Name..... ) .....  
 in the presence of: ) **Director (Sign)**  
 )  
 Witness..... )

# **SECTION 32**

# **STATEMENT**

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

<b>Vendor:</b>	PRINCEPAL SINGH
<b>Property:</b>	70 Highpark Drive, Wollert VIC 3750

**VENDORS REPRESENTATIVE**

National Conveyancing Group  
32 Ravenhall Way, Ravenhall VIC 3023  
PO Box 3334  
CAROLINE SPRINGS VIC 3023  
Tel: 0432 605 070  
Email: manpreet@nationalconveyancinggroup.com.au

Ref: SV:1100

**32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed \$6000.00**

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.

**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

**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 not 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.

SECTION 32 STATEMENT  
70 Highpark Drive, Wollert VIC 3750

(d) PLANNING

Planning Scheme: Whittlesea Planning Scheme  
Responsible Authority: Whittlesea City Council  
Zoning: See attached certificate  
Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land 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.

**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):-

Is contained in the attached Certificate/s.

**32F OWNERS CORPORATION**

The Land is NOT 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

**32H SERVICES**

<b>Service</b>	<b>Status</b>
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Available

SECTION 32 STATEMENT  
70 Highpark Drive, Wollert VIC 3750

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 any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

**32I TITLE**

Attached are the following document/s concerning Title:

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.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

**DATE OF THIS STATEMENT**

/  /20

**Name of the Vendor**

**PRINCEPAL SINGH**

**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.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

/  /20

**Name of the Purchaser**

**Signature/s of the Purchaser**

x

# 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](https://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 right

INFORMATION ONLY

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

VOLUME 12602 FOLIO 797

Security no : 124125940098S  
Produced 04/07/2025 01:36 PM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 915595N.  
PARENT TITLE Volume 11834 Folio 328  
Created by instrument PS915595N 23/03/2025

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
PRINCEPAL SINGH of 24 CASCADE CRESCENT EPPING VIC 3076  
PS915595N 23/03/2025

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX696806V 01/02/2024  
AFSH NOMINEES PTY LTD

COVENANT PS734549D 17/11/2016

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  
AL914734P 27/05/2015

**DIAGRAM LOCATION**

SEE PS915595N FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS915595N (B)	PLAN OF SUBDIVISION	Registered	23/03/2025

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

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

Street Address: 70 HIGHPARK DRIVE WOLLERT VIC 3750

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18440T MSA NATIONAL  
Effective from 23/03/2025

DOCUMENT END

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Document Assembled	<b>04/07/2025 13:36</b>

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<h1 style="margin:0;">PLAN OF SUBDIVISION</h1>	EDITION 1	PS915595N
--	-----------	-----------

<p><b>LOCATION OF LAND</b></p> <p>PARISH: WOLLERT  TOWNSHIP: —  SECTION: 12  CROWN ALLOTMENT: —  CROWN PORTION: 2 (PART) &amp; 3 (PART)  TITLE REFERENCE: VOL. 11834 FOL. 328</p> <p>LAST PLAN REFERENCE: LOT 518 ON PS734549D  POSTAL ADDRESS: 70 HIGHPARK DRIVE,  (at time of subdivision) WOLLERT, VIC 3750</p> <p>MGA CO-ORDINATES: E: 324 880                      ZONE: 55  (of approx centre of land                      GDA 2020  in plan)                      N: 5 834 790</p>	<p>Council Name: Whittlesea City Council</p> <p>Council Reference Number: PLN-41437  Planning Permit Reference: PLN-41437  SPEAR Reference Number: S215677M</p> <p><b>Certification</b></p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Allison Bonanno for Whittlesea City Council on 06/11/2023</p> <p><b>Statement of Compliance</b> issued: 23/01/2025</p>
---	--

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	<p>BOUNDARIES DEFINED BY BUILDINGS ARE SHOWN BY THICK CONTINUOUS LINES.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-  MEDIAN: BOUNDARIES MARKED BY 'M'  EXTERIOR FACE: ALL OTHER BOUNDARIES</p> <p>DIMENSIONS SHOWN THUS 12.01* ARE MEASURED TO THE EXPOSED FACE OF THE BUILDING.</p> <p>////// - INDICATES THE LOCATION OF STRUCTURE (NON-BOUNDARY)</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY					
<p>This is a SPEAR plan.</p> <p>STAGING:  This is not a staged subdivision.  Planning Permit No.</p> <p>SURVEY:  This plan is based on survey.</p> <p>This survey has been connected to permanent marks No(s). - Wollert PM467  Wollert PM496  Wollert PM180</p> <p>In Proclaimed Survey Area No. -</p>					

**EASEMENT INFORMATION**

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN.

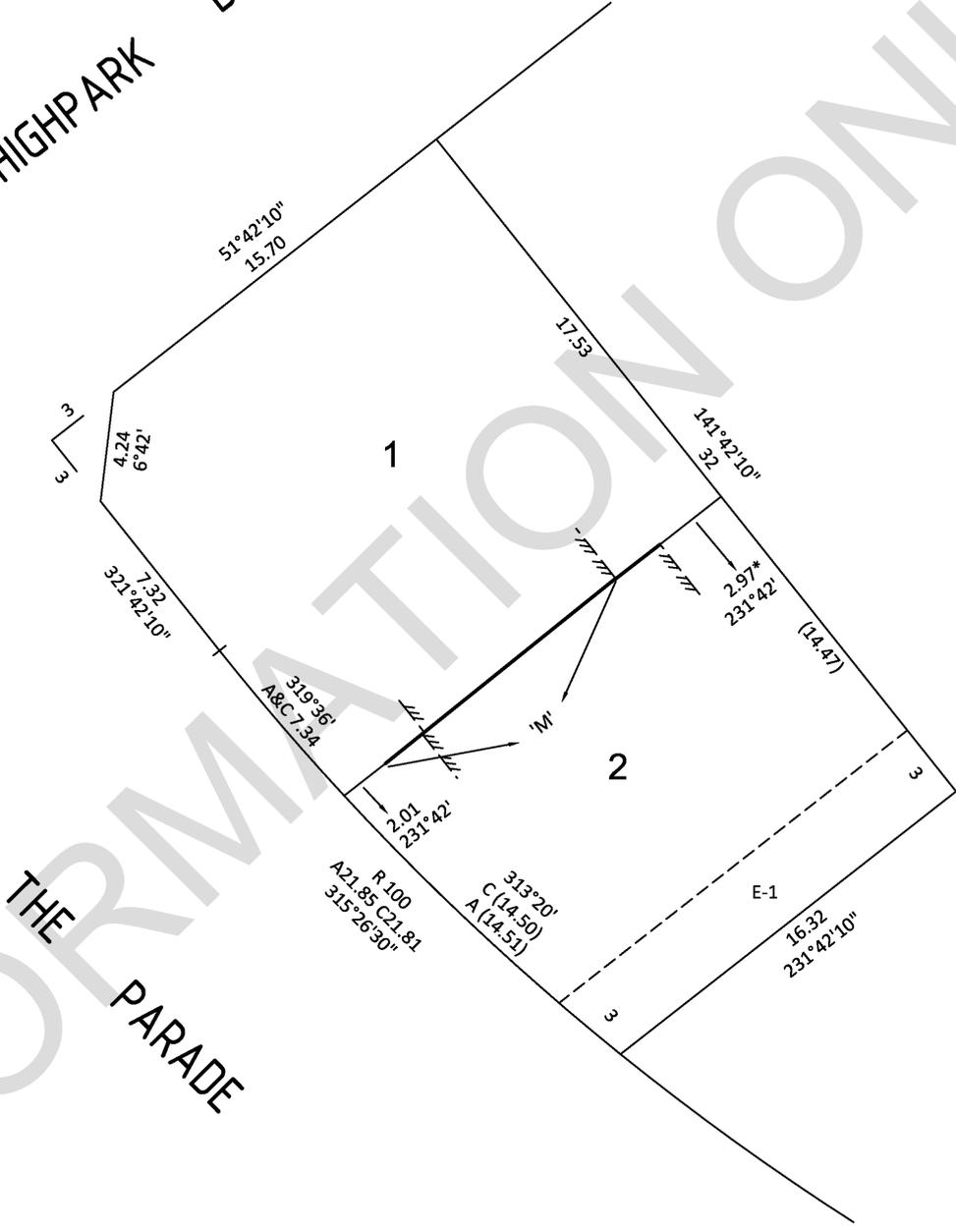
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	3	PS734549D	WHITTLESEA CITY COUNCIL YARRA VALLEY WATER CORPORATION
E-1	SEWERAGE	3	PS734549D	

<p style="font-size: 0.8em; margin: 0;">W: www.primelandconsultants.com.au    T: 03 8316 1308   M: 0466 967 303  E: info@primelandconsultants.com.au    A: 1A Bruce Street, Kensington, VIC 3031</p>	SURVEYORS FILE REF: SD2306-03	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
	Digitally signed by: EDWARD WILLIAMSON, Licensed Surveyor, Surveyor's Plan Version (VERSION 2), 03/11/2023, SPEAR Ref: S215677M	Land Use Victoria Plan Registered 09:00 AM 23/03/2025 Assistant Registrar of Titles	

PS915595N



HIGHPARK DRIVE

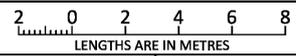


THE PARADE

**PRIME**  
SURVEYING | TOWN PLANNING | LAND DEVELOPMENT

SURVEYORS REF  
SD2306-03

SCALE  
1 : 200



ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: EDWARD WILLIAMSON, Licensed Surveyor, Surveyor's Plan Version (VERSION 2), 03/11/2023, SPEAR Ref: S215677M

Digitally signed by: Whittlesea City Council, 06/11/2023, SPEAR Ref: S215677M

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

Section 181 Planning and Environment Act 1987

## AL914734P

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registers and indexes.

### Form 18

Lodged by:

Name: MADDOCKS  
 Phone: 9258 3555  
 Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
 Ref: TGM:6259089  
 Customer Code: 1167E

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

Land: Volume 11340 Folio 303

Authority: Whittlesea City Council, 25 Ferres Boulevard, South Morang, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Signature for the Authority:

Name of officer:

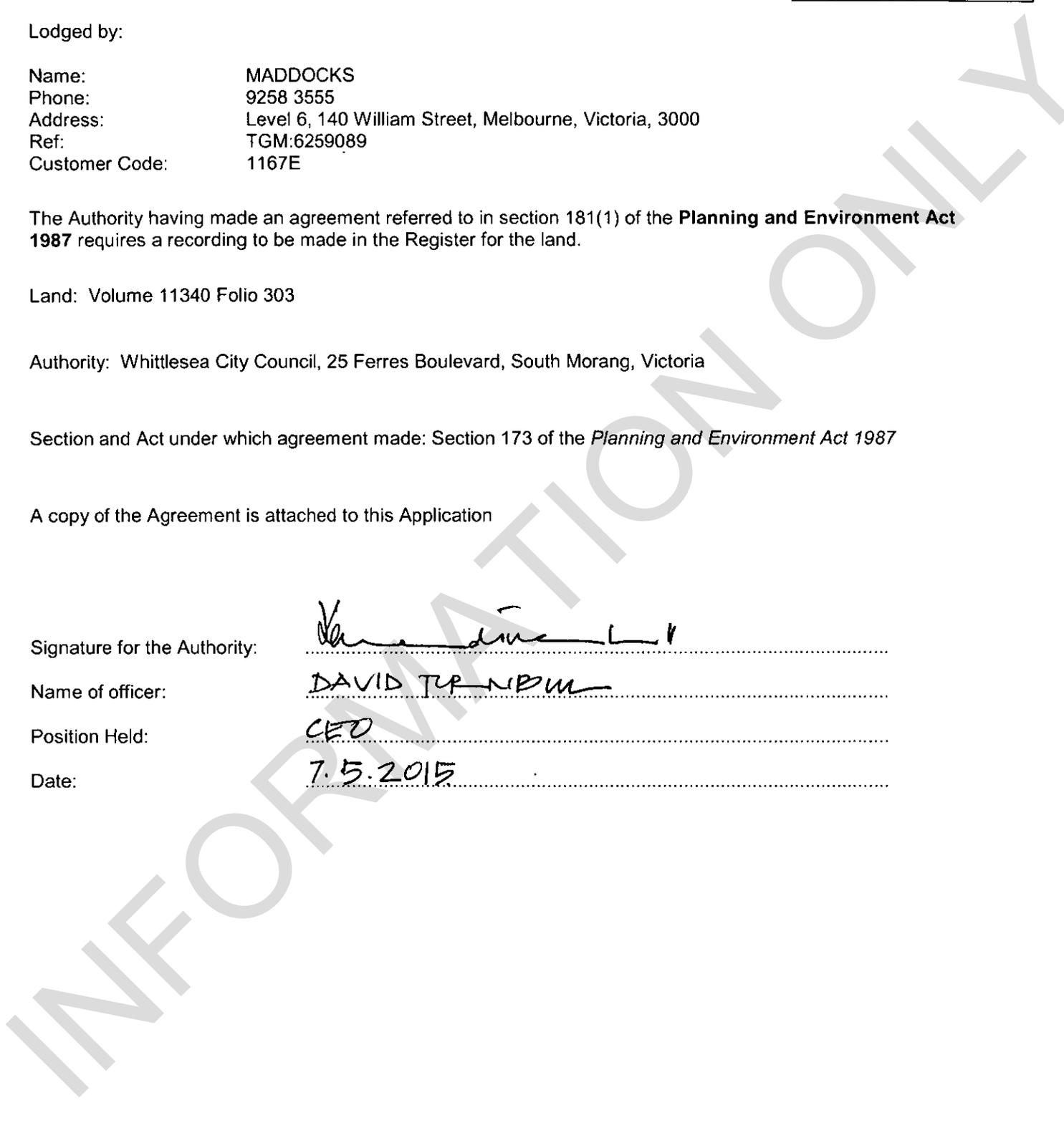
DAVID TURNBULL

Position Held:

CEO

Date:

7.5.2015



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**WHITTLESEA CITY COUNCIL**

Council

- and -

**GIUSEPPE MOLINO**

the Owner

---

**Agreement under Section 173 of the Planning and  
Environment Act 1987.**

---

**Subject Land: Part of 270F Harvest Home Road Wollert**

**BEST HOOPER**  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE

Ref: JDC:1009.1007  
Tel: 9670 8951  
Fax: 9670 2954

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INFORMATION ONLY



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the Development Contributions Plan and Planning Scheme in accordance with the terms of this Agreement.

G. The Parties enter into this Agreement:-

- a) To give effect to Condition 1 of the Permit;
- b) To achieve and advance the objectives of planning in Victoria and the objectives of the planning scheme in respect of the Subject Land; and
- c) To set out the terms and conditions for the relocation of the APA Gas Main (if required).

**IT IS AGREED:**

**1. DEFINITIONS**

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

- 1.1 **"the Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Adjustment Index"** means the index used under the Development Contributions Plan to adjust the value of land and infrastructure projects referred to in the Development Contributions Plan.
- 1.3 **"this Agreement"** means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.4 **APA** means the APA Group.
- 1.5 **"APA Gas Main"** means the APA gas main located within the Harvest Home Road road reserve.
- 1.6 **Certificate of Practical Completion** means a certificate in writing prepared by an officer of Council stating that an Infrastructure Project has been completed to the satisfaction of Council.
- 1.7 **"Council"** means the City of Whittlesea in its capacity as the Responsible Authority under the Planning Scheme and the Collecting Agency and the Development Agency under the Development Contributions Plan.
- 1.8 **"CPI"** means the annual consumer Price Index (All Groups) Melbourne as published by the Australian Bureau of Statistics.
- 1.9 **Construction Procedures** means the construction procedures set out at Annexure B.
- 1.10 **Date of Practical Completion** means the date on which Council states in writing that an Infrastructure Project has been completed to its satisfaction.

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- 1.11 **"Development Contributions"** means development contributions payable under the Development Contributions Plan.
- 1.12 **"Development Contributions Plan"** means the *Epping North East Structure Plan - Local Development Contributions Plan* as incorporated under the Planning Scheme for the purposes of Clause 45.06 of the Planning Scheme.
- 1.13 **"Development Contributions List"** means the list of all development contributions required for each infrastructure project as set out in Annexure A of this Agreement.
- 1.14 **"the Endorsed Plan"** means the plan(s), endorsed with the stamp of the Council from time to time, as the plan(s) which form part of the Permit or any other plan approved by the Council.
- 1.15 **"Development Plan"** means the Epping North East Development Plan approved under Development Plan Overlay by Council December 2008 as amended from time to time.
- 1.16 **"Infrastructure Project"** means an Infrastructure Project included in the Development Contributions List.
- 1.17 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.18 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.19 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.20 **"Permit"** means Planning Permit No. 712/848 as amended from time to time.
- 1.21 **"Plan of Subdivision"** means the plan of subdivision of the Subject Land permitted by the Permit and shown on the Endorsed Plan.
- 1.22 **"Planning Scheme"** means the Whittlesea Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.23 **"Project"** means Infrastructure Projects numbers 1(a), 2(a), 3(a) and 4 as identified in the Development Contributions List.
- 1.24 **"Public Open Space Contribution"** means the public open space contribution requirement on the Plan of Subdivision pursuant to condition 22 of the Permit and Clause 52.01 of the Planning Scheme and where provided by way of land, shall be generally in the location shown on the Subdivision Concept Plan.

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- 1.25 **"Statement of Compliance"** means a Statement of Compliance under the *Subdivision Act 1988*.
- 1.26 **"Stages 1 to 4"** means the subdivision permitted by Planning Permit Bo. 711707 issued on the 15th day of January 2010.
- 1.27 **"Structure Plan"** means the Epping North East Local Plan Structure Plan dated 8 May 2008.
- 1.28 **"Subdivision Concept Plan"** means Subdivision Plan Reference No. 6690001 Drawing No. 669000JF, dated 1 June 2012, prepared by Bosco Jonson Pty Ltd as may be amended from time to time with the approval of the Council.
- 1.29 **"Subject Land"** means the land comprised in Certificate of Title Volume 11340 Folio 303 and being Lot E on Plan of Subdivision No. 636375H.

## 2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are, and will be deemed to form part of this Agreement.
- 2.7 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- 2.8 The obligations of the Owner under this Agreement will take effect as separate and several covenants which are annexed to, and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

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**3. WORKS-IN-LIEU OF DEVELOPMENTS CONTRIBUTIONS**

- 3.1 Except with the written consent of the Council, the Owner covenants and agrees, subject to the provisions of Clause 3.2 of this Agreement, that:
- 3.1.1 the Owner will construct, or cause to be constructed the Infrastructure Projects in return for a credit towards the Owner's obligation to pay Development Contributions pursuant to condition 21 of the Permit.
  - 3.1.2 the credit to which the Owner shall be entitled in respect of the Infrastructure Works shall be equal to, but not exceed the amount specified as the "Credit Against Developments Contributions" for each Infrastructure Project in the Development Contributions List.
  - 3.1.3 the amount of the Credit Against Development Contributions set out in the Development Contributions List shall be adjusted annually in respect of each Infrastructure Project pursuant to the Adjustment Index in accordance with the mechanisms specified in the Development Contributions Plan.
  - 3.1.4 it will prepare at its cost, detailed design and engineering plans and specifications for each of the Infrastructure Projects and submit them to Council for its approval. The said plans must be generally in accordance with the "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E.
  - 3.1.5 it will construct or cause to be constructed the Infrastructure Projects:
    - (a) in accordance with the plans referred to in clause 3.1.4;
    - (b) to the satisfaction of the Council in its capacity as the Development Agency;
    - (c) in accordance with the "Timing of Construction" set out in the Development Contributions List with any allowance in accordance with 3.16; and,
    - (d) in accordance with the Construction Procedures.
  - 3.1.6 immediately following the practical completion of each Infrastructure Project, the Owner must -
    - 3.1.6.1 maintain each Infrastructure Project in good order and condition and rectify any defects for a period of 3 months from the date of a Certificate of Practical Completion for the Infrastructure Project; and,

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3.1.6.2 provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project.

### **Council and Owners Covenants**

- 3.2 The Owner covenants and agrees that the balance (if any) of Development Contributions payable after accounting for the credit under this Agreement including any deferred contributions payable in respect of previous stages of subdivision of the Subject Land namely stages 1 - 4 shall be paid in accordance with the Development Contributions Plan.
- 3.3 The Council and the Owner acknowledge and agree that the Owner is not obliged to make any payments to Council for Development Contributions until the Owner has exhausted its entitlement to credits in respect of the Infrastructure Projects.
- 3.4 The Council and the Owner acknowledge that the Owner may request Council to agree to a variation of the maximum amount of the credit in respect of only Infrastructure Project No. 3(a) in the Development Contributions List provided that any request must:
- 3.4.1 be in writing;
  - 3.4.2 be accompanied by a detailed list of the items which are said to have caused an increase in cost of the Infrastructure Project beyond the amount set out in the Development Contributions List;
  - 3.4.3 comprise a detailed estimate of the cost of each of the items comprising the proposed claim; and,
  - 3.4.4 clearly set out the total revised cost of the Infrastructure Project being claimed as the credit.
- 3.5 The Council and the Owner agree that if within 14 days of receipt of any written request pursuant to clause 3.4, the Council either refuses the request, grants a credit less than what is claimed or fails to respond in writing to the request, there shall be deemed to be a dispute which either party can refer for resolution in accordance with the provisions of clause 4 of this Agreement.

### **Contribution for Public Open Space**

- 3.6 if any of the Public Open Space Contribution is proposed to be satisfied as a land contribution, it must be shown on a plan of subdivision generally in accordance with the Subdivision Concept Plan and as a reserve to vest in the Council.

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- 3.7 if any of the Public Open Space Contribution required under the Planning Scheme is not satisfied by a land contribution, it must be paid as a cash payment to the Council prior to the issue of a Statement of Compliance for the final stage of the Plan of Subdivision.
- 3.8 if the Owner has not satisfied the public open space contribution in respect of Stages 1 – 4 such contribution must be made or paid to Council prior to the issue of a Statement of Compliance for Stage 12.

**Path networks**

- 3.9 in addition to Infrastructure Project No. 4 in the Development Contributions List, the Owner must construct at the Owner's cost in each and every respect a local shared path running north-south along the connector street linking Edendale Boulevard to the regional shared path extending along the Subject Land's northern boundary in the linear open space instead of the local shared path shown in the Development Plan and Structure Plan and bisecting the Subject Land east-west through the proposed retirement village site.
- 3.10 the local shared path referred to in clause 3.9 is to be constructed in accordance with plans and specifications first approved by the Council.

**Indexation**

- 3.11 the amount of the Development Contributions payable will be adjusted annually in accordance with the adjustment methodology contained in the Development Contributions Plan.

**Council's Costs**

- 3.12 the Owner must pay to the Council, the Council's costs and expenses of and incidental to the preparation, drafting, review, finalisation, engrossment, execution and registration of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

**APA Gas Main**

- 3.13 In the event that the Road and Drainage Plans referred to in clause 3.1.4 require to be amended because of the presence of the APA Gas Main, the Council shall be responsible for all costs relating to such amendment including any costs associated with any survey to determine the location of the APA Gas Main. If such costs are paid by the Owner, the Council agrees to reimburse such costs within 21 days of submission to the Council of evidence of payment of such costs by the owner.
- 3.14 In the event that the APA Gas Main is required to be relocated to enable the Owner to undertake Infrastructure Projects 1(a) and 2(a), the Council shall meet all costs directly associated with the relocation

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of the APA Gas Main including any additional drainage and engineering fees and any costs to relocate other services.

3.15 In the event that the relocation of the APA Gas Main is undertaken by the Owner with the approval of the Council, the Council shall pay to the Owner, within 21 days of submission of an invoice all costs incurred by the Owner directly associated with the relocation of the APA Gas Main including any additional drainage and engineering fees.

3.16 The Council shall extend the date for completion for the Infrastructure Projects approved under Condition 1(a) of the Planning Permit by such period of time that reflects any delay caused by any relocation of the APA Gas Main outside of the Owner's control.

#### **4. DISPUTE RESOLUTION**

4.1 If a dispute arises between the Council and the Owner as to whether the Owner has constructed any of the Infrastructure Projects in accordance with the provisions of this Agreement either the Council or the Owner may refer the dispute to an arbitrator holding civil engineering qualifications. In the event that the parties cannot agree on an arbitrator, the arbitrator shall be appointed by the Australian Institute of Arbitrators and Mediators Australia for determination. The Parties shall have the right to make submissions in writing to the arbitrator and, if the Parties agree, to make oral representations at a hearing. The determination of the arbitrator is final and binding on the parties. The cost of the arbitrator shall be borne by the Owner.

4.2 In the event of any dispute between the Council and the Owner under clause 3.4, 3.13 and 3.14 of this Agreement, either party shall have the right to refer such dispute to an independent Quantity Surveyor whose decision shall be final and binding on the Parties. The Parties shall have the right to make submissions in writing to the Quantity Surveyor and, if the Parties agree, to make oral representation at a hearing before such Quantity Surveyor. The cost of the Quantity Surveyor shall be borne by the Owner.

**AL914734P**



**5. ACKNOWLEDGMENT AND COVENANTS OF COUNCIL**

- 5.1 The Council acknowledges that the Owner's covenants in this Agreement satisfy conditions 1 of the Permit.
- 5.2 The Council covenants that it will immediately apply to register this Agreement pursuant to Section 181 of the Act.

**Bank Guarantees**

- 5.3 The Bank Guarantees, dated 19 March 2012, held by the Council in respect of development infrastructure levies, payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner with two weeks of the execution of this Agreement.
- 5.4 The bank guarantees, dated 19 March 2012, held by the Council in respect of Public Open Space contributions payable in respect of the subdivision of the completed Stages 1-4 of the subdivision of the Eden Gardens Estate shall be returned by the Council to the Owner within two weeks of the execution of this Agreement.

**Public Open Space**

- 5.5 Council acknowledges that the Public Open Space Contribution satisfies the Owner's public open space contribution liabilities pursuant to Clause 52.01 of the Planning Scheme and/or Section 18 of the *Subdivision Act* 1988 in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1 - 4 as approved under planning permit 711/707 and any further land only subdivision of the Subject Land .
- 5.6 Subject to the provisions of Clause 5.7 the Owner will not be liable for any further public open space contribution in relation to the Subject Land for the subdivision approved under the Permit, the subdivision of land in Stages 1-4 as approved under Planning Permit 711/707 and any further land only subdivision of the Subject Land.
- 5.7 For the avoidance of doubt, the exemption from any further public open space contribution, as referred to in the proceeding Clauses, does not extend to the subdivision of any building constructed on any lot created by the subdivision of the Subject Land except where such building is part of any retirement village.

**6. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further covenants and agrees that:

- 6.1 **Notice and Registration**

**AL914734P**



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

**6.2 Further actions**

6.2.1 The Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings.

6.2.2 The Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

**7. AGREEMENT UNDER SECTION 173 OF THE ACT**

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act and in satisfaction of the obligation imposed by Condition 1 of Planning Permit No. 712/848.

**8. OWNERS WARRANTIES**

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

**9. SUCCESSORS IN TITLE**

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

9.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

9.2 Execute a deed agreeing to be bound by the terms of this Agreement.

**AL914734P**



## **10. GENERAL MATTERS**

### **10.1 Notices**

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

- 10.1.1 delivering it personally to that party;
- 10.1.2 sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; and
- 10.1.3 sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

10.2 A notice or other communication is deemed served if:

- 10.2.1 delivered, on the next following business day;
- 10.2.2 posted, on the expiration of two business days after the date of posting; and,
- 10.2.3 sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### **10.3 No Waiver**

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

### **10.4 Severability**

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

### **10.5 No Fettering of the Council's Powers**

The Owner acknowledges and agrees that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

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**11. COMMENCEMENT OF AGREEMENT**

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

**12. ENDING OF AGREEMENT**

- 12.1 This Agreement ends when the Owner has complied with all of the covenants by the Owner under the Agreement to the satisfaction of the Council.
- 12.2 This Agreement may be ended by agreement between Council and the Owner.
- 12.3 If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.
- 12.4 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(1) of the Act to cancel the recording of this Agreement on the register.

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**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Whittlesea City Council is affixed in the presence of:



*[Handwritten signature]*  
.....

Delegate

**SIGNED SEALED AND DELIVERED** by GIUSEPPE MOLINO in the presence of:

*[Handwritten signature]*  
.....  
Witness

INFORMATION

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**Mortgagee's Consent**

**National Australia Bank** as Mortgagee of registered mortgage No. **AG773629L** consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

.....  
For and on behalf of the Mortgagee.

INFORMATION ONLY

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**Annexure A****Development Contributions List**

<b>Infrastructure Project</b>	<b>Total Cost</b>	<b>Owners Contribution</b>	<b>Credit Against Development Contributions</b>	<b>Timing of Construction</b>
1(a) Construction of the Harvest Home Road Intersection Project No R024 in the Development Contributions Plan generally in accordance with the approved "Road and Drainage Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E with any amendments required under the Permit.	\$1,483,000	100%	\$1,053,163.00	Construction of this project shall commence as part of the first stage of the subdivision (Stage 5 of the Plan of Subdivision) approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan of Subdivision) approved by the Permit.
1(b) Council checking and supervision fee on Infrastructure Project 1(a).	-	100%	100%	
1(c) VicRoads fee in relation to Infrastructure Project 1(a)	\$52,560	100%	\$52,560	
2a) Construction of the Harvest Home Road Duplication. Project No. R004 in the DCP generally in accordance with the "Road and Drainage	\$1,300,000	100%	\$438,979.00 (486m x \$903.25 p/m)	Construction must commence as part of the first stage of the Plan of Subdivision (Stage 5 of the Plan of Subdivision)

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Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
Plans" DCE Consultants Pty Ltd dated 29 September 2014 Revision E 2014.				approved by Permit No. 712848 and must be completed before the issue of a Statement of Compliance for the third stage of any subdivision (Stage 7 of the Plan f Subdivision ) approved by the Permit .
2(b) Land contribution for the Harvest Home Road Duplication	-	100%	\$388,885 (0.68Ha x \$571,890 p.Ha)	Has previously been transferred to the Council
2(c) Council checking and supervision fee on Infrastructure project 2(b).	-	100%	100%	
3(a) Northern kerb of southern carriageway and Redding Rise infrastructure works. generally in accordance with plans and specifications generally in accordance with the "Road and Drainage Plans" DCE Consultants dated 29 September 2014 Revision E 2014.	\$197,000*	100%	\$197,000	Construction of this project must commence as part of first stage of the subdivision (Stage 5 of the Plan of Subdivision ) approved by the Permit No. 712848 and must be completed before the issue of a Statement of Compliance for third stage of any subdivision (Stage 7 of the Plan of Subdivision)

**AL914734P**

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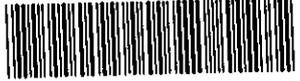
Infrastructure Project	Total Cost	Owners Contribution	Credit Against Development Contributions	Timing of Construction
				approved by the Permit.
3(b) Council checking and supervision fee on Infrastructure Project 3(a)	-	100%	100%	
4 Construction of the shared path east-west along the northern shared trail network in the linear open space  Project No PC01 in the DCP.	-	100%	\$70,095.78  (486m x \$144.23 p/lm)	Completed before the issue of a Statement of Compliance for the seventh stage of any subdivision (Stage 12 of the Plan of Subdivision) approved by the Permit

Notes:

All figures are where relevant, costed or indexed to 2013.

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## **Annexure B**

### **Construction Procedures**

#### **Procedure for issue of Certificate of Practical Completion**

1. Upon the completion of an Infrastructure Project the Owner must notify Council and any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council and/or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - a. identifies in what manner or respect the Infrastructure Project is not satisfactorily completed; and
  - b. what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

#### **Access**

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
  - a. consent of the owner of land to access such land;
  - b. it has satisfied any condition of such consent; and
  - c. in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
6. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the approved plans.

#### **Quality of work**

7. Apart from any other requirement contained in the Agreement, all work must:
  - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
  - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
  - c. be carried out in a good and workmanlike manner;
  - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
  - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
  - f. comprise best industry practice;

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- g. unless otherwise authorised comply with any relevant current Australian Standard; and
- h. accord with a construction management plan to be prepared to the satisfaction of Council.

INFORMATION ONLY



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# Subdivision or Consolidation

## Section 22 Subdivision Act 1988

**PS734549D**

25/10/2016 \$7,081.80 PS



Lodged by

Name: RUSH & FAILLA  
Phone: (03) 9497 2044  
Address: Ivanhoe Corner 1st Floor, 149 Upper Heidelberg Road  
Ivanhoe, VIC 3079  
Reference: RJF:ASP:16400  
Customer Code: 1512P

The applicant applies for registration of the plan described.

Land: (*Volume and Folio*)

Volume 11340 Folio 303

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

Giuseppe Molino of 343 Settlement Road, Thomastown, VIC 3074

Plan No.: PS 734549D

Stage No.: (*if applicable*)

SPEAR No.: S068551S

Council in which land is located:

Whittlesea City Council

Date: 14 OCTOBER 2016

Signature of applicant

or

Signature of Australian Legal Practitioner within the meaning of the *Legal Profession Uniform Law (Victoria)* for the applicant

**ROSS JOHN FAILLA**

Level 1, 149 Upper Heidelberg Road, Ivanhoe 3079  
An Australian Legal Practitioner

Signature of Licensed Conveyancer under the Conveyancers Act 2006 for the applicant

.....within the meaning of the.....  
Legal Profession Uniform Law (Victoria)

6491210A

# SA22

Page 1 of 1

**THE BACK OF THIS FORM MUST NOT BE USED**

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

**Assessment Number**  
**1237247**

**Issue Date 11/03/2025**



P Singh  
70 Highpark Drive  
WOLLERT VIC 3750



029  
1008353  
R1\_16705



For emailed notices register at  
[whittlesea.enotices.com.au](http://whittlesea.enotices.com.au)  
Reference No: 3C28AF966Z

**FINAL NOTICE**

**\$3,313.01**

**Please pay this overdue  
balance now**

### Property Details

70 Highpark Drive WOLLERT VIC 3750  
LOT 1 PS 915595N  
AVPCC 131 Residential Investment Flats

*due June 2025*



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BPAY View Registration No.: 1237247



**Billcode: 0350**

**Ref: 12372478**

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Scan & pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app.



Phone 1300 301 185



**Council Offices**

Hours - 8.30am to 5.00 pm Mon. to Fri.  
(except public holidays).



\*350 12372478

# Your quarterly bill



MR P SINGH  
70 HIGHPARK DR  
WOLLERT VIC 3750

Enquiries	1800 637 316
Faults (24/7)	13 27 62
Account number	66 3987 1133
Invoice number	6635 5396 87130
Issue date	14 May 2025
Property address	70 HIGHPARK DR WOLLERT
Property reference	5259577, LOT 1
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

## Summary

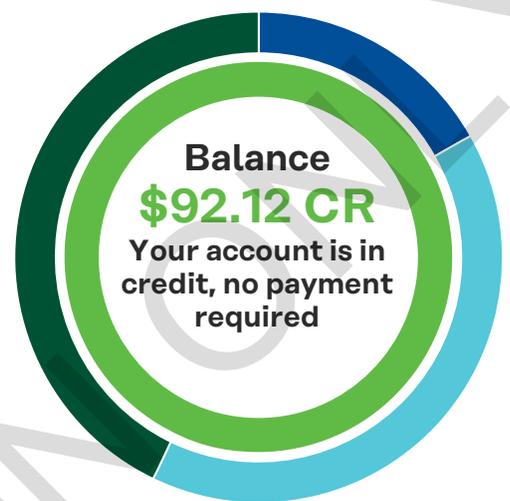
<b>Previous bill</b>	<b>\$269.13</b>
Payment received thank you	-\$269.13
<b>Balance carried forward</b>	<b>\$0.00</b>
<b>This bill</b>	
<b>Usage charges</b>	\$40.54
<b>Service charges</b>	
Water supply system	\$14.51
Sewerage system	\$83.13
<b>Other authority charges</b>	
Waterways and drainage	\$60.54
Parks	\$43.24
<b>Adjustments</b>	
Pension and concession rebate	-\$334.08
<b>Total this bill (GST does not apply)</b>	<b>-\$92.12</b>
<b>Total balance</b>	<b>\$92.12 CR</b>



### Recycled water is available.

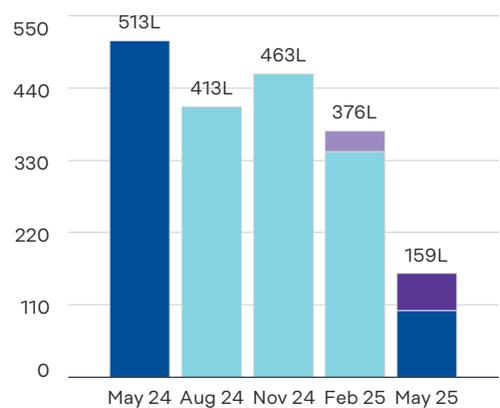
It's not to be used for drinking, preparing food or bathing, but it's great for watering gardens, washing clothes and flushing toilets.

Your concession has been applied to this bill.



## Your household's daily water use

Target 150L of water use per person, per day.



Average use in litres per day

■ Water ■ Recycled water

## Your daily spend

This bill compared to the same time last year.  
Excludes other authority charges.

This bill  
**\$1.57**

Last year  
**\$1.79**



## How to pay



### Direct debit

Sign up for Direct Debit at [yvwm.com.au/directdebit](http://yvwm.com.au/directdebit) or call **1800 637 316**.



### EFT

Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).

Account name:  
**Yarra Valley Water**  
BSB: **033-885**  
Account number: **663933128**



### BPAY®

Bill code: **344366**  
Ref: **663 9871 1330**



### Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payments.

Visit [yvwm.com.au/paying](http://yvwm.com.au/paying)  
CRN reference: **555 054 118T**



### Post Billpay®

Pay in person at any post office, by phone on **13 18 16** or at [postbillpay.com.au](http://postbillpay.com.au)

Bill code: **3042**  
Ref: **6635 5396 87130**



### Credit Card

Online: [yvwm.com.au/paying](http://yvwm.com.au/paying)  
Phone: **1300 362 332**

MR P SINGH

Account number 66 3987 1133

Invoice number 6635 5396 87130

Balance **\$92.12 CR**

Payment not required

## Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD33939 (Recycled Water)	8kL -	3kL =	5kL
From 13 Feb 2025 - 12 May 2025			(88 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	5.000kL x	\$1.9259 =	\$9.63
<b>Total</b>	<b>5.000kL</b>		<b>\$9.63</b>

Meter number	Current reading	Previous reading	Usage
YATD127863	287kL -	278kL =	9kL
From 13 Feb 2025 - 12 May 2025			(88 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	9.000kL x	\$3.4342 =	\$30.91
<b>Total</b>	<b>9.000kL</b>		<b>\$30.91</b>
<b>Total usage charges</b>			<b>\$40.54</b>

## Your charges explained

- **Recycled water usage charge**  
**13 February 2025 - 12 May 2025**  
The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.
- **Water and sewer usage charge**  
**13 February 2025 - 12 May 2025**  
The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).
- **Water supply system charge**  
**28 April 2025 - 30 June 2025**  
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**  
**28 April 2025 - 30 June 2025**  
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**  
**Waterways and drainage charge**  
**1 January 2025 - 30 June 2025**  
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit [melbournewater.com.au/wwdc](http://melbournewater.com.au/wwdc)
- **Parks charge**  
**1 January 2025 - 30 June 2025**  
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit [parks.vic.gov.au](http://parks.vic.gov.au)

## Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 637 316** or visit [yvwm.com.au/watercare](http://yvwm.com.au/watercare).

## Contact us

📞 Enquiries	1300 304 688	<b>For language assistance</b>
🚨 Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
✉️ <a href="mailto:enquiry@yvwm.com.au">enquiry@yvwm.com.au</a>		廣東話 1300 921 362
🌐 <a href="http://yvwm.com.au">yvwm.com.au</a>		Ελληνικά 1300 931 364
🗣️ TTY Voice Calls	133 677	普通话 1300 927 363
🗣️ Speak and Listen	1300 555 727	For all other languages call our translation service on <b>03 9046 4173</b>

## Next meter reading:

Between 6-13 Aug 2025

## Register your concession\*

Save up to 50% on your water and sewer charges.

🌐 [yvwm.com.au/concessions](http://yvwm.com.au/concessions)  
📞 **1300 441 248**

\*Health Care, Pension or DVA health card holders

## Using recycled water safely

Recycled water is great for watering gardens, washing clothes and flushing toilets, but it's not for drinking, preparing food or bathing. It's important to check your connection annually, to make sure your recycled water isn't connected to your drinking water supply. For more information including how to check your connection, visit [yvwm.com.au/recycledwater](http://yvwm.com.au/recycledwater)



# Building Surveyors

Email: [janaka@jintsurveyors.com.au](mailto:janaka@jintsurveyors.com.au)  
M: 0420790930

Application Number: BLD20210657

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### BUILDING PERMIT

Building Permit No. BS-L 64981/4207641772230 16 February 2022

#### Issued to

Agent of Owner **Princepal Singh**  
ACN / ARBN  
Postal Address **24 Cascade Cres Epping** Postcode **3076**  
Email **prince122singh@gmail.com**  
Address for serving **24 Cascade Cres Epping** Postcode **3076**  
or giving of  
documents:  
Contact Person **Princepal Singh** Telephone **0410598244**

#### Ownership Details (if person issued with permit is not the owner)

Owner **Princepal Singh**  
ACN / ARBN  
Postal Address **24 Cascade Cres Epping** Postcode **3076**  
Email **prince122singh@gmail.com**  
Contact Person **Princepal Singh** Telephone

#### Property Details [include title details as and if applicable]

Number **70** Street/Road **Highpark drive** Suburb **Wollert** Postcode **3750**  
Lot/s **518** LP/PS **PS734549D** Volume **11834** Folio **328**  
Crown allotment Section No Parish County  
Municipal District **Whittlesea City Council**

#### Builder

Name **Tomasz Bartczak** Telephone **0428571273**  
Address **18 Garnet close Skye 3977**  
ACN/ARBN: **49301833121**  
Building practitioner  
registration no: **DB-U 64113**

This builder is specified under section 24B 4 of the **Building Act 1993** for the building work to be carried out under this permit

#### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Tomasz Bartczak	DB-U	64113

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
------	----------------	---------------------

Bobby Rangelov	BS-U	45050
Baban Dizayi	DP-AD	36350
Nhat Duy Tran	PE	0001896
Muhammad Naeem	PE	0002653

### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is:	Insurance policy number	Insurance policy date
<b>VMIA</b>	<b>C667644</b>	<b>21/12/2021</b>
<b>VMIA</b>	<b>C667645</b>	<b>21/12/2021</b>

Name of Builder Tomasz Bartczak  
Policy Cover

### Details of Relevant Planning Permit

Planning Permit No: **719935/1**

Date of grant of Planning Permit: **06 July 2021**

### Nature of Building Work

Description: **Construction of two double story dwellings,garage,retaining wall and front fence**

Storeys contains: **2**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019 Amd 1 Vol 2**

Cost of Building Work: **\$660,000.00**

Total floor area of new building work in m<sup>2</sup>: **441**

### Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Garage**

BCA Classification: **10a**

Part of Building: **Retaining wall( RW1)**

BCA Classification: **10b**

Part of Building: **Brick fence**

BCA Classification: **10b**

### Performance Solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.3.1	Clause 3.7.2.7: To review Dwelling 2 first floor gable part of eaves located within 900mm from the adjacent building on the same allotment or 450mm of the future allotment boundary without providing the required fire rated construction
P2.3.1	Clause 3.7.2.4: To review Unit 2 first floor external wall requiring to be fire rated and does not commence at the footing or ground slab.
P2.1.1,P2.2.2,P2.6.1	To permit use Unitex Australia Non cavity base board system(Codemark certificate number CM70007 rev 2) to external wall of the dwelling. Date of issue 11/12/2020.date of expiry 30/01/2022.

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation no
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Whittlesea City Council	Legal point of discharge	133(2) Building Regulation 2018
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### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

### Inspection Requirements

The mandatory inspection notification stages are:

1. Bored Piers: before placing footings
2. Pre-Slab: before placing a footing
3. Steel: before pouring a footing or in situ reinforced concrete member
4. Frame: on completion of the framework
5. Final: on completion of all building work
6. Retaining Wall footings

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

### Commencement and Completion

This building work must commence by 16 February 2023

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 16 February 2024

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

### Relevant Building Surveyor

Name: **Chaminda Janaka** Gamage

Address: **Level 10,440 Collins street, Melbourne VIC 3000**

Email: **janaka@jjntsurveyors.com.au**

Building practitioner registration no.: **BS-L 64981**

Municipal district: **Whittlesea City Council**

Permit no.: **BS-L 64981/4207641772230**

Date of issue of permit: **16 February 2022**



# Building Permit No 4207641772230

## BUILDING PERMIT CONDITIONS

This building permit has been issued subject to compliance with all of the following conditions;

- The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor
- The dwelling is required to comply with the 6 star energy report. A letter is required at occupancy permit stage stating that all aspects the 6 star report have been complied with throughout.
- There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the property.
- Owner or Applicant must report cost increases( from initial estimate) of more than \$15,625 to the VBA within 28 days of becoming aware of the increase.
- The owner(s) is/are responsible for obtaining any planning approvals for the building work and complying with their obligations under property law, including complying with any covenants, encumbrances or a section 173 of the Planning and Environment Act 1987 agreement on title.
- The following information must be displayed on the allotment in a conspicuous position accessible to the public prior to the commencement of building work, for the duration of the building work;
  - (1) Building Permit Number & Date of issue
  - (2) Registration Number & contact details of the Builder & the Relevant Building Surveyor.
- The person in charge of carrying out the building work must notify the relevant building surveyor without delay after the completion of each mandatory notification stage (refer to the building permit)
- No building work may continue until the mandatory inspection is undertaken and approved.
- If an inspection is required prior to placing a footing, it applies to all footings applicable to the construction, and relates to the foundation material once excavated, but before a footing is placed. For example, if a dwelling is built with a slab for the dwelling, strip footings for the garage, and pad footings for a verandah, all of these are separate footings, however, can be undertaken at the same time. The foundation of all footings needs to be inspected once excavated to ensure correct sizes, positions, soil conditions etc... BEFORE a footing is placed. This may be required to be done before an inspection relating to the reinforcement within a concrete member occurs, as the foundation material needs to be sighted by the inspector (e.g. a slab on ground will have a membrane covering the soil, and therefore needs to be inspected before the membrane is placed, ensuring the soil can be viewed).
- If an inspection is required prior to pouring an in situ concrete member, this relates to the steel reinforcement within concrete members poured on site, and must be inspected prior to pouring the concrete. For example, this may be steel within the slab, steel within strip footings, steel within retaining walls, steel within basement walls, steel within pool construction, steel within bored piers, or any other steel reinforcement member which is available for inspection on site before pouring the concrete.
- In an inspection is required on completion of the framework, all elements of the framework must be made available for the inspection. For example, no cladding should be installed obstructing the inspection, and if the sub-floor is construction of framework, any flooring, plinth boards, decking boards or the like should not be installed until the sub-floor is inspected and approved. If necessary, provisions (such as an additional inspection) must be made prior to any work continuing.
- If a mandatory inspection is not approved, or approved subject to rectifications, no further building work may be undertaken until all rectifications and directions have been complied with. A re-inspection is required to be undertaken prior any further building work commencing and a fee of \$200

+ GST per additional inspection is applicable.

- If any termite protection is required by this permit, a durable notice is to be installed in accordance with clause 3.1.3.2(b) of the BCA. If the use of chemicals is involved in the termite management system, certificate/s edifying that the supplied treatment complies with AS3660.1 are also required to be provided upon completion of the building work.
- Its owners/Builder responsibility to demarcate the boundary.
- Its is builders responsibility to construct the external wall cladding as per the manufacturer specifications. Installation Certificate required prior to issue the occupancy permit confirming that installation is as per manufacturer specification.
- Its is builders responsibility to construct the external wall cladding as per the manufacturer specifications and conditions and limitations outline in the certification. Installation Certificate required prior to issue the occupancy permit confirming that installation is as per manufacturer specification.
- Prior to frame inspection, submit a copy of truss layout, computations and certification from manufacturer to this office.
- Temporary fence must be provided where necessary to protect the public from injury or access to the building site. A permit may be required from the local authority for Asset Protection prior to commencing building work.

Note 1: Under regulation 42, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 day after any change in the name or address of the owner or of the building surveyor carrying out the building work.

Note 2: Under regulation 41, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.

Note 3: Include building practitioners with continuing involvement in the building work.

Note 4: Include building practitioners with no further involvement in the building work.

Note 5: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.



Application Number: BLD20210657

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018  
**OCCUPANCY PERMIT**

**Property Details**

Number: <b>70</b>	Street/Road: <b>Highpark drive</b>	Suburb: <b>Wollert</b>	Postcode: <b>3750</b>
Lot/s: <b>518</b>	LP/PS: <b>PS734549D</b>	Volume: <b>11834</b>	Folio: <b>328</b>
Crown: allotment	Section: No	Parish:	County:
Municipal District: <b>Whittlesea City Council</b>			

**Building permit details**

Building permit number: **BS-L 64981/4207641772230**  
Version of BCA applicable to building permit: **2019 Amd 1 Vol 2**

**Building Details**

Part of building to which permit applies:	Permitted use:	BCA Class of building:	Maximum permissible floor live load:	Maximum number of people to be accommodated
Dwelling (Unit 1 and Unit 2)	Residential	1a(a)	1.5Kpa	N/A
Garage (Unit 1 and Unit 2)	Residential	10a	2.5Kpa	N/A
Retaining wall( RW1)		10b	N/A	N/A
Brick fence		10b	N/A	N/A

Storeys contained: <b>2</b>	Rise in storeys (for Class 2-9 buildings): <b>N/A</b>
Effective height: <b>N/A</b>	Type of construction: <b>N/A</b>

**Inspection Approval dates for mandatory inspections that have been carried out are as follows:**

Inspection type	Approved date
Bored Piers: before placing footings	24/02/2022
Pre-Slab: before placing a footing (U2)	24/02/2022
Re pre slab: Before placing a footing (U1)	24/02/2022
Re Steel: before pouring a footing or in situ reinforced concrete member (U1)	1/03/2022
Re Steel: before pouring a footing or in situ reinforced concrete member (U2)	1/03/2022

**Certificate No** BS-L 64981/4207641772230

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Re frame : oncompletion of the framework (U1)	11/07/2023
Re frame : oncompletion of the framework (U2)	11/07/2023
Final:on completion of all building work (U1)	24/01/2024
Final:on completion of all building work (U2)	24/01/2024

### Performance solution

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
P2.3.1	Clause 3.7.2.7: To review Dwelling 2 first floor gable part of eaves located within 900mm from the adjacent building on the same allotment or 450mm of the future allotment boundary without providing the required fire rated construction
P2.3.1	Clause 3.7.2.4: To review Unit 2 first floor external wall requiring to be fire rated and does not commence at the footing or ground slab.
P2.1.1,P2.2.2,P2.6.1	To permit use Unitex Australia Non cavity base board system(Codemark certificate number CM70007 rev 2) to external wall of the dwelling. Date of issue 11/12/2020.date of expiry 30/01/2022.

### Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Whittlesea City Council	Legal point of discharge	133(2) Building Regulation 2018

### 1. Other Conditions

- 2.1 All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- 2.2 All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.
- 2.3 All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil;or 50mm to paving with a roof cover.
- 2.4 Pursuant to Section 46(2) of the Building Act 1993, this occupancy permit does not constitute a statement of compliance with the Building Act and Regulations.
- 2.5 Its owner responsibility to maintain the the smoke alarm in accordance with AS3786-2014.

### Suitability for occupation

At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.

**Relevant building surveyor**

Name: **Chaminda Janaka Gamage**  
Address: **Level 10,440 Collins street, Melbourne VIC 3000**  
Email: **janaka@jjntsurveyors.com.au**  
Building practitioner  
registration no.: **BS-L 64981**  
Municipal district name: **Whittlesea City Council**  
Occupancy Permit no. **BS-L 64981/4207641772230**  
Date of issue: **1 February 2024**  
Date of final inspection **24 January 2024**  
Signature:



INFORMATION ONLY

# Domestic Building Insurance

## Certificate of Insurance

**Princepal Singh****24 Cascade Cres  
EPPING  
VIC 3076**

Policy Number:

**C667644**

Policy Inception Date:

**21/12/2021**

Builder Account Number:

**021588**

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **70 Highpark Dr WOLLERT VIC 3750 Australia**Carried out by the builder: **TOMASZ BARTCZAK**Builder ABN: **49301833121**

**!** If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Princepal Singh**Pursuant to a domestic building contract dated: **09/09/2021**For the contract price of: **\$ 330,000.00**Type of Cover: **Cover is only provided if TOMASZ BARTCZAK has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email [dbi@vmia.vic.gov.au](mailto:dbi@vmia.vic.gov.au)

### IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

\* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.