

SEYIT ALI AYRANCI
(Vendor)

**CONTRACT OF SALE OF REAL ESTATE and
SECTION 32 VENDORS STATEMENT**

Ppty: 9 Buster Street, Sunbury VIC 3429

PERFECT CHOICE CONVEYANCING SERVICES

820 Pascoe Vale Road, Glenroy VIC 3046

Tel: (03) 9304-1070

Fax: (03) 9304-1071

Mob: 0417-567-968

Email: info@pcconveyancing.com.au

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

Ppty: 9 Buster Street, Sunbury VIC 3429

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
- and 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/...../20__

Print name(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/...../20__

SEYIT ALI AYRANCI

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

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the **Legal Professional 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.

PAYMENT

Price \$

Deposit \$ _____ by _____ (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

GST (general condition 19)

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 38-48 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

Margin Scheme

SETTLEMENT (general conditions 17 & 26.2)

is due on the _____ **day of** _____, **20**__

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

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

LEASE (general condition 5.1)

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 5.1.

If '**subject to lease**' then particulars of the lease are: Not Applicable.

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

TERMS CONTRACT (general condition 30)

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 20)

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

Lender:

Loan amount

Approval date:

BUILDING REPORT

General condition 21 applies only if the box is checked.

PEST REPORT

General condition 22 applies only if the box is checked.

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

Special Conditions

SPECIAL CONDITIONS

Any Special Conditions written below which are inconsistent with the General Conditions hereinbefore contained shall modify or exclude such Conditions to the extent of such inconsistency.

INTERPRETATION

1. In this contract except where inconsistent with the context or subject matter words importing the singular shall include the plural words importing the plural shall include the singular words importing one gender shall include any other gender and if there is more than one purchaser then each purchaser shall be bound both severally and also jointly with every other purchaser by the terms and conditions of this contract to be performed and observed by the purchaser.

ACKNOWLEDGMENT OF STATEMENT

2. The purchaser hereby acknowledges that prior to signing this contract and prior to signing any other documents relating to the sale hereby effected he received a statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

REPRESENTATIONS

3. The Purchaser admits that this Contract constitutes the whole of the agreement made between the Vendor and the Purchaser. The Purchaser acknowledges that there are no conditions, obligations, representations, terms or warranties (except those contained herein) relating to the sale of the property, including any made by the Vendor or its agents unless these are set out in the Contract.

ACKNOWLEDGMENT AS TO INSPECTION OF PROPERTY

4. The purchaser acknowledges that the purchaser has inspected the property and Chattels in their present condition and state of repair and with any defects existing at the date thereof. The Purchaser agrees that the Vendor is under no liability or obligations to carry out repairs, renovations, alternations or improvements.

NOMINATION

5. If the contract states that the property is sold to a named purchaser "and/or nominee", the named purchaser may, at least fourteen (14) days prior to the settlement date, nominate an additional or substitute Purchaser, however the named purchaser remains personally liable for the due performance of all the Purchaser's obligations under this Contract of Sale.
 - a) If the nominated Purchaser is a company then the named Purchaser shall deliver the guarantee herewith, signed by all the directors of the company to the Vendor's conveyance.

VENDOR'S LOSS AND DAMAGE

6. The purchaser breaching this Contract shall pay upon all demand all expenses incurred by the Vendor as a result of such breach notwithstanding:

-That the purchaser may not be aware at the date of the Contract of the particular consequences which may flow from delay in settlement; and

-That such damages could not have reasonably been foreseen by the Purchaser.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date under the Contract or at a time subsequently arranged by consent with their representative, the Vendor will or may suffer the following losses and expenses which the Purchaser moneys in accordance with the terms of the Contract: -

- a) The cost of obtaining bridging finance to complete the Vendor's purchaser of another property and interest charged on such bridging finance calculated from the due date of the settlement.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from settlement;
- c) Accommodation expenses necessarily incurred by the Vendor;

- d) A fee for rescheduling settlement on the day of settlement or after set at \$550.00 per re-attendance;
- e) Legal and Conveyancing, representatives costs and expenses as between Vendor's solicitor/Vendor's representative and Vendor;
- f) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase of another property.

If the Vendor gives to the Purchaser a notice of default under this contract, the default will not be remedied until remedy by the purchaser of the relevant default or if the default is incapable of remedy, compensation is paid to the Vendor's satisfaction.

DEFAULT INTEREST

- 7. Should the Purchaser default in payment of any money due under this Contract, then interest at the rate of 14 per centum (14%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such monies are paid and shall be payable by the Purchaser to the Vendor upon demand without necessity for any notice in writing whether under General Condition 33 or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of General Condition 33 shall not apply to this Contract.

MERGER

- 8. The provisions of this contract shall not merge in the transfer of the land and shall continue to bind the vendor and the purchaser to the extent that any of them require to be complied with after the Settlement Date.

SWIMMING POOL OR SPA

- 9. If the Property contains a swimming pool or spa the Building Regulations require suitable safety barriers to be established. The Purchaser acknowledges responsibility for this from the date of Contract and warrants to the Vendor it will comply with all building regulations and other requirements that may apply in relation to the swimming pool or spa.

NOTICES

- 10. The Purchaser will be responsible from the date of Contract for complying with any notice, order, declaration or report including payment of any new or special levy that may affect the Property.

The purchaser will indemnify and keep indemnified against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever which the vendor may suffer, sustain or incur in connection with or relating to any liability, claim or action, demand, suit or proceedings howsoever arising, made or incurred on or subsequent to settlement, or from events or occurrences happening or arising on or subsequent to settlement, in any way in connection with the Property or any act, matter or thing occurring thereon.

FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

- 11. The purchaser warrants to the vendor that any approval required under the Foreign Acquisition and Takeovers Act 1975 (as amended) or any real estate policy guidelines of the Commonwealth Government and/or the approval of The Reserve Bank of Australia under the banking (Foreign Exchange) Regulations to enter into this contract has been obtained or that a statement of non-objection in connection with the Foreign Acquisition and Takeovers act 1975 or such guidelines has been obtained. In the event that this warranty is untrue in any respect the purchaser hereby indemnifies and keeps indemnified the vendor against any loss (including consequential loss) which the vendor suffers as a result of the vendor having relied on this warranty at the time of entering into this contract.

Where the purchaser is not a resident and ordinary domiciled in Australia or a foreign company, the purchaser shall:-

- a) Within 60 days of request of the vendor produce to the vendor adequate proof of the Purchaser's ability to pay the residue of moneys owing in the form of
 - I. Written confirmation from an Australian bank showing funds on deposit being available for the settlement of the contract;
 - II. A letter of approval from an Australian bank in respect of any loan to be taken out by the purchaser for the settlement for the settlement of the contract;
 - III. Any other approval or confirmation approved by the vendor sufficient to show the ability of the purchaser to pay the residue owing.
- b) Any failure by the purchaser to comply with the provisions of this clause shall be deemed a material breach of this contract and the vendor shall be entitled to rescind this contract.

MULTIPLE PURCHASERS

12. If there is more than one purchase then:-

- a) The Purchasers obligations in this will bind all those persons jointly and severally;
- b) It is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property.
- c) If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers responsibility to pay any additional duty which may be assessed as a result of the variation;
- d) The purchasers fully indemnify the vendor, the vendor's agent and representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- e) This special condition will not merge on completion.

EARLY POSSESSION

13. In the event that the Vendor allows the Purchaser to take possession of the subject property prior to the settlement then the Purchaser shall execute a licence agreement as prepared by the Vendor's representative and shall prior to taking possession pay the costs associated with the said preparation.

SUBJECT TO LEASE (if applicable)

14. If the property is being sold subject to a lease or receipt of their rents and profits.

The purchaser acknowledges being satisfied with all aspects of the lease and will not make any claim or objection in respect of the leave or any variation to it.

The rent and all outgoings payable by the tenant under the lease (the lease money) will be apportioned on the settlement date between the vendor and the purchaser as follows:

- a) The vendor will be entitled to all lease money payable in respect of the full period up to and including the settlement date and the purchaser will be entitled to all lease money payable from the date after that date.
- b) Where lease money has been paid to the vendor for a period expiring after the settlement date the vendor allow the purchaser a proportion that the number of days remaining in the period after settlement date bears to the total number of days in the period.
- c) If any lease moneys are in arrears the purchaser will allow those arrears to the vendor.

The purchaser agrees that after the settlement date the vendor will be entitled to commence proceedings in the name of the purchaser against the tenants under the lease to recover any rent which may be unpaid on the settlement date or to enforce the tenant's obligation to pay rates or other outgoings.

The purchaser must pay to the vendor any lease money received by the purchaser for any period up to the settlement date.

This condition will not merge on settlement but remain in operation for as long as is necessary to give effect to it.

PLAN OF SUBDIVISION (if applicable)

15. The Purchaser acknowledges that as at the Day of Sale the plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
- a) The vendor shall at his/her own cost and expense procure registration of the Plan of Subdivision.
 - b) If the Plan is not registered within (18) months after the Day of Sale, either the Purchaser or the Vendor may after the expiration of that (18) months but before the Plan of Subdivision is so registered rescind this Contract of Sale by notice in writing to the other party and the Deposit Money shall than be repaid to the Purchaser in full.
 - c) The Vendor reserves the right to make alternation to the Plan of Subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupation and otherwise on the ground that the Plan of Subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the property as inspected by the Purchaser.
 - d) Plans of Works intended to affect the natural surface levels of the land comprised in the Plan and the abutting land are annexed to the Section 32 Statement (if applicable). The Vendor reserves the right to alter the natural surface levels of the property any time after the Day of Sale. The Vendor Shall notify the Purchaser as soon as practicable of any changes to the works already disclosed in the Vendor's Section 32 Statement (if applicable).
 - e) Until such time as the Plan of Subdivision has been registered by the Registrar of Titles the Purchaser shall not lodge or cause permit to be lodged on the Purchaser's behalf any Caveat in respect of the Purchaser's interest in the property and the purchaser shall indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may incur or suffer as a consequence of any breach by the Purchaser of this provision.

OWNER BUILDER (if applicable)

16. The Purchaser acknowledges that prior to signing the contract, the purchaser has received a copy of the inspection report as prescribed in Section 137B of the Building Act 1993, and a copy of a certificate evidencing the existence of the required insurance.

The Vendor's warrants that they have effected a Policy Insurance which indemnifies the purchaser (and any subject purchasers) against all losses and damage during the period of insurance which result from:

- a) Any breach of the Statutory Warranties under Section 137C of the Act; and
- b) Alternative accommodation, removal and/or storage costs reasonably and necessarily incurred as a result of any event under (a) above.

The Vendor warrants that 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.

The Vendor warrants that 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.

The Vendor warrants that domestic building work has carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the Act and the regulations.

RATE CERTIFICATES

17. The Purchaser agrees to provide copies of all certificates issued within 60 days prior to settlement obtained by them to complete any adjustments to the Vendor's Representative if requested. The Vendor will not be obliged to provide cheque details until this condition has been complied with.

STATEMENT OF ADJUSTMENTS

18. Further to General Condition 23, Adjustments must be prepared on behalf of the Purchaser and provided to Perfect Choice Conveyancing Services not less than 5 business days prior to the due date of settlement and any failure to do so, will cause the Purchaser to pay an administration fee to Perfect Choice Conveyancing of \$330.00 for the delay in receiving the Statement of Adjustments.
19. The provisions of this Contract shall apply and prevail over any statutory or implied conditions but only to the extent of any inconsistency and to the extent permissible at law.

AUCTION CONDITIONS (if applicable)

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

DEPOSIT RELEASE

21. The purchaser agrees to release the deposit monies to the vendor via signed Section 27 Statement along with a copy of the Section 27 letter from the mortgagee (if applicable). The purchaser will not object to the release of deposit monies.

SUBJECT TO FINANCE

22. In the event that the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:
 - (a) provide a declined letter from the lender (not the mortgage broker) stipulated on the Contract of Sale to confirm that the finance has been declined; and
 - (b) provide sufficient evidence and the circumstances as to why the finance was declined.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

SETTLEMENT AGENT APPOINTMENT

23. The purchaser acknowledges that the Vendor has appointed Perfect Choice Conveyancing Services as its agent for the purpose of completing this transaction and for directing the payment of all moneys payable pursuant to the Contract. The purchaser and their representative acknowledge that they will not be entitled to request any further proof of this authority.

General Conditions

Contract Signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties' consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

- 6.5 The warranties in general conditions 6.3 to 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* 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*.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties Online or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must:
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correct in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 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 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provision folio under section 23 of the Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if :
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a refer to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The 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 together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

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

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

14.6 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 the title.

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

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

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00am and 4.00pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks.
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In 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.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

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

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

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

23. ADJUSTMENTS

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

23.2 The period 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.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount

in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the Performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation to 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.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as

soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

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

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement adjustment requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless provide otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (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.

30.2 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 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by the stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 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.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

Interest at 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 at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 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.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE AND INDEMNITY

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the Purchaser (if not the same person) and by each Director of the Purchaser (if the Purchaser is a Corporation):

I/We, _____ of _____
and _____ of _____

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named Vendor(s) selling to the within-named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY for ourselves and our respective executors and administrators JOINTLY AND SEVERALLY COVENANT with the said Vendor(s) and their assigns that if at any time default shall be made in payment of the deposit or residue of purchase money or interest or any other moneys payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) I/we will forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of the deposit money, residue of purchase money, interest or other moneys which shall then be due and payable to the Vendor(s) and hereby indemnify and agree to keep the Vendor(s) 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(s) may incur by reason of any default on the part of the Purchaser(s). 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(s) 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(s) for any such payment performance or observance;
- (d) by reason of the Vendor(s) 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 us, our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals the _____ day of _____ 20____

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

SIGNED SEALED AND DELIVERED by the said _____)
in the presence of: _____)

.....witness

Vendor Statement

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

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

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

Land	9 Buster Street, Sunbury VIC 3429
-------------	-----------------------------------

Vendor's name	Seyit Ali Ayranci	Date / /
Vendor's signature		

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

	To	
--	----	--

Other particulars (including dates and times of payments):- Not Applicable.

1.3 Terms Contract

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

- Not Applicable.

1.4 Sale Subject to Mortgage

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

- Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

- Not Applicable.

2.2 Owner Builder

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

- Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

- Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

- Not Applicable.

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

- Is attached.

6. OWNERS CORPORATION

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

- Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

- Not Applicable.

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider prior to settlement and the Purchaser will have to have the services reconnected. It is the Purchaser’s responsibility to check with the appropriate authorities as to the availability of and the costs of connecting or reconnecting to the property any of the services required. Unless the Purchaser contacts the supplier authority and takes over the existing service, final reading will be obtained and all services will be disconnected at settlement. It will be the Purchaser’s responsibility to pay all costs of and incidental to connections or reconnections of the services required.

9. TITLE

Attached are copies of the following documents:

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

- Not Applicable.

10.2 Staged Subdivision

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

- Not Applicable.

10.3 Further Plan of Subdivision

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

- Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

- Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

- See attached.

13. ATTACHMENTS

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

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

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

--

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

VOLUME 12365 FOLIO 919

Security no : 124112121121U
Produced 24/01/2024 09:04 PM

LAND DESCRIPTION

Lot 571 on Plan of Subdivision 837661L.
PARENT TITLE Volume 12365 Folio 383
Created by instrument PS837661L 29/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SEYIT ALI AYRANCI of 320 KONAGADERRA ROAD OAKLANDS JUNCTION VIC 3063
AV530583L 13/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV530584J 13/04/2022
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS837661L 29/03/2022

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
AU736298V 26/08/2021

DIAGRAM LOCATION

SEE PS837661L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 9 BUSTER STREET SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 13/04/2022

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS837661L
Number of Pages (excluding this cover sheet)	11
Document Assembled	24/01/2024 21:04

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			LUV USE ONLY EDITION 1	PLAN NUMBER PS837661L
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: BULLA BULLA</p> <p>TOWNSHIP:</p> <p>SECTION: 21</p> <p>CROWN ALLOTMENT: 4 (PART)</p> <p>CROWN PORTION: 15 (PART)</p> <p>TITLE REFERENCES: VOL.12365 FOL.383</p> <p>LAST PLAN REFERENCE/S: PS837639D (LOT D)</p> <p>POSTAL ADDRESS: 170 LANCEFIELD ROAD (At time of subdivision) SUNBURY, 3429</p> <p>MGA2020 Co-ordinates E 302 660 (of approx centre of land in plan) N 5 838 930 ZONE 55</p>			<p>Council Name: Hume City Council</p> <p>Council Reference Number: S009335 Planning Permit Reference: P22067 SPEAR Reference Number: S164020S</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 24/03/2021</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: this plan</p> <p>Digitally signed by: Antonino Magazzu for Hume City Council on 15/03/2022</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 500 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOT H COMPRISES 8 PARTS ON THIS PLAN. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 11 FOR FURTHER DETAILS. OTHER PURPOSE OF THE PLAN: REMOVAL OF THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-2 ON PS837639D AS AFFECTS MONTEGO BOULEVARD ON THIS PLAN. REMOVAL OF THAT PART OF DRAINAGE & SEWERAGE EASEMENT E-3 ON PS837639D AS AFFECTS FREDDIE STREET AND LEROY STREET ON THIS PLAN. REMOVAL OF THAT PART OF DRAINAGE EASEMENT E-7 ON PS837639D AS AFFECTS FREDDIE STREET, LEROY STREET AND LOLLIPOP CRESCENT ON THIS PLAN. GROUNDS FOR REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.	
ROAD R1	HUME CITY COUNCIL			
ROAD R2	HUME CITY COUNCIL			
RESERVE No.1 RESERVE No.2	HUME CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY STAGING This is/is not a staged subdivision. Planning permit No. P22067 SURVEY. THIS PLAN IS/IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM 32-34, 59, 61, 171, 174, 211-214, 230, 231, Bollinda PM 23, 24 & MMB 4674 PROCLAIMED SURVEY AREA: 74 KINGSFIELD 5 4.741ha			77 LOTS	
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-2	DRAINAGE	SEE PLAN	PS833862W	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS833862W	CITY WEST WATER CORPORATION
E-3	DRAINAGE	SEE PLAN	PS837639D	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS837639D	GREATER WESTERN WATER CORPORATION
E-4	SEWERAGE	SEE PLAN	PS837639D	GREATER WESTERN WATER CORPORATION
E-5	DRAINAGE	SEE PLAN	PS837631V	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS833849N	CITY WEST WATER CORPORATION
E-6	DRAINAGE	SEE PLAN	PS837631V	HUME CITY COUNCIL
	SEWERAGE	SEE PLAN	PS837631V	CITY WEST WATER CORPORATION
E-7	DRAINAGE	SEE PLAN	PS837639D	HUME CITY COUNCIL
E-8	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-9	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
SEE SHEET 2 FOR CONTINUATION				
2640S05 VER F.DWG SB/BC			SURVEYOR REF: 2640s05	ORIGINAL SHEET SIZE: A3
 SMC Member of the Surbana Jurong Group			Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F). 27/01/2022, SPEAR Ref: S164020S	SHEET 1 OF 11 PLAN REGISTERED TIME: 2:31pm DATE: 29/03/2022 SN Assistant Registrar of Titles

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-10	CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL
E-11	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-11	DRAINAGE	SEE PLAN	THIS PLAN	HUME CITY COUNCIL

2640S05 VER F.DWG SB/BC

ORIGINAL SHEET
SIZE: A3

SHEET 2



Member of the Surbana Jurong Group

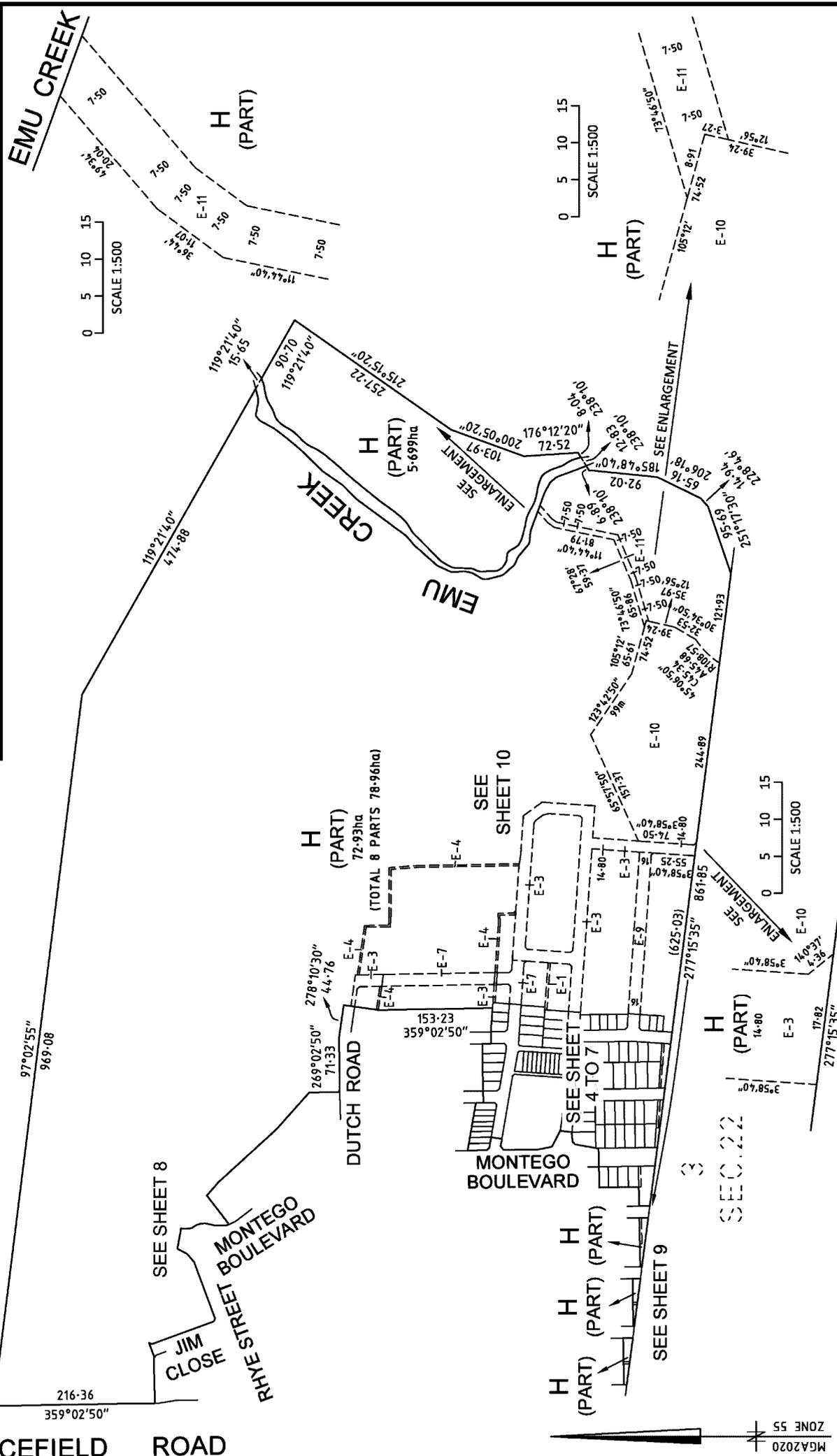
REF 2640s05

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (F),
27/01/2022, SPEAR Ref: S164020S

Digitally signed by:
Hume City Council,
15/03/2022,
SPEAR Ref: S164020S

PLAN OF SUBDIVISION

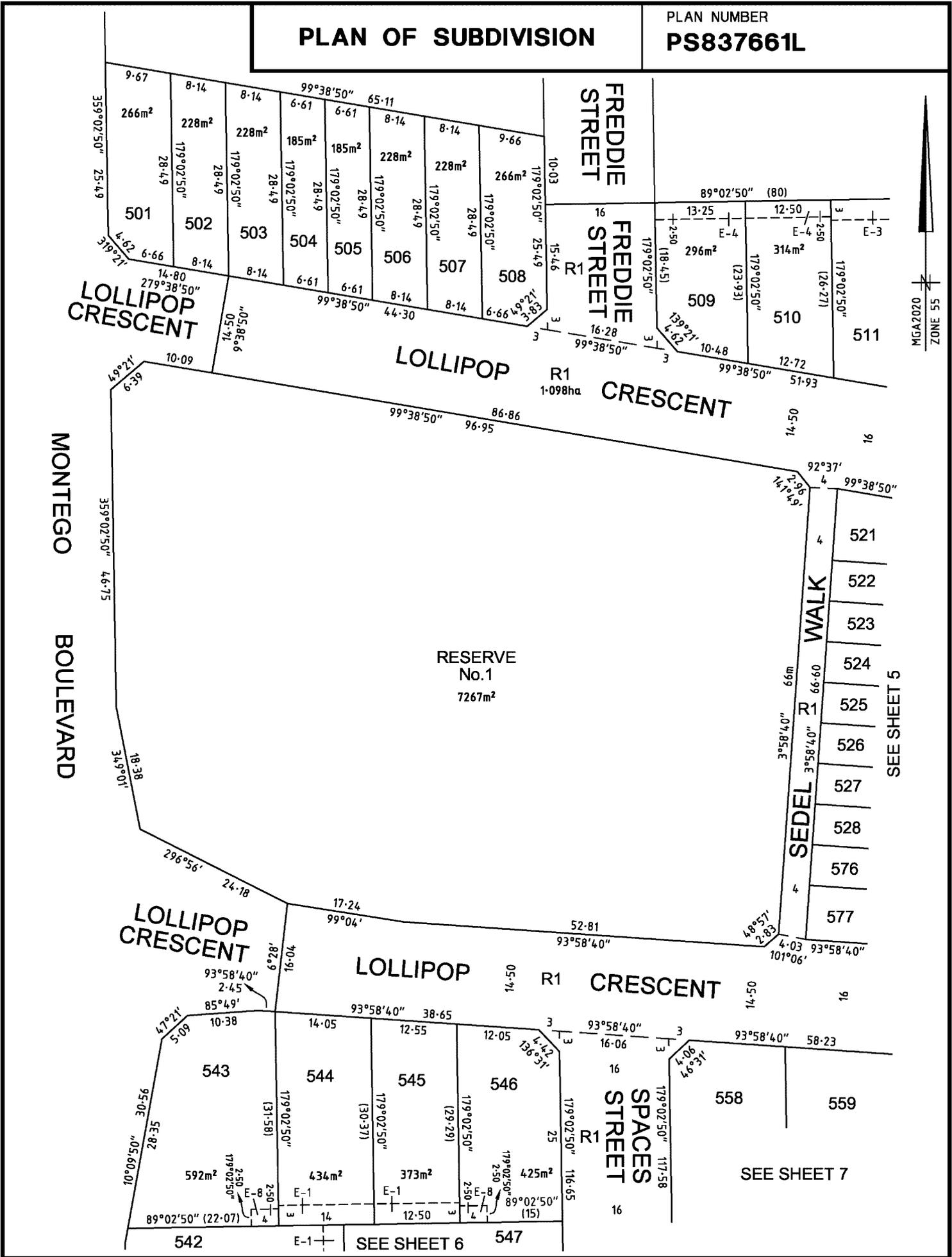
PLAN NUMBER
PS837661L



2640S05 VER F.DWG SB/BC  Member of the Surbana Jurong Group REF 264.0s05	SCALE 1:5000 LENGTHS ARE IN METRES 0 50 100 150 200	ORIGINAL SHEET SIZE A3 SHEET 3
	Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S	

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



SEE SHEET 5

SEE SHEET 7

SEE SHEET 6

2640S06 VER F.DWG SB/BC

SMEC

Member of the Surbana Jurong Group

REF 2640s05

SCALE
1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

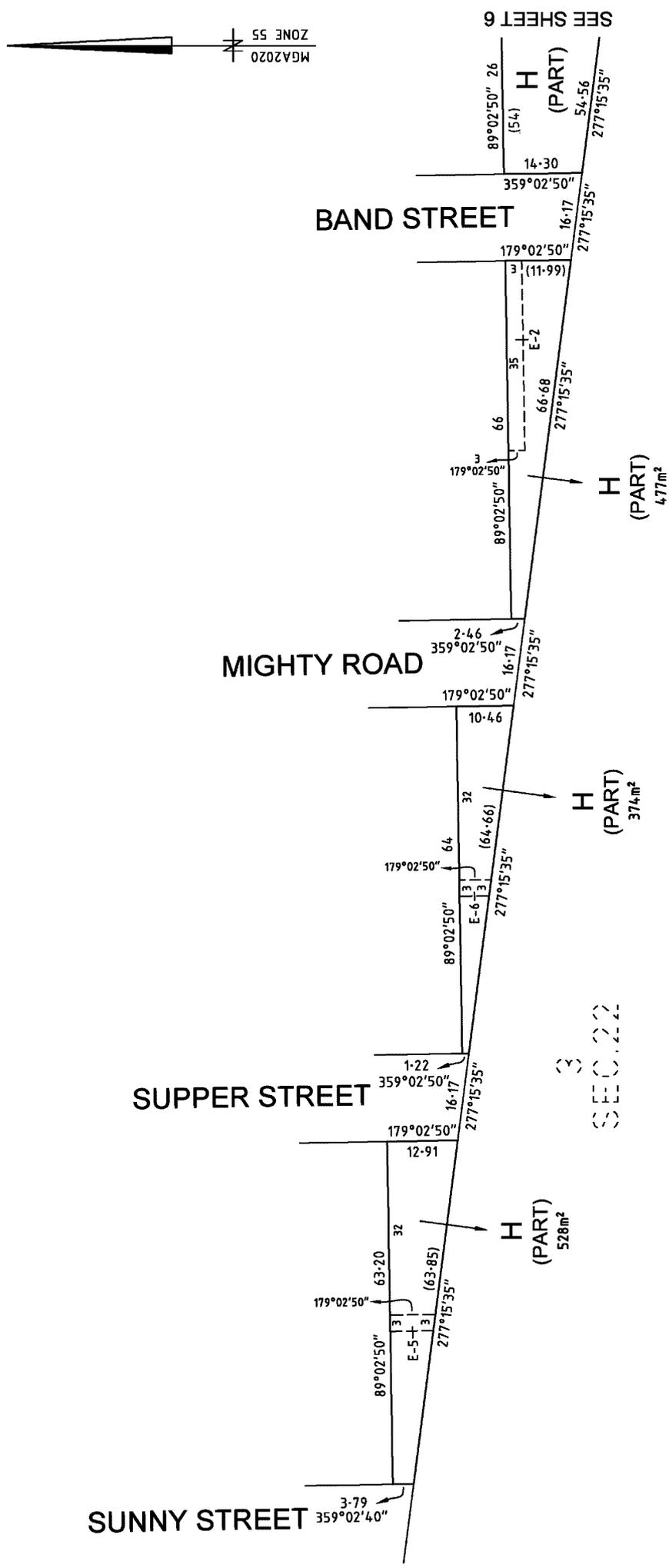
SHEET 4

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (F),
27/01/2022, SPEAR Ref: S164020S

Digitally signed by:
Hume City Council,
15/03/2022,
SPEAR Ref: S164020S

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



SCALE 1:750 LENGTHS ARE IN METRES 0 7.5 15 22.5 30	ORIGINAL SHEET SIZE A3	SHEET 9
Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S		
Digitally signed by: Hume City Council, 15/03/2022, SPEAR Ref: S164020S		

2640S05 VER FDWG SB/BC

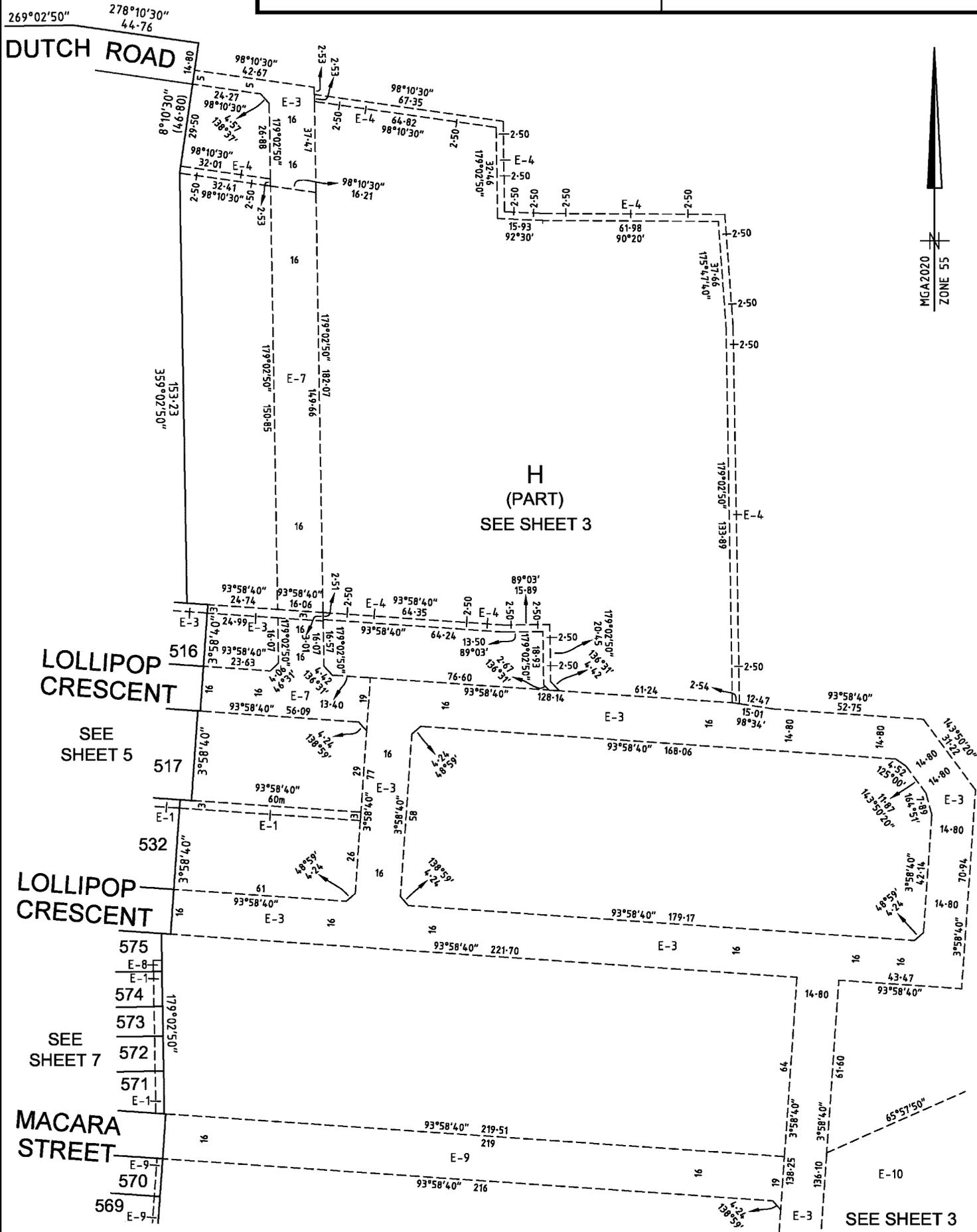
SMEC

Member of the Surbana Jurong Group REF 264.0s05

SEE SHEET 8

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



2640S06 VER F.DWG SB/BC

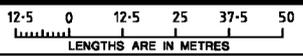


SMEC

Member of the Surbana Jurong Group

REF 2640s05

SCALE
1:1250



12.5 0 12.5 25 37.5 50
LENGTHS ARE IN METRES

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (F),
27/01/2022, SPEAR Ref: S164020S

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Hume City Council,
15/03/2022,
SPEAR Ref: S164020S

SHEET 10

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 501 to 577 (Both Inclusive).

Land to be Burdened: Lots 501 to 577 (Both Inclusive).

Description of Restriction

The registered proprietor or proprietors for the time being of any lot forming part of the land described in this plan must not use the land, permit the use of the land, construct upon the land or allow construction upon the land other than in accordance with the memorandum of common provisions registered in dealing No. AA7809 and which memorandum of common provisions is incorporated in this plan.

CREATION OF RESTRICTION B

The following restriction is to be created upon registration of Plan of Subdivision PS837661L by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
501	502
502	501, 503
503	502, 504
504	503, 505
505	504, 506
506	505, 507
507	506, 508
508	507
509	510
514	515

BURDENED LOT No.	BENEFITING LOTS
515	514, 516
516	515
568	569
569	568, 570
570	569
571	572
572	571, 573
573	572, 574
574	573, 575
575	574

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type A)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect on the burdened lot after the issue of a certificate of occupancy for the whole of a dwelling on the burdened lot provided that the whole of the dwelling complies with the Small Lot Housing Code for Type A allotments.

CREATION OF RESTRICTION C

The following restriction is to be created upon registration of Plan of Subdivision PS837661L by way of restrictive covenant and as a restriction as defined in the Subdivision Act 1988.

Description of Restriction

Table of burdened and land benefited

BURDENED LOT No.	BENEFITING LOTS
521	522
522	521, 523
523	522, 524
524	523, 525
525	524, 526

BURDENED LOT No.	BENEFITING LOTS
526	525, 527
527	526, 528
528	527, 576
576	528, 577
577	576

The registered proprietor or proprietors for the time being for any burdened lot on the Plan of Subdivision in the above table as a lot subject to the "Small Lot Housing Code" must not build or permit to be built or remain on the lot any building or structure that has not been constructed in accordance with the "Small Lot Housing Code (Type B)" unless such construction is in accordance with a planning permit granted to construct a dwelling on the lot.

This restriction shall cease to have effect on the burdened lot after the issue of a certificate of occupancy for the whole of a dwelling on the burdened lot provided that the whole of the dwelling complies with the Small Lot Housing Code for Type B allotments.

2640S06 VER F.DWG SB/BC



SMEC

Member of the Surbana Jurong Group

REF 2640s05

ORIGINAL SHEET
SIZE: A3

SHEET 11

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (F),
27/01/2022, SPEAR Ref: S164020S

Digitally signed by:
Hume City Council,
15/03/2022,
SPEAR Ref: S164020S

AA7809

**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

Privacy Collection Statement

The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by	HWL Ebsworth Lawyers
Name:	
Phone:	(03) 8644 3562
Address:	Level 8, 447 Collins Street, Melbourne VIC 3000
Reference:	MM:AC:978064: Stage 5 Kingsfield
Customer code:	0985X

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the plan:

Burdened land: THE LAND KNOWN AS "KINGSFIELD SUNBURY", 170 LANCEFIELD ROAD, SUNBURY AND BEING PART OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 9766 FOLIO 532 - LOTS 501 TO 577 (INCLUSIVE) ON THE PLAN OF SUBDIVISION

Benefited land: THE LAND KNOWN AS "KINGSFIELD SUNBURY", 170 LANCEFIELD ROAD, SUNBURY AND BEING PART OF THE LAND DESCRIBED IN CERTIFICATE OF TITLE VOLUME 9766 FOLIO 532 - LOTS 501 TO 577 (INCLUSIVE) ON THE PLAN OF SUBDIVISION

The benefited land does not include the land being transferred.

Covenants: Definitions (if any):

- (a) "Building Envelope Plan" means the building envelope plans included in this MCP;
- (b) "Building Exclusion Zone" means the building exclusion zone as illustrated in the Building Envelope Plan;
- (c) "Council" means Hume City Council;
- (d) "Kingsfield Design Guidelines" means the design guidelines specified by the Kingsfield Design Panel from time to time as being applicable to the Kingsfield Estate, a copy of which can be obtained from the website at www.kingsfieldsunbury.com.au.
- (e) "Kingsfield Design Panel" means the panel of that name appointed by Lancefield (or by any person nominated in writing by Lancefield as being entitled to make that appointment) from time to time.
- (f) "Lot" means any lot contained in the Plan of Subdivision;
- (g) "Planning Scheme" means the Hume Planning Scheme;
- (h) "Plan of Subdivision" means the unregistered Plan of Subdivision no. PS837661L;
- (i) "Property" means the land located at 170 Lancefield Road, Sunbury, Victoria 3429;

35402012

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in plans.

91ATLA

Page 1 of 8

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

Error! Unknown document property name.

Memorandum of common provisions Section 91A Transfer of Land Act 1958

- (j) **“Regulations”** means the *Building Regulations 2018* (Vic).

Covenants:

1. Introduction

- (a) This Memorandum of Common Provisions ("MCP") sets out the requirements of the Council and Lancefield Road Land Partners Pty Limited ACN 627 714 854 (**Lancefield**) to maintain the quality of development and achieve a suitable neighbourhood character in order to protect the amenity of land subdivided for the benefit of residents and owners.
- (b) The provisions of this MCP are incorporated into the restrictions created by the Plan of Subdivision.
- (c) The Plan of Subdivision and this MCP restrict certain lot owners from developing a Lot other than in accordance with the Building Envelope Plans. The Building Envelope Plans provide details of approved building envelopes.
- (d) This MCP, in conjunction with the Plan of Subdivision, provides the information necessary to interpret the approved building envelopes.
- (e) This MCP is retained by the Registrar of Titles pursuant to section 91(A) of the *Transfer of Land Act 1958* (Vic).
- (f) The requirements in this MCP apply in addition to the requirements in the Regulations and the Planning Scheme. In the event of conflict or inconsistency, the provisions of this MCP shall prevail, to the extent that such conflict or inconsistency is lawful.
- (g) The requirements in this MCP may only be waived or varied by written notice issued by Lancefield.

2. Building Envelope Plans

- (a) Subject to clause 2(b), unless otherwise approved by Council, the registered proprietor or proprietors for the time being of any Lot must not construct, erect or allow construction or erection of any dwelling or garage or any part of any dwelling or garage encroaching in whole or in part into the Building Exclusion Zone as shown on the Building Envelope Plan.
- (b) Eaves, gutter, fascias, verandas, porches, porticos and balconies may encroach 1.5 metres into the Building Exclusion Zone.
- (c) The registered proprietor or proprietors for the time being of any Lot must not amend a Building Envelope Plan unless Council has considered and approved the amendment to the Building Envelope Plan.

3. Dual Plumbing covenant

The registered proprietor or proprietors for the time being of any Lot must not construct, erect or allow construction or erection of any commercial building or dwelling unless the building incorporates dual plumbing for alternative water supply for toilet flushing and garden watering use should an alternative water supply become available.

4. Building or construction works

The registered proprietor or proprietors for the time being of any Lot must not build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out, cause to be carried out, or allow to be carried out, any building or construction works on the Lot unless:

Memorandum of common provisions
Section 91A Transfer of Land Act 1958

- (a) copies of the site plan, floor plan, elevations, landscape plan, and such other documents required by the Kingsfield Design Guidelines (**Plans**) have been submitted to Kingsfield Design Panel;
- (b) the Plans comply with the Kingsfield Design Guidelines (or as approved by Council); and
- (c) the Kingsfield Design Panel has given its written approval or endorsement to the Plans prior to the commencement of works.

Expiry:

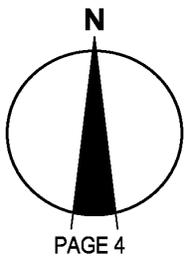
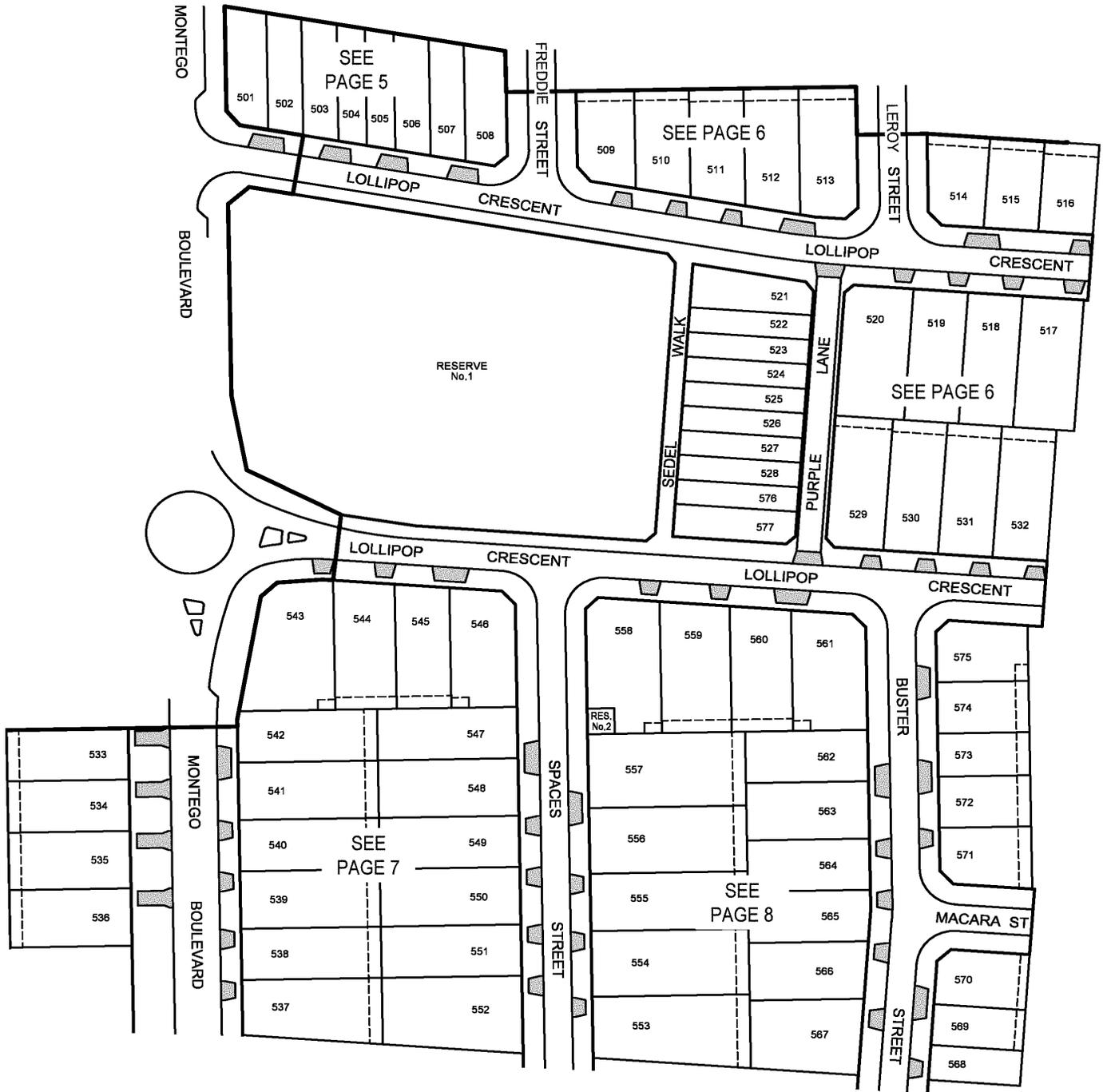
The Building Envelope Plan restrictions must cease to have effect on the Lot containing the building envelope 10 years after an occupancy permit under the Building Act 1993 (as amended from time to time) and the Regulations is issued for the whole of the dwelling on the Lot containing the building envelope. This applies to Covenant 2 in this MCP.

The Building Envelope Plan restrictions must cease to have effect on the Lot containing the building envelope 10 years after an occupancy permit under the Building Act 1993 (as amended from time to time) and the Regulations is issued for the whole of the dwelling on the Lot containing the building envelope. This applies to Covenant 3 in this MCP.

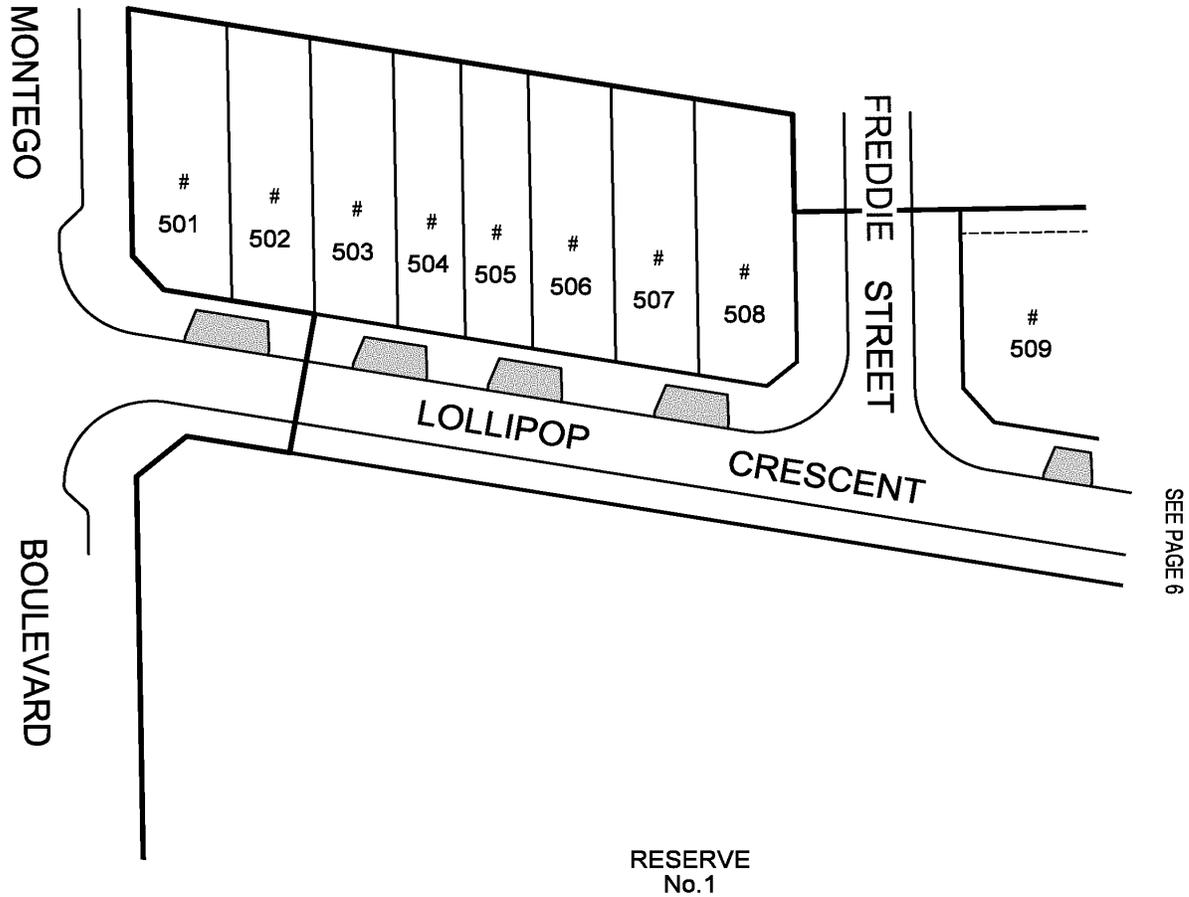
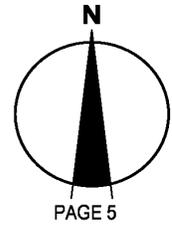
Any approval/endorsement requirement on building plans by the Kingsfield Design Panel must cease to have effect on the Lot affected by the building plan 1 year from an occupancy permit under the Building Act 1993 (as amended from time to time) and the Regulations is issued for the whole of the dwelling on the Lot. This applies to Covenant 4 in this MCP.

AA7809

Plan of Subdivision showing key to pages



AA7809



Plan of Subdivision showing building exclusion zone

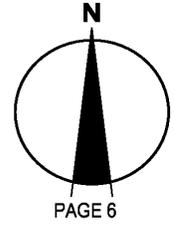


BUILDING EXCLUSION ZONE

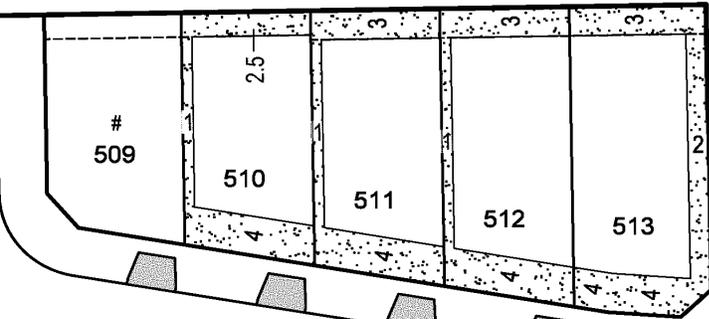
#

SMALL LOT HOUSING CODE APPLIES

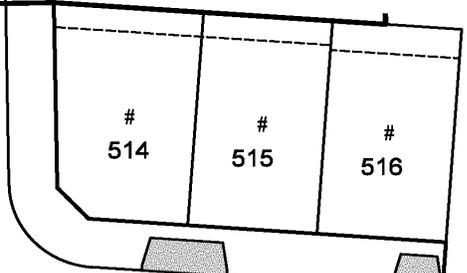
AA7809



FREDDIE STREET



LEROY STREET



LOLLIPOP

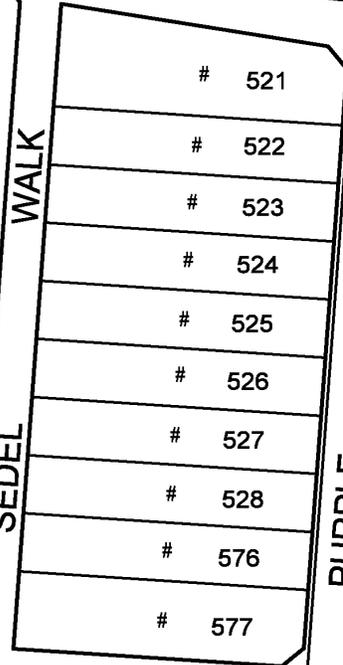
CRESCENT

SEE PAGE 5

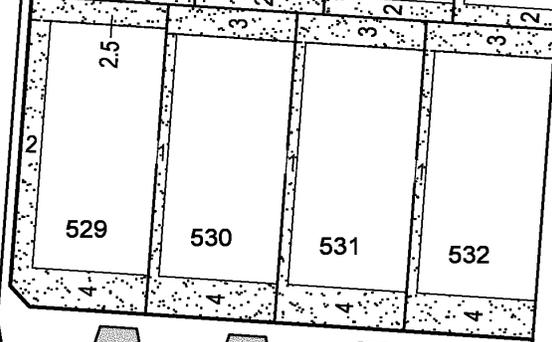
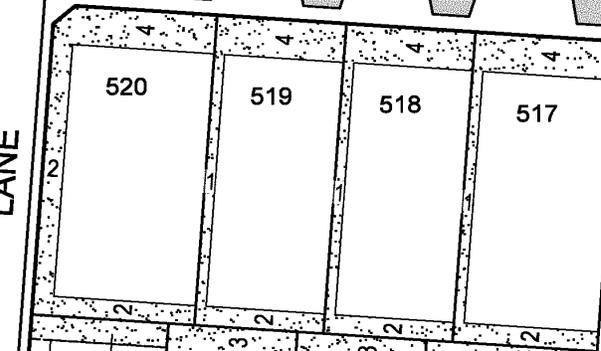
RESERVE No.1

WALK

SEDEL



PURPLE LANE



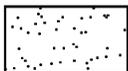
LOLLIPOP

CRESCENT

SEE PAGE 7

SEE PAGE 8

Plan of Subdivision showing building exclusion zone



BUILDING EXCLUSION ZONE

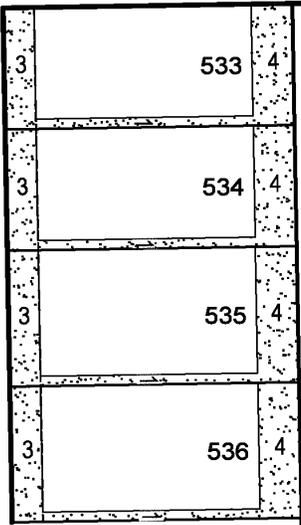
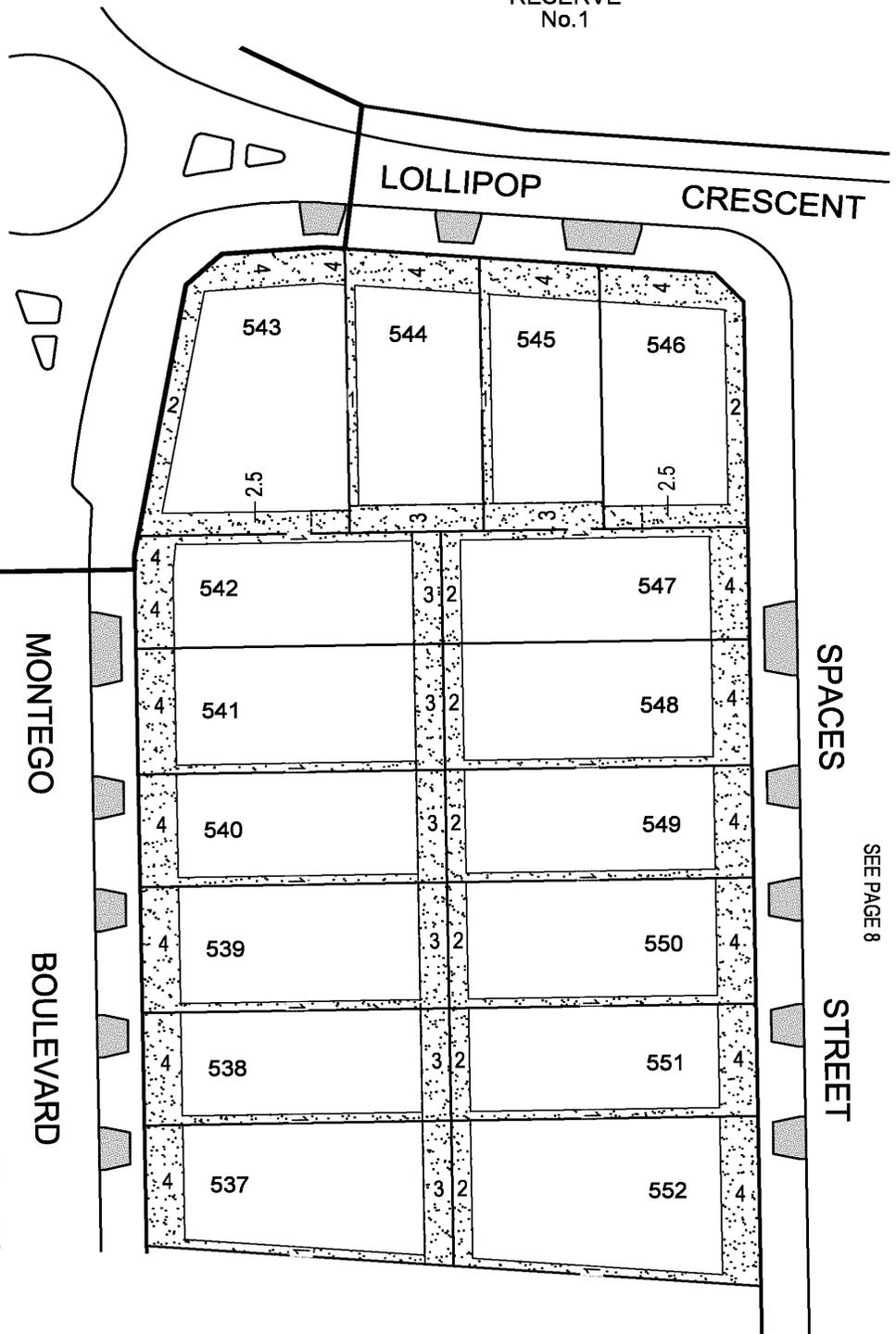
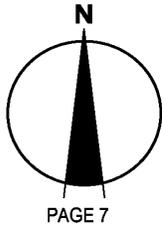
#

SMALL LOT HOUSING CODE APPLIES

AA7809

SEE PAGE 5

RESERVE
No.1



SPACES

SEE PAGE 8

STREET

MONTEGO

BOULEVARD

LOLLIPOP

CRESCENT

Plan of Subdivision showing building exclusion zone

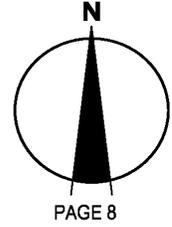


BUILDING EXCLUSION ZONE

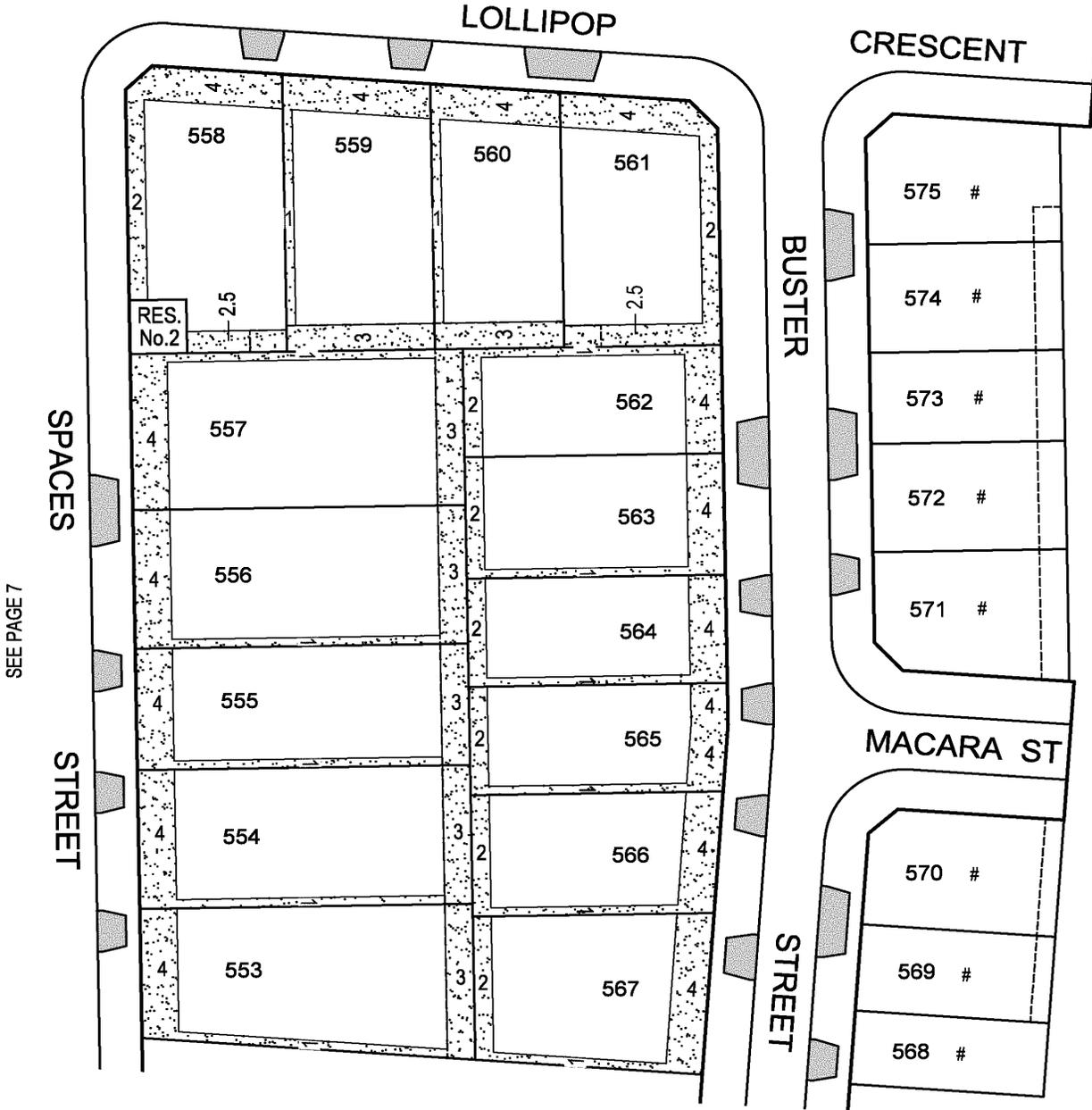
#

SMALL LOT HOUSING CODE APPLIES

AA7809



SEE PAGE 6



Plan of Subdivision showing building exclusion zone



BUILDING EXCLUSION ZONE

#

SMALL LOT HOUSING CODE APPLIES



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 25/01/2024 05:19:05 PM

Status	Registered	Dealing Number	AU736298V
Date and Time Lodged	26/08/2021 11:34:13 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22100309

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12324/894

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOLE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	HUME CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	26 AUGUST 2021

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AU736298V
Number of Pages (excluding this cover sheet)	26
Document Assembled	

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

HUME CITY COUNCIL

Council

- and -

LANCEFIELD ROAD LAND PARTNERS PTY LTD ACN 627 714 854

Owner

in relation to land at:

170 LANCEFIELD ROAD, SUNBURY 3429

5AMC:22100309

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

AU736298V

PARTIES:

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows 3047
(Council)
2. **Lancefield Road Land Partners Pty Ltd ACN 627 714 854** of c/- Moremac Property Group, Suite 11, Level 2, 856-860 Doncaster Road, Doncaster East 3109
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the ICP apply to the Land.
- R.5. The ICP sets out the contribution required from individual land owners within the area covered by the ICP to the provision of:
 - a. works, services or facilities;
 - b. land for public purposes;
 - c. the reasonable costs and expenses of preparing the ICP and PSP.
- R.6. The ICP relevantly provides that:
 - a. where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act;
 - b. the collecting agency may accept works in lieu of payment of a Monetary Component;
 - c. where the collecting agency agrees to accept works in lieu of payment of a Monetary Component and the value of the works exceed the Owner's obligation to pay a Monetary Component, the Owner is entitled to a cash reimbursement for the value above their obligation, subject to the agreement of the collecting agency.
- R.7. Council has issued the Permit for the Land. The Permit relevantly requires the:
 - a. payment of the Monetary Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements; and
 - b. payment of the Land Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.

- R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
- a. satisfy the requirements of the Permit;
 - b. set out the obligations of the Owner to pay the Monetary Component or, in lieu of payment, provide works specified in this Agreement that the collecting agency has agreed to accept in full or partial satisfaction of the obligation to pay the Monetary Component on the terms set out in this Agreement;
 - c. document the arrangements for the payment of the Land Equalisation Amount to Council and the vesting of Inner Public Purpose Land in Council, at the time agreed between the parties;
 - d. enable the Land to be developed prior to the gazettal of the Ultimate Contributions Plan;
 - e. provide for the reconciliation of payments made under this Agreement pursuant to the Interim Contributions Plan with the amounts that would have been payable had the payments been made under the Ultimate Contributions Plan; and
 - f. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- R.9. All Mortgagees or Caveators have consented to this Agreement.

AUT736238

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987 (Vic)*.
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Business Days** means a day that is not a Saturday, Sunday or a public holiday in Melbourne.
- 1.4. **Caveator** means the caveator identified in item 6 of Schedule 1.
- 1.5. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the ICP Construction Project has been completed to the satisfaction of Council.
- 1.6. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in item 8 of Schedule 1 to secure maintenance of the ICP Construction Project.
- 1.7. **Civil Maintenance Period** means the period specified in item 7 of Schedule 1 from the issue of a Certificate of Practical Completion for an ICP Construction Project.
- 1.8. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the:
 - 1.8.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
 - 1.8.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.
- 1.9. **Council** means:
 - 1.9.1. in its capacity as responsible authority, Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.9.2. in its capacity as collecting agency, Hume City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.9.3. in its capacity as development agency, Hume City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.10. **Council Construction Plans** means the construction plans required to be prepared and submitted to Council pursuant to clause 5.2.2 of this Agreement, detailing the

road pavement works along Rye Street and Rolling Meadows Drive to the extent of Council responsibility, and all footpath and shared path works, and which form part of the ICP Construction Project.

- 1.11. **Credit** means a WIK Transport Credit and/or WIK Community Credit as applicable.
- 1.12. **Current Address for Service**
- 1.12.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
- 1.12.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.13. **Current Email Address for Service**
- 1.13.1. for the Council means contactus@hume.vic.gov.au, or any other email address listed on the website of the Council; and
- 1.13.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.14. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.
- 1.15. **DoT** means the Department of Transport or its successor, and includes its agents, officers, employees, servants, workers and contractors.
- 1.16. **DoT Construction Plans** means the construction plans required to be prepared and submitted to DoT pursuant to clause 5.2.2 of this Agreement, detailing the road pavement works along Lancefield Road and other local roads to the extent of DoT responsibility, and which form part of the ICP Construction Project.
- 1.17. **Endorsed Plans** means the plans endorsed under the Permit, as amended from time to time.
- 1.18. **GAIC** means the Growth Areas Infrastructure Charge under the Act.
- 1.19. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.20. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.21. **ICP Construction Project** means a project for the construction of works identified in the ICP Construction Projects Table in Schedule 2, which comprises such part of the construction project included in the ICP as identified in Column B of Schedule 2 and described in Column A of Schedule 2.
- 1.22. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the:
- 1.22.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

- 1.22.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
as applicable at the relevant time.
- 1.23. **ICP** means the Interim Contributions Plan or, after the gazettal of the Ultimate Contributions Plan, the Ultimate Contributions Plan as applicable at the relevant time.
- 1.24. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- 1.25. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.26. **Interim Contributions Plan** means the *Sunbury South and Lancefield Road Infrastructure Contribution Plan, November 2019* which was introduced by Amendment C230 to the Planning Scheme, or any successor approved contributions plan within the meaning of Part 3AB of the Act that is expressed to be an interim plan.
- 1.27. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.28. **Land Equalisation Amount** means any land equalisation amount applicable to the Land subject to Indexation and as adjusted from time to time, pursuant to the:
- 1.28.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
- 1.28.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
as applicable at the relevant time.
- 1.29. **Land** means the land identified in item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.30. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.31. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the:
- 1.31.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
- 1.31.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
as applicable at the relevant time.
- 1.32. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

- 1.33. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.34. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the:
- 1.34.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
 - 1.34.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.
- 1.35. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.36. **Permit** means the planning permit identified in item 4 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.37. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.38. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.39. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.40. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.41. **Schedule** means a schedule to this Agreement.
- 1.42. **Schedule of Contributions** means the items submitted to and approved by Council under condition 16 of the Permit.
- 1.43. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.44. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.45. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.46. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the:
- 1.46.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
 - 1.46.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

- 1.47. **Ultimate Contributions Plan** means an approved contributions plan within the meaning of Part 3AB of the Act which is to be applied to the Land and other land and which is to be incorporated into the Planning Scheme after the execution of this Agreement that is not expressed to be an interim plan.
- 1.48. **WIK Community Credit** means a credit against the Owner's liability to pay the Community and Recreation Construction Levy in the amount specified in a notice in writing from Council and which is fixed in the amount specified in Column C of Schedule 2 for an ICP Construction Project, and not subject to any further adjustment other than an adjustment required to reflect any change to the cost of an ICP Construction Project in the Ultimate Contributions Plan; and
- 1.49. **WIK Transport Credit** means a credit against the Owner's liability to pay the Transport Construction Levy in the amount specified in a notice in writing from Council and which is fixed in the amount specified in Column D of Schedule 2 for an ICP Construction Project, and not subject to any further adjustment other than an adjustment required to reflect any change to the cost of an ICP Construction Project in the Ultimate Contributions Plan.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component:

- 3.1.1. in accordance with the Permit; and
- 3.1.2. offset by the Owner's entitlement to a WIK Transport Credit under this Agreement.

For the avoidance of doubt the parties agree that where the:

- 3.1.3. Owner's entitlement to a WIK Community Credit exceeds the Owner's obligation to pay the Community and Recreation Construction Levy, the Owner will still be required to pay the Transport Construction Levy in full, offset by any entitlement to a WIK Transport Credit; and
- 3.1.4. Owner's entitlement to a WIK Transport Credit exceeds the Owner's obligation to pay the Transport Construction Levy, the Owner will still be required to pay the Community and Recreation Construction Levy in full, offset by any entitlement to a WIK Community Credit.

3.2. Time for payment of the Monetary Component

The Owner must pay the Monetary Component pursuant to clause 3.1 applicable to a Stage prior to the issue of a Statement of Compliance for that Stage.

3.3. Entitlement to a WIK Transport Credit

The Owner agrees that it will be entitled to a WIK Transport Credit for a Stage if:

- 3.3.1. there is an existing WIK Transport Credit in excess of the liability to pay the Transport Construction Levy for that Stage, in which event the WIK Transport Credit will be applied in accordance with clause 6 of this Agreement; or
- 3.3.2. there is an existing WIK Transport Credit which is less than the liability to pay the Transport Construction Levy for that Stage, in which event the Monetary Component will be reduced by the amount of the WIK Transport Credit; or
- 3.3.3. there is a combination of the circumstances described above in clauses 3.3.1, or 3.3.2.

4. LAND PROJECTS

4.1. Provision of Inner Public Purpose Land

- 4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage at the time specified in the Schedule of Contributions.
- 4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 4.1.1 Council may at its absolute discretion:
 - 4.1.2.1. further extend the relevant timeframe in writing; or

- 4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe.

4.2. Condition of the land

The Owner agrees that any land vested in Council in accordance with clause 4.1 must be:

- 4.2.1. free of all encumbrances;
- 4.2.2. free from contamination;
- 4.2.3. have any liability for GAIC discharged prior to it being vested in Council, and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council; and
- 4.2.4. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged.

unless otherwise agreed to in writing by Council.

4.3. Survival of liability clause

The Owner agrees that clause 4.2.3 survives the termination or ending of this Agreement.

4.4. No further compensation payable

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land vested in Council pursuant to the ICP.

4.5. Payment of any Land Equalisation Amount

- 4.5.1. The Owner must pay the Land Equalisation Amount for a Stage:
 - 4.5.1.1. to the collecting agency;
 - 4.5.1.2. prior to the issue of a Statement of Compliance for the relevant Stage, unless otherwise agreed in writing by Council; and
 - 4.5.1.3. in accordance with Schedule 3 and the Schedule of Contributions.

5. ICP CONSTRUCTION PROJECTS

5.1. Construction

The Owner agrees that it must construct an ICP Construction Project:

- 5.1.1. at its own cost;
- 5.1.2. in accordance with the designs and plans approved under clause 5.2;

- 5.1.3. in compliance with all applicable laws and permits, consents and approvals;
- 5.1.4. within the time specified for the ICP Construction Project in Column E of Schedule 2 of this Agreement; and
- 5.1.5. to the satisfaction of Council.

5.2. Delivery

The parties agree that if the Owner does not deliver an ICP Construction Project within the timeframe specified in Column E of Schedule 2 of this Agreement, Council may at its absolute discretion:

- 5.2.1. further extend the relevant timeframe in writing; or
- 5.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe or extended timeframe.

5.3. Designs and approval

The Owner agrees that prior to commencing any works for an ICP Construction Project, it must, at its own cost:

- 5.3.1. Prepare a functional layout plan for the ICP Construction Project generally in accordance with the PSP and ICP to Council's satisfaction and submit that functional layout plan to Council for its support;
- 5.3.2. Once the functional layout plan is supported by Council pursuant to clause 5.3.1:
 - 5.3.2.1. Prepare the DoT Construction Plans to DoT's satisfaction and submit those plans to DoT for approval; and
 - 5.3.2.2. Prepare the Council Construction Plans to Council's satisfaction and submit those plans to Council for approval;
- 5.3.3. Once the DoT Construction Plans and Council Construction Plans are approved by DoT and Council as relevant pursuant to clause 5.3.2, obtain all other necessary permits, consents and approvals for the ICP Construction Project.

5.4. Maintenance of ICP Construction Projects

The Owner agrees that, upon the issue of a Certificate of Practical Completion for an ICP Construction Project, it must:

- 5.4.1. provide the following to Council:
 - 5.4.1.1. a copy of as-built plans and any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the ICP Construction Project;
 - 5.4.1.2. the cost and value of that part of the ICP Construction Project shown in the Council Construction Plans, and that part of the ICP Construction Project shown in the DoT Construction Plans;

5.4.1.3. a copy of any permit, consent or approval obtained for the ICP Construction Project; and

5.4.1.4. the Civil Maintenance Bond for the ICP Construction Project.

5.4.2. maintain the ICP Construction Project in good order, condition and repair for the Civil Maintenance Period to the satisfaction of Council.

5.5. Issue of a Certificate of Practical Completion

Upon the completion of an ICP Construction Project to Council's satisfaction and in accordance with this Agreement, Council will issue a Certificate of Practical Completion for the ICP Construction Project.

5.6. Application of the Civil Maintenance Bond

Council may use the Civil Maintenance Bond to undertake works to ensure the good order, condition and repair of the Construction Project in the event that:

5.6.1. any part the Construction Project is not maintained to Council's satisfaction during the Civil Maintenance Period; and

5.6.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works required by Council.

5.7. Return of Civil Maintenance Bond

Council will return the Civil Maintenance Bond at the written request of the Owner following completion of the Civil Maintenance Period, less any monies used by Council in accordance with clause 5.6.

6. WIK TRANSPORT CREDIT

6.1. Issue of a Credit

Council agrees that it will issue the Owner with the WIK Transport Credit upon the commencement of this Agreement.

6.2. Application of the WIK Transport Credit

Council agrees that:

6.2.1. after the issue of a WIK Transport Credit, the Owner will not be required to make cash payments towards the Owner's obligation to pay the Transport Construction Levy until any WIK Transport Credit has been exhausted as determined in accordance with clause 6.3; and

6.2.2. prior to the issue of a Statement of Compliance for a Stage, Council must deduct the amount of the Transport Construction Levy payable in relation to that Stage from any WIK Transport Credit and notify the Owner in writing of the remaining WIK Transport Credit.

6.3. Exhaustion of the WIK Transport Credit

When the amount of the Transport Construction Levy payable in relation to a Stage exceeds the amount of any WIK Transport Credit remaining:

- 6.3.1. Council must notify the Owner in writing that the WIK Transport Credit has been or will be exhausted;
- 6.3.2. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Transport Construction Levy payable in relation to that Stage that exceeds the amount of any WIK Transport Credit remaining prior to the issue of the Statement of Compliance for that Stage; and
- 6.3.3. in relation to subsequent Stages, the Owner must pay the Transport Construction Levy in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further WIK Transport Credit is issued by Council.

7. FURTHER OBLIGATIONS

7.1. Levy Reconciliation

- 7.1.1. Council and the Owner agree that if the Ultimate Contributions Plan provides for a different Monetary Contribution, Land Equalisation Amount and/or total cost of an ICP Construction Project to that in the Interim Contributions Plan, within 60 days of a written request by the other party, the Owner and/or Council (as relevant) must pay or refund as the case may be, the sum of money required to ensure that any Credit applied and/or payments made accord with the Ultimate Contribution Plan in respect of each Demand Unit for which a Credit has been applied and/or payment has been made.
- 7.1.2. In calculating any further payment required from the Owner or Council under clause 7.2.1, the payment(s) made under the Interim Contributions Plan must be adjusted for Indexation from the date(s) the relevant payment(s) were made.

7.2. Further Actions to Implement Ultimate Contributions Plan

- 7.2.1. The Owner agrees that it will within 28 days of a written request by Council made after the gazettal of the Ultimate Contributions Plan:
 - 7.2.1.1. Amend Schedules 2 and 3 of this Agreement to input/update the final rates set out in the Ultimate Contributions Plan; and/or
 - 7.2.1.2. If required by Council, do all things necessary to affect an amendment to this Agreement or enter into a replacement agreement required to give proper and fulsome effect to the Ultimate Contributions Plan and related ordinance within the Planning Scheme.
- 7.2.2. The Owner agrees that Council may at its discretion withhold a Statement of Compliance until such time as any request under clause 7.2.1 is complied with.

8. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 8.1. it is the registered proprietor (or entitled to be so) of the Land;
- 8.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 8.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 8.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 8.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 8.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 8.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 8.5.3. the cancellation or alteration of this Agreement in the Register.
- 8.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 8.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 8.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 8.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

9. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 9.1. This Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under ICP; and
- 9.2. Compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

10. GST

The Parties agree that:

- 10.1. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
 - 10.2. A supply under this Agreement of:
 - 10.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
 - 10.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
 - 10.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
 - 10.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
 - 10.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
 - 10.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);
- will be exempt from GST.
- 10.3. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document; and
- 10.4. A party is not obliged, under clause 10.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

11. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 11.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 11.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
 - 11.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or

- 11.2.2. where a clearance certificate is not provided in accordance with clause 11.2.1:
 - 11.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
 - 11.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
- 11.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 11.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 11.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

12. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

13. AMENDMENT

- 13.1. This Agreement may be amended only in accordance with the requirements of the Act.
- 13.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

14. NO WAIVER

The Parties agree that:

- 14.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 14.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

14.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and

14.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

15. NO FETTERING OF POWERS OF COUNCIL

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the 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 Land or relating to any use or development of the Land.

16. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989 (Vic)* and any payment made shall be first directed to payment of interest and then the principal amount owing.

17. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

17.1. not later than two Business Days after being deposited in the mail with postage prepaid;

17.2. when delivered by hand;

17.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*; or

17.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

18. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

19. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

20. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also

be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

21. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

23. COUNTERPARTS

23.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.

23.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

24. COMMENCEMENT AND ENDING OF AGREEMENT

24.1. This Agreement will commence:

24.1.1. on the date that it bears; or

24.1.2. if it bears no date, on the date it is recorded in the Register.

24.2. This Agreement will end:

24.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or

24.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or

24.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;

24.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

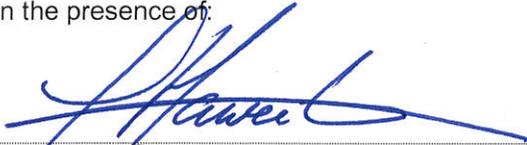
EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the 15 July 2021

in the presence of:


COUNCILLOR




Interim CHIEF EXECUTIVE OFFICER

EXECUTED by LANCEFIELD ROAD LAND PARTNERS PTY LTD ACN 627 714 854 in accordance with Section 127 of the *Corporations Act 2001*:

Director

Director / Secretary

Full Name

Full Name

Date:

Date:

AUT736298

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the

in the presence of:

COUNCILLOR

CHIEF EXECUTIVE OFFICER

EXECUTED by LANCEFIELD ROAD LAND PARTNERS PTY LTD ACN 627 714 854 in accordance with Section 127 of the *Corporations Act 2001*:

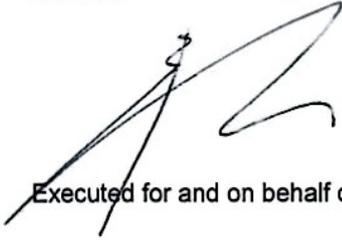
 _____ Director	 _____ Director / Secretary
_____ DUNCAN ROSS M'LESLAN Full Name	_____ BRYCE MOORE Full Name
Date: 28/4/2024	Date:

AUT 3 62987

MORTGAGEE CONSENT

The Mortgagee identified in item 5 of Schedule 1 under the Instrument/s of Mortgage identified in item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 23/4/21

A handwritten signature in black ink, consisting of a stylized 'W' followed by a flourish.

Executed for and on behalf of **Wincity Development Pty Ltd**

AU736298V

Schedule 1

Item 1 – Land	Certificate of Title Volume 12324 Folio 894
Item 2 – Precinct Structure Plan	<i>Lancefield Road Precinct Structure Plan June 2018 (amended November 2019)</i>
Item 3 – Interim Infrastructure Contributions Plan	<i>Sunbury South and Lancefield Road Infrastructure Contribution Plan November 2019</i>
Item 4 – Permit	P22067.02
Item 5 – Mortgagee & Instrument/s of Mortgagee	RMBL Investments Ltd under Instrument of Mortgage No. AS092540U Wincity Development Pty Ltd under Instrument of Mortgage No. AS092541S
Item 6 – Caveator & Instrument of Caveat	NA
Item 7 – Civil Maintenance Period	12 months
Item 8 – Civil Maintenance Bond Amount	NA

Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

A – ICP Project Number and Description	A1 – Total ICP Project Value	B – Extent of ICP Project	C – WIK Community Credit	D – WIK Transport Credit (in July 2020 dollars)	E – Timing for delivery
LR-IN-02 Construction of interim 4-way signalised intersection	\$7,064,631 ¹	Whole of Project	NA	\$7,164,464	Prior to Statement of Compliance for the first lot in Stage 4 or by 1 July 2022 (whichever is the earlier), unless otherwise agreed to in writing by Council prior to that date

¹ Value as specified in the ICP.

SCHEDULE 3

ICP LAND PROJECTS TABLE

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council
PSP Parcel ID LR-23	9.75%	6.95%	Under providing	NA	\$2,463,711.67 ²

² Value as specified in the ICP, subject to Indexation and as adjusted from time to time in accordance with this Agreement.

From www.planning.vic.gov.au at 27 January 2024 09:35 PM

PROPERTY DETAILS

Address: **9 BUSTER STREET SUNBURY 3429**
 Lot and Plan Number: **Lot 571 PS837661**
 Standard Parcel Identifier (SPI): **571\PS837661**
 Local Government Area (Council): **HUME**
 Council Property Number: **743818**
 Planning Scheme: **Hume**
 Directory Reference: **Melway 383 C3**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **SUNBURY**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Note

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

For more information about this project go to [Victorian Planning Authority](#)

Planning Zones

[URBAN GROWTH ZONE \(UGZ\)](#)

[URBAN GROWTH ZONE - SCHEDULE 10 \(UGZ10\)](#)



UGZ - Urban Growth

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

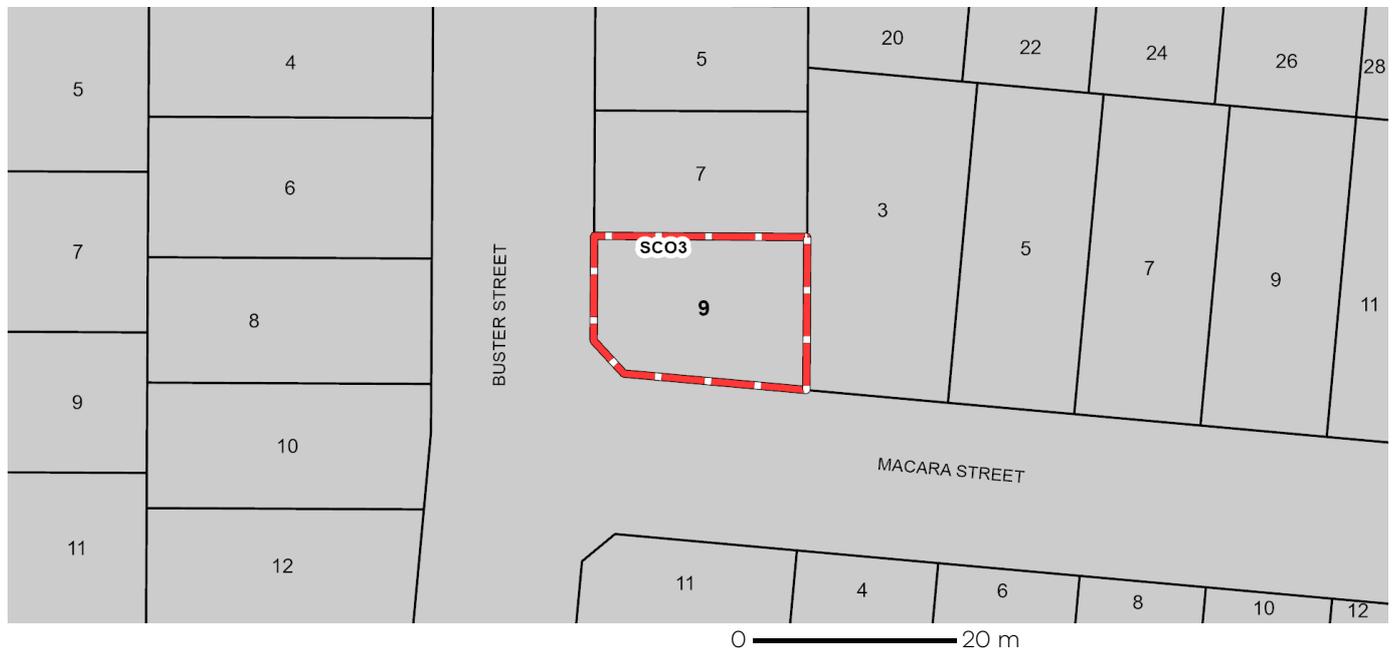


ICO - Infrastructure Contributions Overlay

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO3 SCHEDULE (SCO3)



SCO - Specific Controls Overlay

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

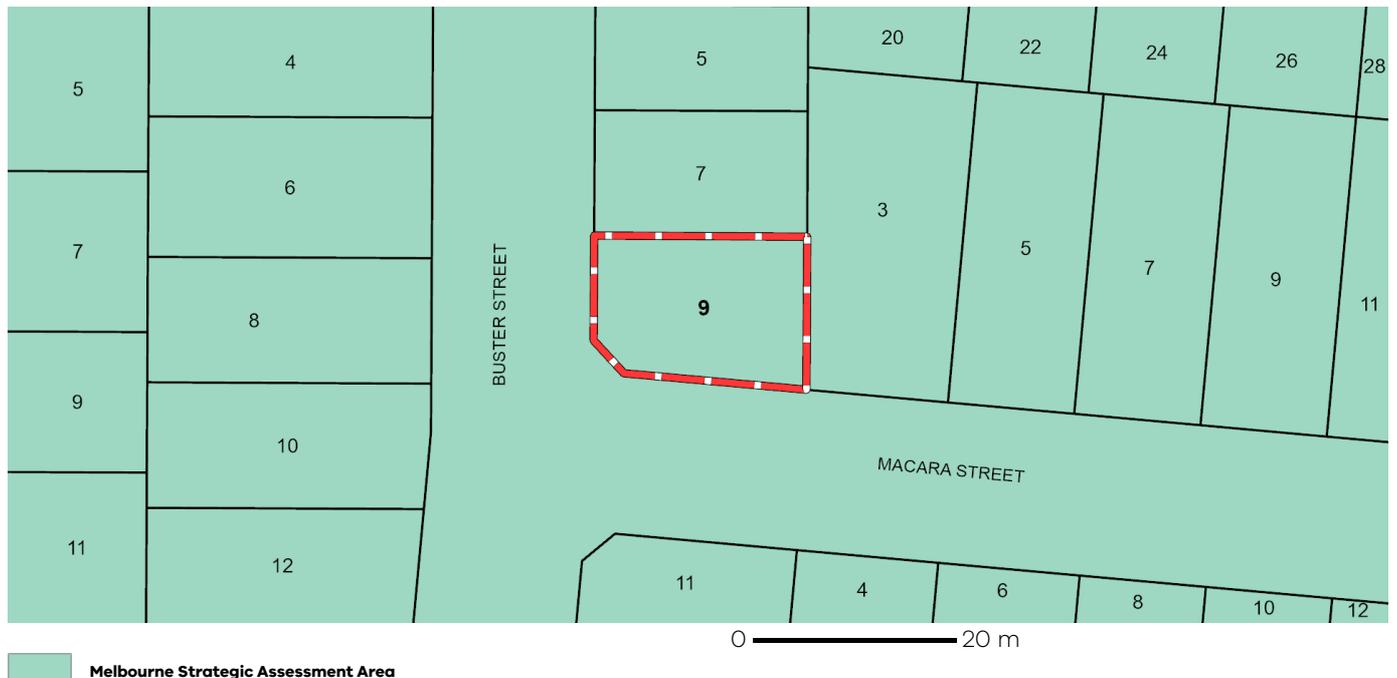
Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.
For more information about this contribution go to [Victorian Planning Authority](http://www.vpa.vic.gov.au)



Melbourne Strategic Assessment

This property may be located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://nvim.delwp.vic.gov.au/BCS>



Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

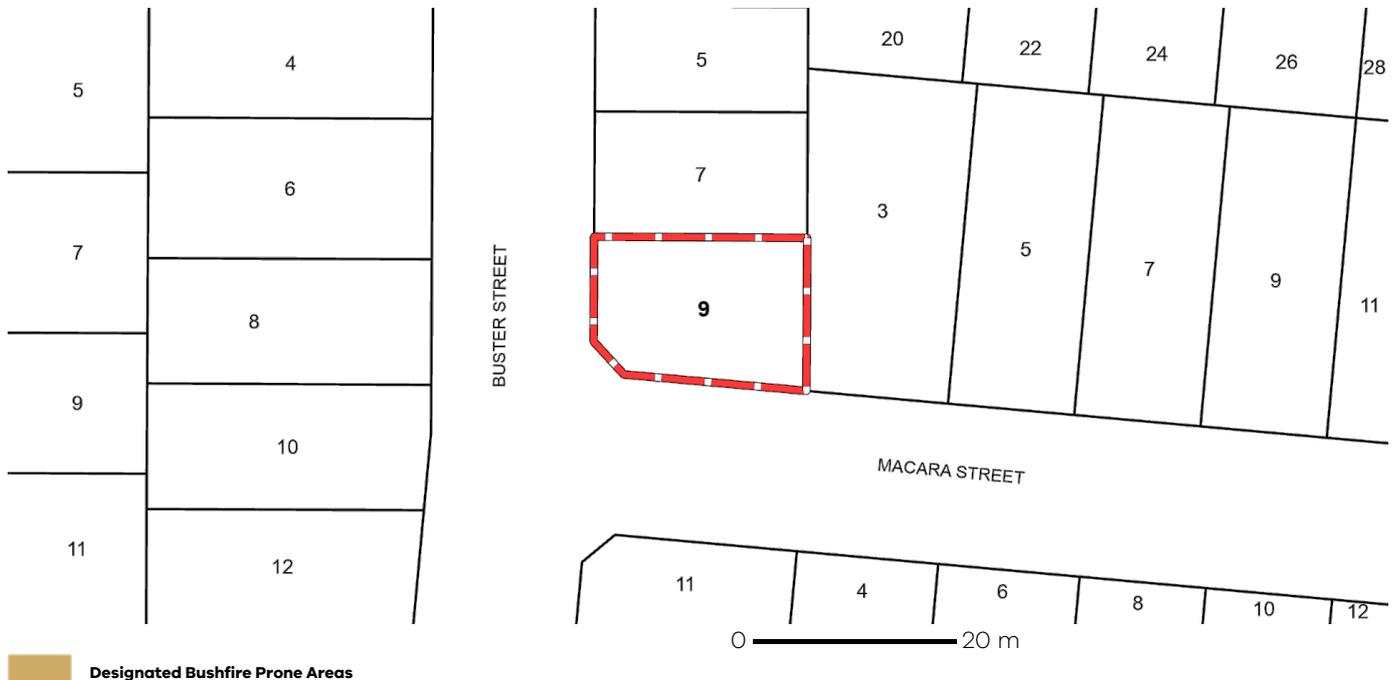
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

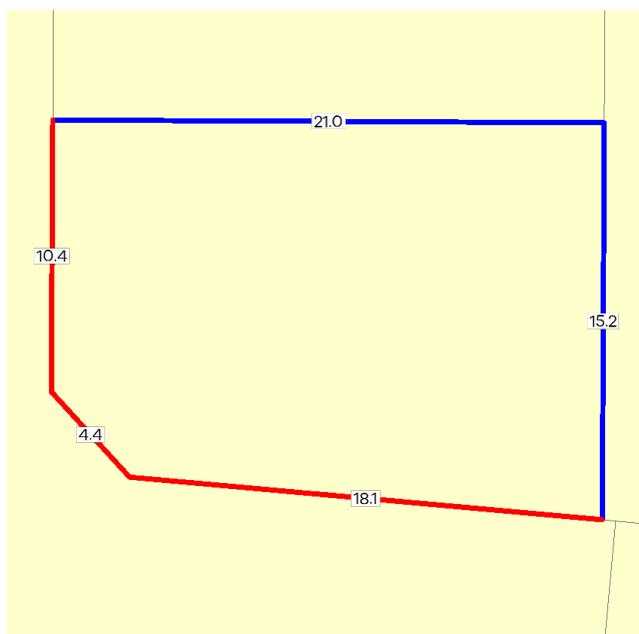
PROPERTY DETAILS

Address: **9 BUSTER STREET SUNBURY 3429**
Lot and Plan Number: **Lot 571 PS837661**
Standard Parcel Identifier (SPI): **571\PS837661**
Local Government Area (Council): **HUME**
Council Property Number: **743818**
Directory Reference: **Melway 383 C3**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 297 sq. m

Perimeter: 69 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

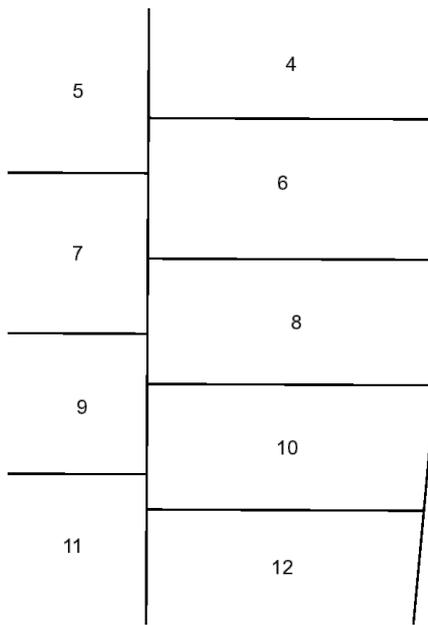
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

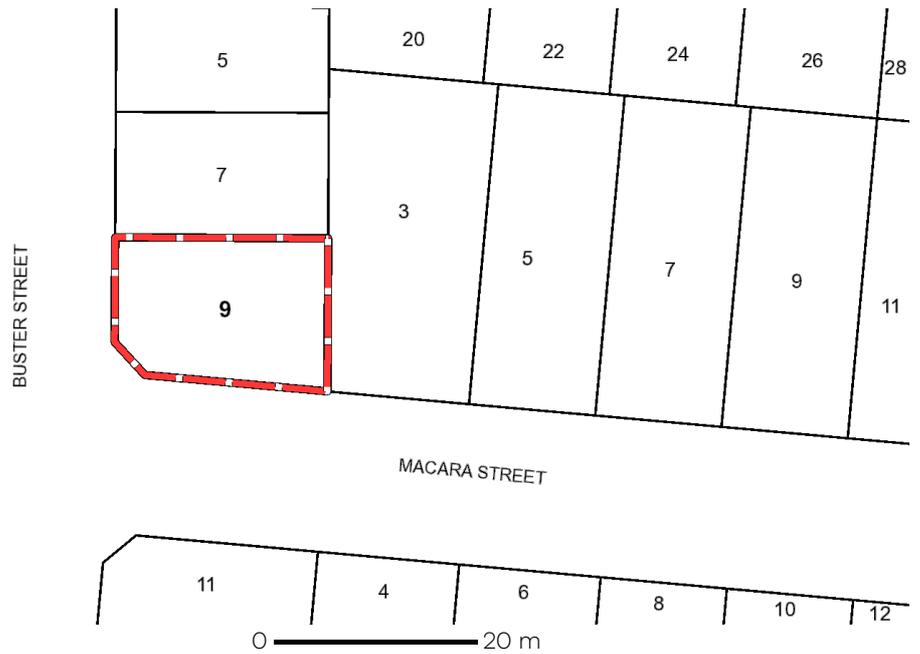
Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



 Selected Property



25th January 2024

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA

Dear Perfect Choice Conveyancing Services C/- Triconvey,

RE: Application for Water Information Statement

Property Address:	9 BUSTER STREET SUNBURY 3429
Applicant	Perfect Choice Conveyancing Services C/- Triconvey LANDATA
Information Statement	30823184
Conveyancing Account Number	7959580000
Your Reference	638708

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Chris Brace
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	9 BUSTER STREET SUNBURY 3429
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Property Information Statement

Property Address	9 BUSTER STREET SUNBURY 3429
------------------	------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Portion of the land could be subject to inundation at times of high storm flow. For further information please contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

Perfect Choice Conveyancing Services C/- Triconvey
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6243852775
Rate Certificate No: 30823184

Date of Issue: 25/01/2024
Your Ref: 638708

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 BUSTER ST, SUNBURY VIC 3429	571\PS837661	5272175	Residential

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	\$61.03
		Total for This Property	\$61.03



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
- If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
- Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
- The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial

information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a **Special Meter Reading**:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 5272175

Address: 9 BUSTER ST, SUNBURY VIC 3429

Water Information Statement Number: 30823184

HOW TO PAY



Biller Code: 314567
Ref: 62438527759

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



ABN 70 066 902 467
36 Macedon Street Sunbury
LOCKED BAG 350 SUNSHINE VIC 3020

Call 13 44 99
www.gww.com.au
contact@gww.com.au

Perfect Choice Conveyancing Services C/- T
Landata C/-Secure Electronic Registries Victoria
Level 13 697 Collins St
DOCKLANDS VIC 3008

Your Reference
71601651-026-5
Statement No
178538
Service Request ID
0
Account No
19-4851-0450-01-3
Date Issued
29 January 2024

Information Statement

Water Act 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the 30-June-2024 as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Property Address: 9 BUSTER ST, SUNBURY VIC 3429

Title(s): Lot 571, Plan of Subdivision 837661, Volume 12365, Folio 919, Parish of Bulla Bulla

Owner(s): Ayranci, Seyit Ali

Comments:

There are no Comments applicable to this property

Account Calculation:

Charges Previously Billed:	\$216.07
Current Charges (see over for details):	\$216.07
Total Amount Owing to 30-June-2024	\$432.14

To calculate charges to settlement date, calculations should be based on daily access fees and volumetric charges from the period of the last account until settlement date.

Please email the Notice of Acquisition/Disposition to Greater Western Water within 14 days of settlement.

Property No: 19-4851-0450

Property Address: 9 Buster St, Sunbury VIC 3429

Current Charges for services provided and their tariffs:

NETWORK SERVICE: 268804

Sewerage Network Fee: From 01/04/24 To 30/06/24 = 91 days @ 148.78¢ per day = \$135.39

Water Network Fee: From 01/04/24 To 30/06/24 = 91 days @ 56.38¢ per day = \$51.31

Waterways Charge: From 01/04/24 To 30/06/24 = 91 days @ 32.28¢ per day = \$29.37

Sub Total = \$216.07

This property incurs the following charges, which for 1 July 2023 to 30 June 2024 are:

These charges should be adjusted at settlement.

Sewerage Service Network Charge of \$544.54 (Daily Rate: \$1.4878)

Water Service Network Charge of \$206.37 (Daily Rate: \$0.5638)

Melbourne Water - Waterways Charge of \$118.16 (Daily Rate: \$0.3228)

Annual Parks Charge of \$84.86 (Daily Rate: \$0.2318)

Encumbrances and other information:

Greater Western Water recommend that you contact us prior to settlement to obtain details of any payments or charges which may have been applied to the account after this statement was issued.

Please note an Annual Parks Charge may apply to this property.

This charge is collected on behalf of Department of Energy, Environment and Climate Action (DEECA). The Parks charge is applicable to properties in Hume and Melton Council areas and some properties in the Moorabool Shire and Wyndham Council areas. It is based on the minimum annual charge or Net Annual Value of the property. The minimum charge for the 2023-2024 financial year is \$84.86

Further information about the Parks charge is available from Parks Victoria

<https://www.parks.vic.gov.au/about-us/parks-charge>

The subject property may be affected by a drainage and/or flooding issue. For further information please contact Melbourne Water on 131 722.

An INDEMNITY FOR BUILDING OVER SEWER exists for this property: In accordance with the relevant provisions of the Water Act, 1989, Greater Western Water (formerly Western Region Water Corporation) accepts no liability for any damage caused to property, and/or, financial loss incurred, and/or inconvenience suffered, as the result of any works undertaken by Greater Western Water, where such works involve Greater Western Water assets, located on easements, over which structures, or filling, have been placed by current, or prior, owners of the property.

Permanent Water Saving Rules are now in place. Permanent Water Saving Rules apply to the use of drinking water supplied by Greater Western Water. They do not apply to the use of spring or bore water, recycled water, grey water, or rainwater collected in a storage tank that is not supplemented by Greater Western Water supply. Visit www.gww.com.au for more information.

Disclaimer:

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.



Rohan Charrett

General Manager Customer Experience

29 January 2024

Information Statement Remittance Page



Bill Code: 757955
Ref: 1948 5104 5001 3
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Electronic Payment Option:
Please make this payment via internet or phone banking.

Post
Mail your cheque with this payment slip to:
PO Box 2371
Sunbury DC VIC 3429

Property No: 19-4851-0450
Property Address: 9 Buster St, Sunbury VIC 3429

<u>Account No</u>	<u>Description</u>	<u>Amount</u>	<u>Barcode</u>
19-4851-0450-01	Water Account	\$432.14	

Total: \$432.14

****** If paying by Post, please return this page with your payment ******

INFORMATION STATEMENT - PLAN OF ASSETS TRaversING LAND



Prop No. : 19-4851-0450
 Address : 9 Buster Street Sunbury VIC 3429
 Scale : 527
 Printed on: 29-01-2024

Water Main DOES NOT traverse property
Sewer Main DOES traverse property



Greater Western Water

36 Macedon St,
 Sunbury
 Locked Bag 350
 Sunshine
 VIC 3020

Ph: 134 499

Water Legend

- | | | | |
|------------------|-----------------|---------------------|-------|
| Water main | — | Air Valve | ⊙ AV |
| Junction | ○ | Hydrant | ● Hyd |
| End of Line | ┌┐ | Fire Plug | ● FP |
| Swab Point | ◆ ^{SP} | Pres Reducing Valve | ⊗ |
| Non Return Valve | ┌┐ | Reducer | ▼ |
| | | Valve | ✕ |

Other

- | | | | |
|---------------------|---------|-----------------------|---------|
| Recycled water main | — | Water private service | --- |
| Easement | - - - - | Sewer private gravity | — |
| | | Sewer private rising | - - - - |

Sewer Legend

- | | |
|--------------------|---------|
| Sewer main | — |
| Sewer rising main | - - - - |
| Standard manhole | ● |
| Inspection shaft | ■ |
| Air valve | ⊗ |
| Stop Valve | ✕ |
| End of Line | ┌┐ |
| Selected Parcels | ■ |
| Registered Parcels | □ |
| Proposed Parcels | □ |

Property Clearance Certificate

Land Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference:	AYRANCI - 9 BUSTER STREET
Certificate No:	68496398
Issue Date:	25 JAN 2024
Enquiries:	ESYSPROD

Land Address: 9 BUSTER STREET SUNBURY VIC 3429

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48971530	571	837661	12365	919	\$2,212.79

Vendor: SEYIT AYRANCI
Purchaser: NOT KNOWN NOT KNOWN

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR SEYIT ALI AYRANCI	2024	\$230,000	\$1,430.70	\$0.00	\$1,430.70

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MR SEYIT ALI AYRANCI	2023	\$782.09	\$0.00	\$782.09

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$230,000
SITE VALUE:	\$230,000
CURRENT LAND TAX CHARGE:	\$2,212.79

Notes to Certificate - Land Tax

Certificate No: 68496398

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$230,000

Calculated as \$975 plus (\$230,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 68496398

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 68496398

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PERFECT CHOICE CONVEYANCING SERVICES

Your Reference: AYRANCI - 9 BUSTER STREET

Certificate No: 68496398

Issue Date: 25 JAN 2024

Land Address: 9 BUSTER STREET SUNBURY VIC 3429

Lot	Plan	Volume	Folio
571	837661	12365	919

Vendor: SEYIT AYRANCI

Purchaser: NOT KNOWN NOT KNOWN

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick

Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 68496398

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Biller Code: 416073
Ref: 68496397

Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

www.bpay.com.au

CARD



Ref: 68496397

Visa or Mastercard

Pay via our website or phone 13 21 61.
A card payment fee applies.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

**Opes Building Solutions**

ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412

Email: admin@opesbs.com.au

Website: www.opesbs.com.au

Project Number: 20223566

FORM 2**Building Act 1993**
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/9666041348717**Issue to**Agent of Owner: **Aycon Constructions & Building Services Pty Ltd**Postal Address: **10 Cummins Drive, SOMERTON VIC**Email: info@ayconconstructions.com.au

Address for serving or giving of documents:

10 Cummins Drive, SOMERTON VICContact Person: **Seyit Ayranci**Postcode: **3062**Telephone: **0410 325 126**Postcode: **3062**Telephone: **0410 325 126****Ownership Details**Owner: **Seyit Ali Ayranci**Postal Address: **10 Cummins Drive, SOMERTON VIC**Email: info@ayconconstructions.com.auContact Person: **Seyit Ali Ayranci**Postcode: **3062**Telephone: **0410 325 126****Property Details**Number: **9**Street/Road: **Buster Street**Suburb: **Sunbury**Postcode: **3429**Lot/s: **571**LP/PS: **837661L**Volume: **12365**Folio: **919**CA: **4(part)**Section No: **21**Parish: **Bulla Bulla**County: **n/a**

Municipal District:

City of Hume**Builder**Name: **Aycon Constructions & Building Services Pty Ltd**Telephone: **0410 325 126**Registration no.: **CDB-U 58863****Domestic Builder - Unlimited**Postal Address: **10 Cummins Drive, SOMERTON VIC**Postcode: **3062**

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

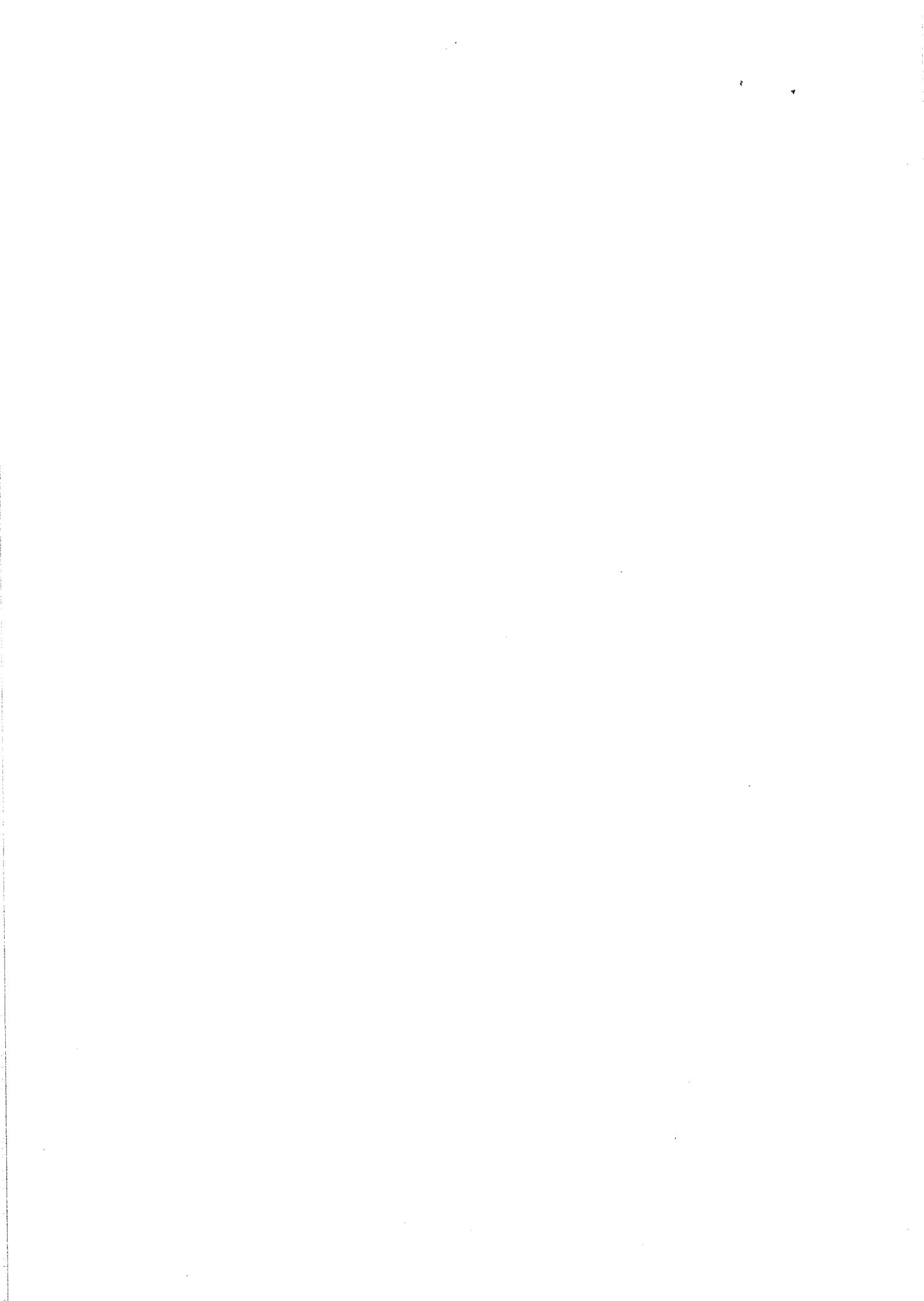
Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Seyit Ayranci	Domestic Builder - Unlimited	DB-U 40962
Anil Uzgun	Engineer - Civil	PE0002399

Details of Domestic Building Work InsuranceName of Builder: **Aycon Constructions & Building Services Pty Ltd**Name of Issuer or Provider: **Insurance House PTY LTD**Policy Number: **C706142**Policy cover: **\$300,000.00****Nature of Building Work**

Construction of A New Single Storey Dwelling & Associated Garage

Storeys contains: **1**Version of BCA applicable to permit: **BCA Vol.2 2019**Stage of Building Work Permitted: **Entire - Dwelling & Garage**Cost of Building Work: **\$250,000.00**Total floor area of new building work m²: **176**



BCA ClassificationPart of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **10a****Prescribed Reporting Authorities**

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	Greater Western Water

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 Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

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 building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 23 November 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 23 November 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.

Conditions and required Certificates

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

Relevant Building Surveyor

Name:

Address:

Email:

Building practitioner registration no.:

Municipal district:

Opes Permits Pty Ltd**824 Pascoe Vale Road, GLENROY VIC 3046****admin@opesbs.com.au****CBS-U 66127****City of Hume****Designated Building Surveyor**

Name:

Permit no.:

Building practitioner registration no.:

Date of issue of permit:

Signature:

Oktay Ozcelik**CBS-U 66127/9666041348717****BS-L 72286****23 November 2022**





Domestic Building Insurance

Certificate of Insurance

Seyit Ali Ayranci
320 Konagaderra Road
OAKLANDS JUNCTION
VIC 3063

Policy Number:
C706142

Policy Inception Date:
15/06/2022

Builder Account Number:
006310

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: C03: New Multi-Dwelling Construction
At the property: 9 Buster Street SUNBURY VIC 3429 Australia
Carried out by the builder: AYCON CONSTRUCTIONS & BUILDING SERVICES PTY LTD
Builder ACN: 137032449

! 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): Seyit Ali Ayranci

Pursuant to a domestic building contract dated: 04/04/2022

For the contract price of: \$250,000.00

Type of Cover: Cover is only provided if AYCON CONSTRUCTIONS & BUILDING SERVICES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *

The maximum policy limit for \$300,000 all inclusive of costs and expenses * claims made under this policy is:

The maximum policy limit for 20% of the contract price limited to the maximum policy limit for all claims non-completion claims made under the policy* under this policy is:

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

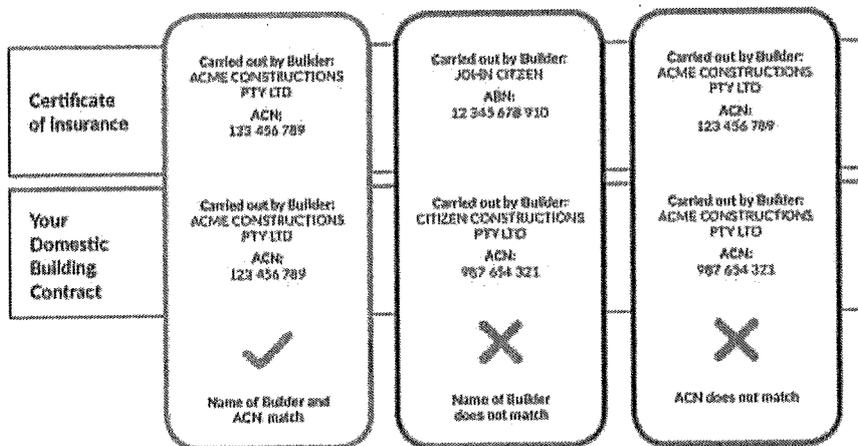
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,280.00
GST:	\$128.00
Stamp Duty:	\$140.80
Total:	\$1,548.80

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for



Oznur Celtek

From: Aycon Constructions <info@ayconconstructions.com.au>
Sent: Tuesday, 23 January 2024 5:01 PM
To: Oznur Celtek
Subject: 9 Buster st Sunbury
Attachments: Architectural Drawings_stamped.pdf; Builders Insurance.pdf; 20223566 - 03BP.pdf; Project 1069 occupancy permit for 9 Buster Street, Sunbury Vic 3429.pdf

Oznur hanım merhaba

Let's do this sale of contract first

Regards





Opes Building Solutions
ABN: 93613 578 493

PO BOX 2042, OAK PARK VIC 3046

Tel: (03) 9304 4412
Email: admin@opesbs.com.au
Website: www.opesbs.com.au

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20223566

OCCUPANCY PERMIT
For Building Permit No. **CBS-U 66127/9666041348717**

Property Details

Address: 9 Buster Street, Sunbury Vic 3429
Lot: 571
CA: 4(part)
Municipality: City of Hume
LP/PS: 837661L
Volume: 12365
Parish: Bulla Bulla
Section: 21
Folio: 919
County: n/a

Building permit details

Building permit number: CBS-U 66127/9666041348717
Version of BCA applicable to building permit: BCA Vol.2 2019

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa & Roof 0.25 kPa
Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained 1

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	Greater Western Water

Suitability of Occupation

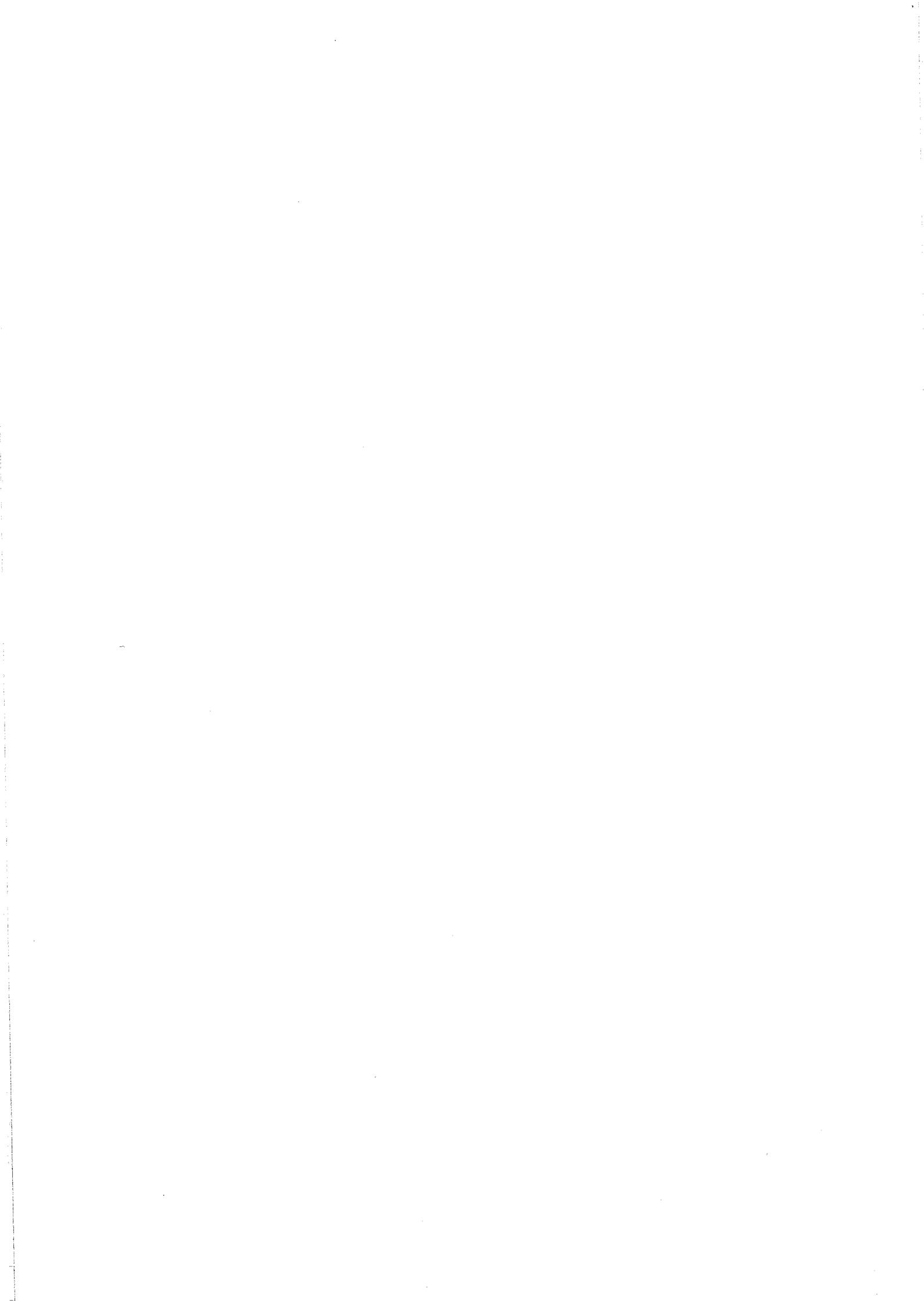
The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Bored Piers Inspection 07/02/2023
Pre-Slab Inspection 07/03/2023
Slab-Steel Inspection 24/03/2023
Frame Inspection 27/04/2023
Final Inspection 02/11/2023

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: **admin@opesbs.com.au**
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **City of Hume**
Certificate no.: **CBS-U 66127/9666041348717 - Occupancy Permit**
Date of issue: **23 November 2023**
Date of final inspection: **2 November 2023**
Signature: 



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20223566

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/9666041348717

Property Details

Address: 9 Buster Street, Sunbury Vic 3429
Lot: 571
CA: 4(part)
Municipality: City of Hume
LP/PS: 837661L
Volume: 12365
Parish: Bulla Bulla
Section: 21
Folio: 919
County: n/a

Building permit details

Building permit number: CBS-U 66127/9666041348717
Version of BCA applicable to building permit: BCA Vol.2 2019

Building Details

Part of building to which permit applies: Entire - Dwelling & Associated Garage
Permitted Use: Residential
BCA Class of building: 1a(a), 10a
Maximum Permissible Floor Live Load: Dwelling Floor 1.5 kPa & Roof 0.25 kPa
Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained 1

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	Greater Western Water

Suitability of Occupation

The building to which this permit applies is suitable for occupation.

Date of Approved Inspection:

Bored Piers Inspection 07/02/2023
Pre-Slab Inspection 07/03/2023
Slab-Steel Inspection 24/03/2023
Frame Inspection 27/04/2023
Final Inspection 02/11/2023

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **City of Hume**
Certificate no.: **CBS-U 66127/9666041348717 - Occupancy Permit**
Date of issue: **23 November 2023**
Date of final inspection: **2 November 2023**
Signature:



Domestic Building Insurance

Certificate of Insurance

Seyit Ali Ayranci
320 Konagaderra Road
OAKLANDS JUNCTION
VIC 3063

Policy Number:
C706142

Policy Inception Date:
15/06/2022

Builder Account Number:
006310

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: **C03: New Multi-Dwelling Construction**
At the property: **9 Buster Street SUNBURY VIC 3429 Australia**
Carried out by the builder: **AYCON CONSTRUCTIONS & BUILDING SERVICES PTY LTD**
Builder ACN: **137032449**

! 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): **Seyit Ali Ayranci**
Pursuant to a domestic building contract dated: **04/04/2022**
For the contract price of: **\$250,000.00**
Type of Cover: **Cover is only provided if AYCON CONSTRUCTIONS & BUILDING SERVICES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for **\$300,000 all inclusive of costs and expenses *** claims made under this policy is:

The maximum policy limit for **20% of the contract price limited to the maximum policy limit for all claims non-completion claims made under the policy*** under this policy is:

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

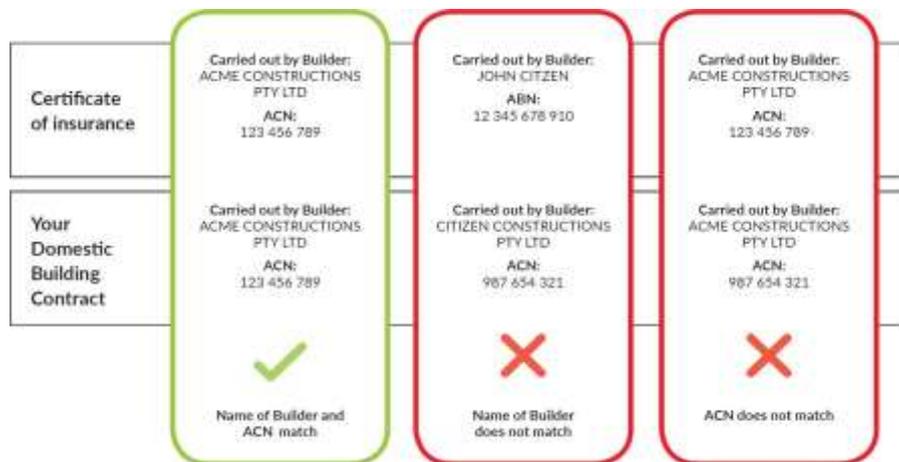
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,280.00
GST:	\$128.00
Stamp Duty:	\$140.80
Total:	\$1,548.80

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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