

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate*

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

Property address **40 SKYLARK BOULEVARD, CLYDE NORTH VIC 3978**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2023

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

..... on/...../2023

Print names(s) of person(s) signing: **Reji Abraham Isaac and Pheba Oommen**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	YPA Estate Agents Cranbourne			
Address:	3/207 South Gippsland Highway, Cranbourne VIC 3977			
Email:	kamaljeets@ypa.com.au			
Tel:	03 8751 8140	Mob:	Fax:	Ref: Kamaljeet Singh

Vendor

Name:	Reji Abraham Isaac and Pheba Oommen
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	National Conveyancing Group			
Address:	32 Ravenhall Way, Ravenhall VIC 3023 PO Box 3334, Caroline Springs VIC 3023			
Email:	manpreet@nationalconveyancinggroup.com.au			
Tel:	0432 605 070	Fax:	DX:	Ref: SV:576

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11860 Folio 253	230	PS 746160R

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 40 Skylark Boulevard, Clyde North VIC 3978

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

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

Payment (general condition 11)

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

GST (general condition 13)

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

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

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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

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

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

Terms contract (general condition 23)

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

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

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

Lender: _____
 Loan amount: _____ Approval date: _____

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

special conditions

Special Conditions

Instructions: it is recommended that when adding special conditions:

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

Special condition 1 – Acceptance of title

General condition 12.4 is added:

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

*Special condition 1B – Foreign resident capital gains withholding

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

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

Special Conditions – cont.

Special condition 2 – Electronic Conveyancing

EC

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
 - 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 2 ceases to apply from when such a notice is given.
 - 2.3 Each party must:
 - (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
 - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
 - 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
 - 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
 - 2.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
 - 2.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
 - 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
 - 2.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
 - 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.
3. If settlement is rescheduled due to the Purchaser, the Purchaser shall pay the Vendor's Conveyancer an amount of \$220 Inc GST for each and every rescheduled settlement, such additional amount or amounts to be paid at the rescheduled settlement.

4. Planning and Restrictions

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

5. Entire Agreement and No representations

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

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

6. Building and Goods

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

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

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

7. Deposit

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

8. Auction

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

9. Guarantee

If a company purchases the property:

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

10. FIRB Approval

If the named purchaser or the nominated purchaser is a foreign person within the meaning of the *Foreign Acquisitions*

and Takeovers Act 1975 (as adopted and amended from time to time) then the purchaser warrants to the vendor that they have received approval from the Foreign Investment Review Board of the Commonwealth of Australia (FIRB Approval) and shall be deemed to be in default under this Contract unless a copy of the FIRB Approval letter is provided for the named purchaser and/or the nominated purchaser on the earlier of seven days from the date of sale or within seven days from the date the contract becomes unconditional or simultaneously with the Nomination Form (whichever is the earlier date). The named purchaser and or the nominated purchaser hereby warrant that they will comply with this special condition and all of their obligations to obtain approval to acquire the land hereby sold, as required by law and shall indemnify and keep indemnified the vendor for any loss and damages including consequential loss, and costs and expenses incurred by the vendor as a result of the vendor having relied on this warranty when entering into this contract. The Vendor shall retain an equitable interest in the land hereby sold until all loss and damages including consequential loss, and costs and expenses incurred by the vendor are paid by the party that breached this special condition.

11. Nomination

General Condition 18 is replaced with the following:

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

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

12 . Default Interest & Costs Payable

- a) General Condition 26 is amended by inserting 6% instead of 2%.
The said interest shall be calculated from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing.
- b) The purchaser hereby agrees that reasonable costs of each default is the sum of \$550.00 including GST, payable to the vendor's representative.
- c) Should settlement be rescheduled after all parties have accepted a scheduled booking on the same day, the purchaser further acknowledges to pay \$220.00 including GST for each rescheduled settlement at settlement should the fault be of their own, bank or representative payable to the vendors representative.

13. Identity

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

14. Breach

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

- a) Expenses payable by the Vendor under any existing loans secured over the property or other property of the vendor associated with this settlement including interest payable by the vendor.
- b) The vendor's legal costs and additional conveyancing expenses incurred due to the breach; including the cost of issuing any Default Notice prepared and served on the Purchaser agreed at a sum of \$660.00 including GST to the vendor's representative, per service.
- c) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- d) Legal costs and expenses as between the Vendor and its Solicitor and/or conveyancer;
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase;
- f) Accommodation and removalist expenses that are additionally incurred as a result of the Purchaser's delay with settlement.

15. Notice

General Condition 21 is replaced with the following:

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

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

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

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

20. Swimming Pools and Smoke Alarms

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

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

21. Building report- NOT APPLICABLE AT AUCTION

- 21.1 The purchaser may end this contract within 7 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.

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

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

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

22. Pest report- NOT APPLICABLE AT AUCTION

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

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

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

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

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

23. Finance:

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

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

24. The Purchaser shall pay to the Vendor's representative the sum of \$220 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.

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

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

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

TITLE

1. Encumbrances

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

2. Vendor warranties

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

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

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

8. Builder warranty insurance

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

9. General law land

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

MONEY

- 10. Settlement**
- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 11. Payment**
- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent or legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision;
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred
- 12. Stakeholding**
- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 13. GST**
- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.
- 14. Loan**
- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

- (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

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

TRANSACTIONAL

16. Time

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

17. Service

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

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 23.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

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

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

GUARANTEE and INDEMNITY

I/We, of
 and of

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

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

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

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

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

SECTION 32

STATEMENT

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

Vendor:	Reji Abraham Isaac and Pheba Oommen
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Property:	40 Skylark Boulevard, Clyde North VIC 3978
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VENDORS REPRESENTATIVE

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

Ref: SV:576

SECTION 32 STATEMENT
40 Skylark Boulevard, Clyde North VIC 3978

32A FINANCIAL MATTERS

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

Their total does not exceed \$6000.00

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

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

32B INSURANCE

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

32C LAND USE

(a) RESTRICTIONS

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

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

SECTION 32 STATEMENT
40 Skylark Boulevard, Clyde North VIC 3978

(d) PLANNING

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

32D NOTICES

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

32E BUILDING PERMITS

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

Is contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Available

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

SECTION 32 STATEMENT
40 Skylark Boulevard, Clyde North VIC 3978

32I TITLE

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

ATTACHMENTS

Attached to this Section 32 Statement please find:-

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

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Reji Abraham Isaac and Pheba Oommen

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 11860 FOLIO 253

Security no : 124108890683Q
Produced 06/09/2023 01:12 PM

LAND DESCRIPTION

Lot 230 on Plan of Subdivision 746160R.
PARENT TITLE Volume 11849 Folio 847
Created by instrument PS746160R 10/03/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
REJI ABRAHAM ISAAC
PHEBA OOMMEN both of 183 GOLF LINKS ROAD BERWICK VIC 3806
AN713176B 04/04/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV950651C 11/08/2022
BANK OF QUEENSLAND LTD

COVENANT PS746160R 10/03/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AM948911T 18/07/2016

AGREEMENT Section 173 Planning and Environment Act 1987
AN126492N 23/09/2016

DIAGRAM LOCATION

SEE PS746160R 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: 40 SKYLARK BOULEVARD CLYDE NORTH VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 20486E GALILEE SOLICITORS PTY LTD
Effective from 11/08/2022

DOCUMENT END



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Document Type	Plan
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Document Assembled	06/09/2023 13:14

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SUBDIVISION ACT 1988 PLAN OF SUBDIVISION	EDITION 1	PLAN NUMBER PS746160R
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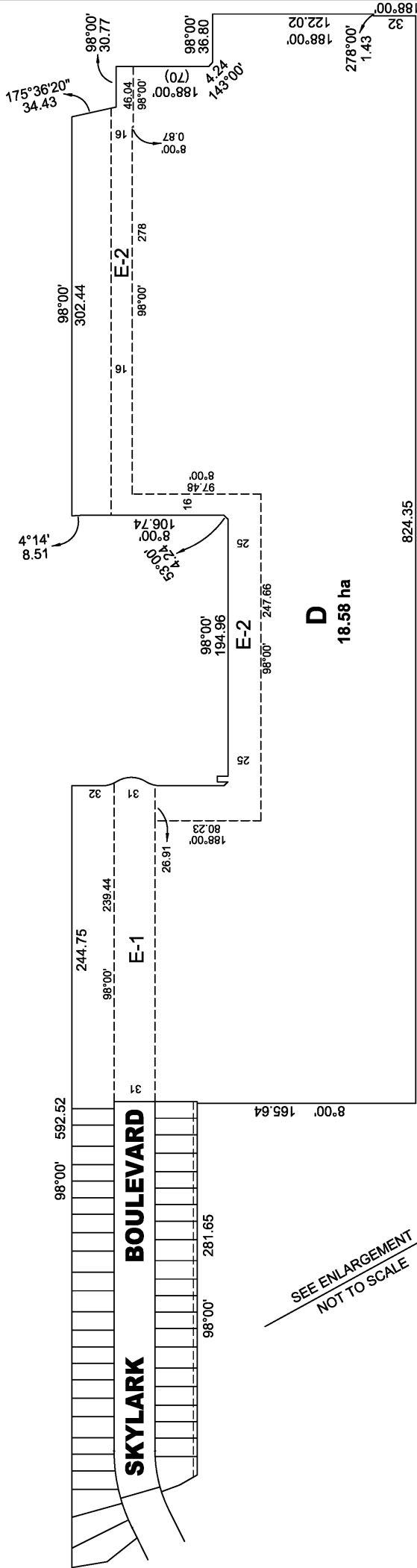
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 60 (PART) TITLE REFERENCES: VOL. 11849 FOL. 847 LAST PLAN REFERENCE: PS742135M LOT C POSTAL ADDRESS: 490 SOLDIERS ROAD <small>(at time of subdivision)</small> CLYDE NORTH, VIC 3978 MGA CO-ORDINATES: E 356 890 ZONE: 55 <small>(of approximate centre of land in plan)</small> N 5 783 875 GDA 94	Council Name: Casey City Council Council Reference Number: SubA00012/16 Planning Permit Reference: PLNA00335/15 SPEAR Reference Number: S079653A Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 17/05/2016 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Growth Areas Infrastructure Contribution Yes, the land associated with this Statement of Compliance is subject to GAIC. Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied for: lots excluding Lot D at Certification Digitally signed by: Michele Annette Scarlett for Casey City Council on 16/02/2017
---	--

VESTING OF ROADS OR RESERVES		COLLEGE GREEN - RELEASE 2 NUMBER OF LOTS IN THIS PLAN: 45 LOTS PLUS 1 BALANCE LOT TOTAL AREA OF LAND IN THIS PLAN: 2.999 ha PLUS BALANCE LOT DEPTH LIMITATION: DOES NOT APPLY
IDENTIFIER	COUNCIL / BODY / PERSON	
ROAD R-1	CITY OF CASEY	

NOTATIONS	
	OTHER PURPOSE OF THIS PLAN: 1) REMOVAL OF EASEMENT: EASEMENT TO BE REMOVED REMOVAL OF THAT PART OF EASEMENT E-1 ON PS 741157G AS SO FAR AS IT AFFECTS ROAD R-1 ON THIS PLAN. GROUND FOR REMOVAL BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN. 2) CREATION OF RESTRICTIONS A, B & C: REFER SHEETS 5-9.

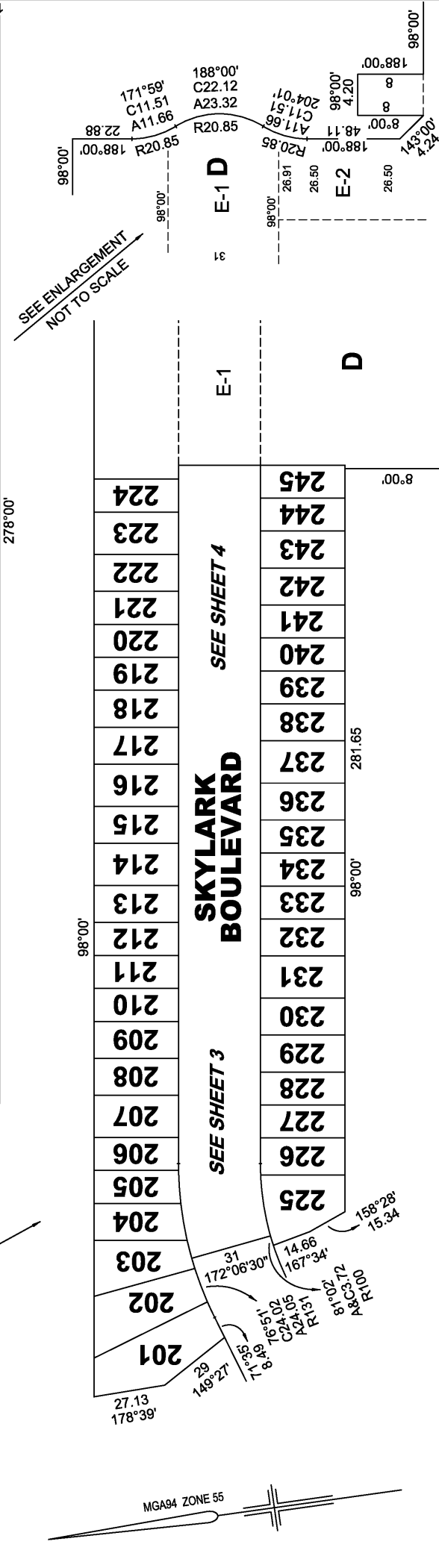
EASEMENT INFORMATION					THIS IS A SPEAR PLAN STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. SURVEY: THIS PLAN IS BASED ON SURVEY IN BP2606Q THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 56, 59, 66 67, 68, 75, 77 & 79 IN PROCLAIMED SURVEY AREA No. 45 & 71
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)					
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF	
E-1	CARRIAGEWAY	31	PS741157G	LOT 1 ON PS741157G	
E-2	CARRIAGEWAY	SEE DIAG.	PS741158E	LOT 1 ON PS741158E	
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER CORPORATION	
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF CASEY	

PLAN NUMBER
PS746160R



SEE ENLARGEMENT
NOT TO SCALE

SEE ENLARGEMENT
NOT TO SCALE



MGA94 ZONE 55

REF: 22333/2PS E VERSION: E	DATE: 16/02/17 22333-2-PS-M-E.DGN	SCALE: 1:3000 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 2
	Digitally signed by: Neil Oliver (Reeds Consulting Pty Ltd), Surveyor's Plan Version (E), 16/02/2017 Amended: 10/03/2017			
REEDS CONSULTING		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		

PLAN NUMBER
PS746160R

SUBDIVISION ACT 1988
CREATION OF RESTRICTION A

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

Table of Land Burdened and Land Benefited:

Burdened Lot No.	Benefited Lot No.	Burdened Lot No.	Benefited Lot No.
201	202	224	223
202	201, 203	225	226
203	202, 204	226	225, 227
204	203, 205	227	226, 228
205	204, 206	228	227, 229
206	205, 207	229	228, 230
207	206, 208	230	229, 231
208	207, 209	231	230, 232
209	208, 210	232	231, 233
210	209, 211	233	232, 234
211	210, 212	234	233, 235
212	211, 213	235	234, 236
213	212, 214	236	235, 237
214	213, 215	237	236, 238
215	214, 216	238	237, 239
216	215, 217	239	238, 240
217	216, 218	240	239, 241
218	217, 219	241	240, 242
219	218, 220	242	241, 243
220	219, 221	243	242, 244
221	220, 222	244	243, 245
222	221, 223	245	244
223	222, 224		

Description of Restriction:

The registered proprietor or proprietors for the time being of a burdened lot to which this restriction applies shall not build or permit to be built or remain on the lot any building other than a building which has been constructed in accordance with the endorsed Memorandum of Common Provisions (MCP) registered in Dealing No. AA2906. The provisions of the MCP (including the Building Envelope Schedules in the MCP) are incorporated into this restriction.

This restriction shall expire with respect to any Burdened Lot 25 years after the registration of this plan.

REF: **22333/2PS** VERSION: **E** DATE: 16/02/17
22333-2-PS-M-E.DGN

NOT TO SCALE

ORIGINAL SHEET
SIZE A3

SHEET 5

REEDS
CONSULTING

Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p [03] 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

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Surveyor's Plan Version (E),
16/02/2017 Amended: 10/03/2017

Digitally signed by:
Casey City Council,
16/02/2017,
SPEAR Ref: S079653A

PLAN NUMBER
PS746160R

CREATION OF RESTRICTION B

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

Land to benefit: Lots 201 to 245 (Both inclusive)

Land to be burdened: Lots 201 to 245 (Both inclusive)

For the Purpose of this Restriction:


- (a) **“building envelope”** means the building envelope for a lot as shown in the Building Envelope Plan as defined in the Memorandum of Common Provisions (MCP) registered in dealing No. AA2906.
- (b) **“front boundary”** means:
 - (i) in the case of any lot where only one boundary of that lot abuts a road, the boundary which abuts the road; and
 - (ii) in the case of any lot, where more than one boundary abuts a road, the shortest of the boundaries which abuts the road and where there is a splayed corner on a lot, that part of the boundary which is created by the splay (i.e. the corner splay) shall be disregarded.

All distances are to be measured at right angles.

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan to which the following restrictions apply shall not:

- 1 Construct or cause or permit to be constructed on any burdened lot:
 - 1.1 any dwelling abutting a Reserve with less than one habitable room window orientated towards the Reserve at each level.
 - 1.2 any dwelling or commercial building unless the dwelling or building incorporates plumbing for recycled water supply for toilet flushing and garden watering.
 - 1.3 any building or dwelling outside the building envelope for the lot apart from the specific encroachments allowed outside the building envelope pursuant to the MCP and the Building Regulations.
- 2 Build or cause to be built or allow to be built a garage:
 - 2.1 within 5.5 metres of the front boundary; and
 - 2.2 which contains a garage door or doors which occupy more than 40% of the width of the front boundary, except where the width of front boundary is less than 12 metres and the dwelling is two or more storeys, the opening of the garage must not be more than 25% of the area of the front façade of the dwelling.

REF: 22333/2PS	VERSION: E	DATE: 16/02/17 22333-2-PS-M-E.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 6
			Digitally signed by: Neil Oliver (Reeds Consulting Pty Ltd), Surveyor's Plan Version (E), 16/02/2017 Amended: 10/03/2017	Digitally signed by: Casey City Council, 16/02/2017, SPEAR Ref: S079653A	


PLAN NUMBER
PS746160R

The area of the front façade of the dwelling is measured from a two-dimensional elevation plan and excludes any area of the roof of the dwelling.

- 3 Construct or allow to be constructed any more than one dwelling per lot unless identified on the building envelope as a potential multi-dwelling lot.

Where more than one dwelling is to be constructed on a lot, the building envelopes do not apply and garage setbacks may be varied from the setbacks set out in this restriction for that lot, as may be approved by council.

This restriction shall expire 25 years after the date of the registration of this plan.

REF: 22333/2PS	VERSION: E	DATE: 16/02/17 22333-2-PS-M-E.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 7
 <p>Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au</p>			Digitally signed by: Neil Oliver (Reeds Consulting Pty Ltd), Surveyor's Plan Version (E), 16/02/2017 Amended: 10/03/2017	Digitally signed by: Casey City Council, 16/02/2017, SPEAR Ref: S079653A	

PLAN NUMBER
PS746160R

SUBDIVISION ACT 1988 CREATION OF RESTRICTION C

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

Land to benefit: Lots 201 to 245 (Both Inclusive)

Land to be burdened: Lots 201 to 245 (Both Inclusive)

For the Purpose of this Restriction:


The defined terms used in this Restriction have the same meaning as in the Memorandum of Common Provisions (MCP) registered in dealing No. AA2906.

Description of Restriction:

The registered proprietor or proprietors for the time being of any lot on this plan shall not:

- 1 build or cause to be built or allow to remain a dwelling or any other improvements, or carry out or cause to be carried out any building or construction works on the burdened lot unless the plans for the dwelling or other improvements have been approved by the Design Assessment Panel (being Australand Residential No. 156 Pty Ltd ACN 107 356 543 ("**Australand**") or the person, entity or group who are from time to time nominated by Australand to act as the Design Assessment Panel) and comply with the Design Guidelines.
- 2 construct or cause or permit to be constructed on any burdened lot:
 - 2.1 any building with the usual outbuildings other than dwelling house having a minimum floor area (excluding any verandah, carport or garage) of:
 - 2.1.1 170 square metres for lots with an area of 600 square metres or greater;
 - 2.1.2 150 square metres for lots with an area between 500 and 599 square metres;
 - 2.1.3 120 square metres for lots with an area between 400 and 499 square metres;
 - 2.1.4 100 square metres for lots with an area of 399 square metres or less;
 - 2.2 any dwelling (including garage and carport) of which less than fifty percent (50%) of the external walls (excluding windows) are constructed of brick, brick veneer, stone, masonry or masonry veneer;
 - 2.3 any outbuildings other than a garage or carport having external walls constructed of materials other than brick, stone, rendered concrete, concrete sheet, timber or coloured non-reflective material;
 - 2.4 any dwelling with a roof, which roof is constructed of materials other than masonry or terracotta tiles or coloured non-reflective roofing material;

Continued.....

REF: 22333/2PS	VERSION: E	DATE: 16/02/17 22333-2-PS-M-E.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 8
		Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au	Digitally signed by: Neil Oliver (Reeds Consulting Pty Ltd), Surveyor's Plan Version (E), 16/02/2017 Amended: 10/03/2017	Digitally signed by: Casey City Council, 16/02/2017, SPEAR Ref: S079653A	


- 2.5 any dwelling which has any external plumbing apparatus, pipes and conduits (stormwater drainage downpipes excepted) which are visible from an adjoining street or reserve on the plan.
- 3 erect or cause to be erected or to remain erected:
 - 3.1 on either side boundary or rear boundary of any burdened lot any fence of a height more than 2 metres;
 - 3.2 any fence on either side boundary or the rear boundary of any burdened lot except a fence of timber palings with a timber cap, and exposed posts on both sides of the fence;
 - 3.3 any fence along the Front Boundary;
 - 3.4 any fence on the burdened lot between the Front Boundary of the lot and the point that is 5 metres from the Front Boundary of the lot.
- 4 at any time park or store on or within any burdened lot any vehicle (having a carrying capacity of one tonne or more), boat, caravan or trailer in such a way as to be visible from any street adjacent to or abutting that lot.
- 5 at any time keep, place or maintain any outside clothes drying or airing facility on any burdened lot so as to be visible from any street adjacent to or abutting that lot.
- 6 keep on the Lot at any one time more than two:
 - 6.1 domestic birds; or
 - 6.2 of any kind of animal or bird.
- 7 erect, display or exhibit or allow to be erected, displayed or exhibited or to remain erected, displayed or exhibited any advertising signage advertising the lot for sale without the written consent of Australand Residential No. 156 Pty Ltd ACN 107 356 543.

Notwithstanding clause 3 of Restriction C on this plan, nothing shall prevent Australand in its absolute discretion from erecting any fence of any type or description in locations where it considers it is necessary to do so in the interests of public safety and/or visual amenity.

The restriction in paragraph 1 shall expire 20 years after the date of the registration of this plan.

The restrictions in paragraphs 2 to 6 (both inclusive) shall expire 25 years after the date of registration of this plan.

The restriction in paragraph 7 shall expire in respect of any lot on this plan from the earlier of the date of issue of an occupancy permit for the whole of the dwelling on the lot or 5 years after the date of the registration of this plan.

REF: 22333/2PS	VERSION: E	DATE: 16/02/17 22333-2-PS-M-E.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 9
 Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p [03] 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: Neil Oliver (Reeds Consulting Pty Ltd), Surveyor's Plan Version (E), 16/02/2017 Amended: 10/03/2017	Digitally signed by: Casey City Council, 16/02/2017, SPEAR Ref: S079653A	



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APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE RECORDING OF AN AGREEMENT

Section 181 Planning and Environment Act 1987

Form 21



Lodged by:

Name: *Maddocks*

Phone: *9258 3555*

Address: *Level 6, 140 William Street, Melbourne VIC 3000*

Ref: *KAR: AOTL: 6838568*

Customer code: *1167E*

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

Land: *[insert Volume and Folio reference] [if part only, define the part]*

Volume *10558* Folio *952*

Responsible authority: *[name and address]*

Casey City Council of Civic Centre, Magid Drive, NARRE WARREN VIC 3805

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this application.

Signature for the responsible authority:

A handwritten signature in cursive script that reads 'S. Hamilton'.

Name of Officer:

Scott Hamilton - Acting Team Leader Subdivisions

Date:

12/07/2016.



AM948911T

18/07/2016 \$92.70 173



CASEY CITY COUNCIL

and

FRONTLINK PTY LTD

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lot 1 on TP819098B, Soldiers Road,
Clyde North, Victoria 3978

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

Ref WYB 306861-00233



© Russell Kennedy

THIS AGREEMENT is made on

12th July

2016

PARTIES

1 **CASEY CITY COUNCIL**
of Civic Centre, Magid Drive, Narre Warren, Victoria 3805
("Council")

2 **FRONTLINK PTY LTD**
ACN 074 034 496
of Unit 7, Level 1, 484 Graham Street, Port Melbourne, Victoria 3207 (formerly of 10
Dorothy Street, Doveton, Victoria 3177)
(Owner)

AM948911T



RECITALS

A The Council is the responsible authority under the Act for the Scheme.

B The Owner is registered or is entitled to be registered as proprietor of the Land.

C Condition 26 of the Permit provides as follows:

"26 *Before the issue of a Statement of Compliance for the subdivision the developer must make payment to Council for the provision of Community Infrastructure, unless before the relevant plan of subdivision is certified under the Subdivision Act 1988, the owner enters into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 (the Act) and makes application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act, which provides for the payment of a Community Infrastructure Levy to Council by a future land owner in accordance with the provisions of the Development Contributions Plan applying to the land and Section 460 of the Act.*

The owner / applicant must pay the Responsible Authority's costs of the preparation, execution and registration of the Section 173 agreement."

D The Land is encumbered by mortgage number AH377604D in which Australand Residential No. 156 Pty Limited (formerly named Australand Industrial No. 156 Pty Ltd) is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

E This Agreement has been entered into in order to:

- comply with condition 26 of the Permit;
- prohibit, restrict or regulate the use or development of the Land; and
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

F This Agreement is made under Division 2 of Part 9 of the Act.



THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **“Act”** means the *Planning and Environment Act 1987*.
- 1.2 **“Agreement”** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 **“Business Day”** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **“Building Permit”** means a building permit under the *Building Act 1993*.
- 1.5 **“Community Infrastructure Levy”** means the community infrastructure levy required to be paid to the collecting agency under the Development Contributions Plan adjusted, as required, so as to comply with the requirements of section 46L of the Act.
- 1.6 **“Development Contributions Plan”** means the *Clyde North Precinct Structure Plan Development Contributions Plan, August 2011* which is incorporated in the Scheme (as amended).
- 1.7 **“GST Act”** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.8 **“GST”** means the goods and services tax as defined in the *GST Act*.
- 1.9 **“Input Tax Credit”** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.10 **“Land”** means the land within the Scheme described as lot 1 on TP819098B being the whole of the land contained in certificate of title volume 10558 folio 952.
- 1.11 **“Lot”** means any lot created as a result of:
 - 1.11.1 the subdivision of the Land; or
 - 1.11.2 the subdivision of any part of the Land.
- 1.12 **“Mortgagee”** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.13 **“Permit”** means planning permit PInA00335/15, issued by the Council on 30 September 2015, authorising the multi-lot subdivision of the Land and creation of restrictions.
- 1.14 **“Scheme”** means the *Casey Planning Scheme* or any other planning scheme which applies to the Land from time to time.
- 1.15 **“Tax Invoice”** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

AM948911T

18/07/2016 \$92.70 173



2 COMMENCEMENT

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

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends:

3.1.1 in respect of any Lot, upon the payment of the Community Infrastructure Levy to the Council under this Agreement in respect of that Lot, to the satisfaction of the Council; and

3.1.2 otherwise, in accordance with section 177 of the Act.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 Community Infrastructure Levy

The Owner covenants and agrees that:

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

4.1.2 if for any reason a Building Permit is not required for the development of any Lot, the Community Infrastructure Levy in respect of the development of that Lot must be paid to the Council in accordance with the Development Contributions Plan before the commencement of that development.

4.2 Successors in title

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

4.3 Further assurance

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

AM948911T

18/07/2016 \$92.70 173



4

4.4 Payment of Council's costs

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

4.5 Mortgagee to be bound

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

4.6 Non-compliance

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

4.6.1 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.6.2 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full,

and the Owner agrees:

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

4.6.4 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and

4.6.5 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full.

4.7 Covenants run with the Land

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

4.8 Owner's warranty

The Owner warrants and covenants that:

4.8.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

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

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the **GST** payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

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

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6.2 Time of the essence

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

6.3 Governing law and jurisdiction

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

6.4 Enforcement and severability

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

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

7 NOTICES

7.1 Service of notice

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

7.1.1 personally on the person;

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

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

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

7.2 Time of service

A notice or other communication is deemed served:

7.2.1 if served personally or left at the person's address, upon service;

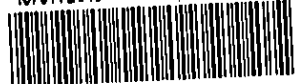
7.2.2 if posted within Australia to an Australian address, two Business Days after posting;

7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

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8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



EXECUTED as an agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the)
Director Planning & Development Services)
on behalf of **CASEY CITY COUNCIL**)
pursuant to the power delegated to that)
person by an Instrument of Delegation in the)
presence of:)

[Handwritten Signature]

Witness

SONIA RODE

Print Name

[Handwritten Signature]

EXECUTED by **FRONTLINK PTY LTD** in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by being signed)
by the authorised person:)

N. Mondous
Sole director and sole company secretary

NATALIE MONDOUS
Full name


18 Leemak crescent, Burwick
Usual Address



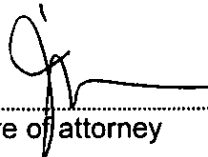
MORTGAGEE'S CONSENT

AUSTRALAND RESIDENTIAL NO. 156 PTY LIMITED as Mortgagee under Mortgage no. AH377604D which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

EXECUTED by **AUSTRALAND RESIDENTIAL NO 138 PTY LTD** by its duly appointed attorney Jill Lim who certifies that she is authorised to execute this document under power of attorney dated 2 June 2015 and at the date of execution she has received no notice of revocation of the power of attorney in the presence of:


.....
Witness

SHARON COATES
.....
Witness name


.....
Signature of attorney

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registers and indexes.

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

Section 181 Planning and Environment Act 1987

Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:6804512
Customer Code: 1167E

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

Land: Volume 10558 Folio 952

Responsible Authority: Casey City Council of Magid Drive, Narre Warren, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority: 
Name of officer: Nicola Ward
Position Held: Manager Strategic Planning & Environment
Date: 21-09-2016

CASEY.VIC.GOV.AU



Agreement under Section 173 of the Planning and Environment Act 1987

Date 20 / 9 /2016

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Clyde North Development Contributions Plan

Subject Land: 490 Soldiers Road, Clyde North

Purpose of Agreement: Development Infrastructure Contributions and Works in Kind

Casey City Council

and

**Frontlink Pty Ltd
(ACN 074 034 496)**

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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 20 / 9 / 2016

Parties

Name	Casey City Council
Address	Magid Drive, Narre Warren, Victoria
Short name	Council

Name	Frontlink Pty Ltd
ACN	074 034 496
Address	Unit 7, Level 1, 484 Graham Street, Port Melbourne, Victoria 3207 (formerly of 10 Dorothy Street, Doveton, Victoria 3177)
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- B. Council enters into this Agreement in its capacity as the responsible authority and the collecting agency.
- C. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- D. The Development Contributions Plan applies to the Subject Land. It outlines the contributions expected from individual landholders within the area covered by the Development Contributions Plan to fund infrastructure and services required as a result of development of the area.
- E. The Owner has asked Council for permission to carry out certain works and provide land funded by the Development Contributions Plan.
- F. The Owner also proposes to vest the Open Space Land in Council for the purpose of satisfying the requirement to contribute public open space.
- G. Council has agreed, on the terms of this Agreement, to:
 - G.1 allow the Owner to carry out the Infrastructure Projects and provide the Land Projects in return for a Credit against its liability for the Development Contributions Levy under the Development Contributions Plan; and
 - G.2 accept the provision by the Owner of the Open Space Land as public open space.

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The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Actual Cost of Construction means the actual price of a contract in respect of the delivery of any Infrastructure Project including all project design and engineering fees as detailed in the relevant estimate contained in the Development Contributions Plan.

Agreed Land Value means the amount specified in Schedule 3.

Agreed Project Value means the amount specified in Schedule 2 or the Actual Cost of Construction, whichever is the lesser or any other amount which has been specifically agreed to in writing by Council.

Agreement means this agreement and includes this Agreement as amended from time to time.

Approved Plans means the Designs of the Infrastructure Projects approved by Council under clause 6.3 of this Agreement.

Certificate of Practical Completion means a certificate in writing prepared by Council stating that an Infrastructure Project has been completed to the satisfaction of Council.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Construction Procedures means the procedures set out in Schedule 1 of this Agreement.

Credit means a credit in the amount of the Agreed Project Value for the relevant Infrastructure Project or the Agreed Land Value for the relevant Land Project against the amount of the Development Contribution Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

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- (a) for Council, caseycc@casey.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Defects Liability Period means the period of 12 months from the issue of a Certificate of Practical Completion for an Infrastructure Project.

Designs means detailed design and engineering plans and specifications of an Infrastructure Project.

Development Contributions Levy means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land.

Development Contributions Plan or DCP means the Clyde North Precinct Structure Plan Development Contributions Plan dated 4 August 2011 (Rev 21), as amended from time to time, being an incorporated document in the Planning Scheme.

Early lots means lots created by the subdivision of the Subject Land that are not Residential Lots but will ultimately be used for the provision of utility services or some other public purpose.

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

Equalisation Payment means the amount calculated in accordance with Schedule 4 described as the equalisation payment required to be paid by the Owner or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- (a) the area of Open Space Land that the Owner is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- (b) the public open space contribution that the Owner is required to make under clause 52.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Charge under the Act.

Infrastructure Projects means the projects specified in Schedule 2 of this Agreement.

Indexation means an adjustment to an amount in the same way and on the same date that the Development Contributions Plan specifies.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means the land transaction described in Schedule 3 in respect of the Project Land.

Landscape Components means the soft and hard landscaping components of an Infrastructure Project or a Land Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving, watering systems and the like.

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Landscape Maintenance Period means the maintenance of the Landscape Components for the period of 24 months from the issue of a Certificate of Practical Completion for an Infrastructure Project, Land Project or Open Space Land.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of 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 roads, 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 that is included in the Development Contributions Plan or other infrastructure that is in the nature of regional or state infrastructure.

Lot means a lot on the Endorsed Plan.

Open Space Land means the land for passive open space as set out in Schedule 4. For clarity it does not include Project Land.

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

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

Plan Checking Fee means a fee payable to Council by the Owner for checking plans for the Infrastructure Projects and which is payable at the rate of 0.75% of the estimated cost of constructing the Infrastructure Projects shown on the plans to be checked.

Planning Permit means planning permit no. PlnA00335/15.A as amended from time to time, issued on 30 September 2015 and amended on 7 July 2016, authorising subdivision of the Subject Land, among other things, in accordance with the Endorsed Plan.

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

Project Land means all the land referred to in Schedule 3 and for clarity does not include Open Space Land.

Public Infrastructure Plan means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.

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

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owners obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) if paid within 12 months of the date this Agreement commences, \$102; or

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- (b) if paid at any time after 12 months of the date this Agreement commences, \$102 plus Indexation.

Schedule means a schedule to this Agreement.

Stage means a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.

Subject Land means the land listed in Schedule 5 of this Agreement and any reference to the Subject Land includes any lot created by the subdivision of any lot comprising the Subject Land or any part of it.

Supervision Fee means a fee payable to Council by the Owner for supervision of an Infrastructure Project and which is payable at the rate of 2.5% of the estimated cost of constructing the Infrastructure Project.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

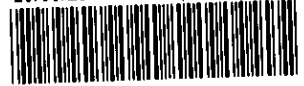
The Parties acknowledge and agree that the purposes of this Agreement are to:

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- 3.1 record the terms and conditions on which the Owner will undertake the Infrastructure Projects and transfer to or vest in Council Project Land and Open Space Land; and
- 3.2 record the terms and conditions on which the Owner will receive the Credit or pay or receive any Equalisation Payment as the case may be;
- 3.3 satisfy all relevant conditions of the Planning Permit; and
- 3.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 the Owner has elected to enter into this Agreement in order to:
 - 4.1.1 undertake the Infrastructure Projects and Land Projects in return for a Credit against the owner's obligations under the Development Contributions Plan instead of making a cash payment as a Development Contributions Levy; and
 - 4.1.2 fulfil the requirements of the Planning Permit;
 - 4.1.3 record the terms and conditions on which the Owner will provide the Open Space Land and any Equalisation Payment; and
- 4.2 Council has granted consent to the Owner to undertake the Infrastructure Projects and Land Projects and provide the Open Space Land on the terms and conditions of this Agreement.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

6.1 Payment of Development Contributions Plan

The Owner covenants and agrees that it has an obligation to pay the Development Contributions Levy in accordance with the Development Contributions Plan subject to the terms of this Agreement including the Owner's entitlement to a Credit under this Agreement.

6.2 Infrastructure Projects

The Owner covenants and agrees that the Owner must construct the Infrastructure Projects specified in Schedule 2 prior to the milestones identified in Schedule 2 for the Agreed Project Value in return for a Credit in accordance with the terms of this Agreement.

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6.3 Design and construction of Infrastructure Projects

The Owner agrees that, except with the prior written consent of Council:

- 6.3.1 the Owner will, at its cost, prepare the Designs of the Infrastructure Projects and submit the Designs to Council for approval;
- 6.3.2 the Designs must:
 - (a) be to the satisfaction of Council;
 - (b) comply with any relevant standard in the Development Contributions Plan; and
 - (c) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;
- 6.3.3 approval of the Designs by Council will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans;
- 6.3.4 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects;
- 6.3.5 prior to entering into any contract for the Infrastructure Projects, the Owner will submit to Council for approval:
 - (a) information as requested by Council which is sufficient for Council to satisfy itself that the price of the contract is a competitive price;
 - (b) a copy of the detailed cost schedules including quantities, unit rates and identification of any provisional items; and
 - (c) a copy of the proposed construction program;
- 6.3.6 in carrying out the Infrastructure Projects, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices; and
- 6.3.7 the Owner will:
 - (a) construct the Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans; and
 - (b) comply with the Construction Procedures.

6.4 Certificate of Practical Completion

The Owner covenants and agrees that:

- 6.4.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures; and
- 6.4.2 following the issue of a Certificate of Practical Completion, the Owner:

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- (a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
- (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- (c) is responsible for the maintenance of the Landscape Components in good order, condition and repair to the satisfaction of Council for the Landscape Maintenance Period; and
- (d) is responsible for the repair of any defects during the Defects Liability Period.

6.5 Project Land

6.5.1 The Owner covenants and agrees that subject to this Agreement, the Owner will transfer to or vest in Council the Project Land specified in Schedule 3:

- (a) prior to the milestone specified in Schedule 3; and
- (b) in return for a Credit in accordance with the terms of this Agreement.

6.6 Open Space Land

The Owner covenants and agrees that subject to this Agreement the Owner will transfer to or vest in Council the Open Space Land specified in Schedule 4 prior to the milestones identified in Schedule 4.

6.7 Landscaping of Project Land and Open Space land

The Owner covenants and agrees that all Project Land or Open Space land to be transferred or vested in Council must be landscaped at the Owner's cost in accordance with any landscape masterplan and any subsequent detailed landscape construction plan approved under condition 17 of the Planning Permit in relation to the Subject Land to the satisfaction of Council prior to the land being transferred or vested to or in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

6.8 Milestones

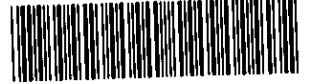
The Parties acknowledge and agree that if the Owner does not:

- 6.8.1 construct the Infrastructure Projects within the timeframe specified or referred to in clause 6.2 or any other time which is agreed between Council and the Owner; or
- 6.8.2 transfer or vest the Project Land within the timeframe specified or referred to in clause 6.5.1(a) or any other time which is agreed between Council and the Owner; or
- 6.8.3 transfer or vest the Open Space Land within the timeframe specified or referred to in clause 6.6 or any other time which is agreed between Council and the Owner -

Council may at its absolute discretion:

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- 6.8.4 extend the relevant timeframe; or
- 6.8.5 refuse to issue any further Statement of Compliance until such time as the Owner has, as appropriate:
 - (a) constructed the Infrastructure Project(s) to the satisfaction of Council; or
 - (b) transferred or vested the Project Land in Council; or
 - (c) transferred or vested the Open Space Land in Council.

6.9 Credit

The Parties agree that:

- 6.9.1 upon the issue of a Certificate of Practical Completion and verification by Council of the costs incurred, in respect of the Infrastructure Project, the Owner will be entitled to the Credit for the Infrastructure Project as set out in Schedule 2;
- 6.9.2 upon the transfer or vesting in Council of the Project Land, the Owner will be entitled to the Credit for the Project Land as set out in Schedule 3;
- 6.9.3 the Development Contributions Levy payable by the Owner to Council is to be reduced by the amount of the Credits;
- 6.9.4 upon the provision of a Credit in respect of an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects under this Agreement remain for the duration of the Defects Liability Period and the Owner's obligations for maintenance of the Landscape Components remain for the duration of the Landscape Maintenance Period; and
- 6.9.5 after the expiry of the Landscape Maintenance Period and the Defects Liability Period, maintenance of the works and repair of any defects in respect of an Infrastructure Project, Project Land or Open Space Land, the Infrastructure Project, Project Land or Open Space Land as the case may be becomes the responsibility of Council or the Responsible Road Authority as appropriate.

6.10 Exhaustion of the Credit

The parties agree that:

- 6.10.1 where pursuant to clause 6.9.1 a Credit is due to the Owner in respect of one or more Infrastructure Projects, then the Owner shall not be required to pay the Development Contributions Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner; and
- 6.10.2 where pursuant to clause 6.9.2, a Credit is due to the Owner in respect of one or more Land Projects, then the Owner shall not be required to pay the Development Contributions Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner.

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7. Specific obligations – Compliance with the Public Infrastructure Plan and Public Open Space Equalisation

7.1 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement any approved Public Infrastructure Plan.

7.2 Open Space Land and Equalisation Payment

Council and the Owner covenants and agrees that subject to this Agreement:

- 7.2.1 the Owner will transfer to or vest in Council the Open Space Land specified in Schedule 4 prior to the milestone identified in Schedule 4;
- 7.2.2 where a payment in respect of Open Space Land is due to the Council, the Owner will pay to Council the Equalisation Payment specified for the Open Space Land in Schedule 4 prior to the milestone identified in Schedule 4;
- 7.2.3 where a payment in respect of Open Space Land is due to the Owner, Council will pay to the Owner the Equalisation Payment specified in Schedule 4 prior to the milestone identified in Schedule 4;
- 7.2.4 upon complying with clauses 7.2.1 and 7.2.2, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

8. Sale or vesting of Early lots

Unless with the prior written consent of Council, the Owner covenants and agrees that the Owner will not sell or vest any Early lots until Council is satisfied that the Early lot has been embellished and serviced in accordance with the Planning Permit.

9. Parties' acknowledgments

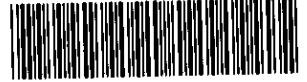
9.1 Agreed Land Value

The Parties agree that:

- 9.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act* 1986 and the Act in respect of Project Land; and
- 9.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act* 1986 or for any other category of or form of loss or compensation in respect of Project Land.

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9.2 Agreed Land Value composition

The Owner and Council agree that the Agreed Land Value includes all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

9.3 Environmental Assessment

The Owner agrees that that prior to transferring to or vesting Project Land or Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Project Land and Open Space Land is suitable to be used and developed for purpose for which it is intended.

10. Acknowledgement by the Parties

The Parties acknowledge and agree that:

- 10.1 this Agreement is intended to relate only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and
- 10.2 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 Subject Land.

11. Owner's further obligations

11.1 Notice and registration

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

11.2 Further actions

The Owner:

- 11.2.1 must do all things necessary to give effect to this Agreement;
- 11.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 11.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

11.3 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

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- 11.3.1 Plan Checking Fee;
- 11.3.2 Supervision Fee;
- 11.3.3 Satisfaction Fee; or
- 11.3.4 Consent Fee.

11.4 Council's costs to be paid

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

- 11.4.1 preparing, drafting, finalising, signing and recording this Agreement;
- 11.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 11.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 11.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.5 Time for giving consent

If Council makes a request for payment of:

- 11.5.1 a fee under clause 11.3; or
- 11.5.2 any costs or expenses under clause 11.4,

the Parties agree that Council will not decide whether the Owners' obligation have been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

11.6 Interest for overdue moneys

- 11.6.1 The Owner must pay to Council interest in accordance with section 172 of the *Local Government Act 1989* and any amount due under this Agreement that is not paid by the due date.
- 11.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

11.7 Notification of compliance with Owner's obligations

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

12. Agreement under Section 173 of the Act

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

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

13. Owner's Warranties

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

13.2 The Owner warrants that, as at the date of this Agreement:

13.2.1 the Open Space Land and Project Land is free of contamination of any kind; and

13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.

14. Successors in title

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

14.1 give effect to this Agreement; and

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

15. General matters

15.1 Notices

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

15.1.1 personally on the other Party;

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

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

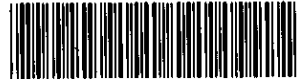
15.1.4 by email to the other Party's Current Email.

15.2 No waiver

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

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15.3 Severability

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

15.4 No fettering of Council's powers

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

15.5 Inspection of documents

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

15.6 Governing law

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

16. GST

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

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

16.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 16.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

16.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 16.3.

17. GAIC

17.1 Except in respect of the land specified in Schedule 6 (**Excluded Land**), all land to be transferred to or vested in Council must have any Inherent GAIC Liability, whether it has been triggered or not discharged prior to the said transfer or vesting of that land to or in Council.

17.2 To the extent that the said GAIC liability of the said land (which for the avoidance of doubt excludes the Excluded Land) is not discharged, the Owner remains liable to and must indemnify Council for any GAIC liability incurred or otherwise triggered by Council after the said land is transferred to or vested in Council.

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17.3 Except in respect of the Excluded Land, prior to the transfer to or vesting of any land to or in Council, the Owner must provide Council with a Certificate of Release under section 201 SY of the Act in respect of any liability that the Owner has in respect of the land to be transferred or vested in Council.

18. Dispute Resolution

18.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 18.5 either party may at its election:

18.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act;
or

18.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.

18.2 A party may not commence any of the processes referred to in clause 18.1 until it has complied with clauses 18.3 and 18.4.

18.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.

18.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.

18.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

19. Commencement of Agreement

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

20. Ending of Agreement

20.1 This Agreement ends by mutual agreement between the parties.

20.2 Notwithstanding clause 20.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

20.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 20.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

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- 20.4 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 20.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 20.4, Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 20.6 On completion of all the Owners' obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.

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Schedule 1

Construction Procedures

Procedure for issue of Certificate of Practical Completion

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

Access

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

Quality of work

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



Schedule 2

INFRASTRUCTURE PROJECTS

DCP Project Reference Number	Infrastructure Project Description ²	Extent of Project ³	Milestone for the completion of the Infrastructure Project	Agreed Project Value ⁴	Funding Source	Timing for Credit ⁵
RD11	Part construction of North-South Arterial and East-West Connector – Signalised Intersection 4.	The works detailed on the approved construction plans being the plans prepared by Reeds Consulting (drawing no. VR1-VR34) approved by Council under stamp dated 27 April 2016, or as otherwise approved by Council.	Both projects to be completed prior to the issue of a Statement of Compliance for the first Stage of Subdivision unless otherwise agreed by Council.	Up to \$4,414,464.08 or the Actual Cost of Construction whichever is the lesser amount plus Indexation provided that Indexation must be determined at the time that the Credit is utilised by the Owner in part or in full.	Credit	Credit available to Owner upon issue of a satisfactory claim by the Owner for the Agreed Project Value and the issue of a Statement of Practical Completion for the Infrastructure Project.
and						
RD04	Part construction of North-South Arterial – Construction of road, 2 lanes urban standard (includes construction of one culvert).					

¹ Infrastructure Project is a defined phrase in this Agreement.

² Always use the same description/language as set out in the approved Development Contributions Plan

³ The description entered for the Extent of Project should be clear and unambiguous to a 3rd party reader of this document.

⁴ Agreed Project Value is a defined phrase in this Agreement

⁵ The Funding Source will either be the DCP by way of Credits or the Developer.

⁶ The description entered for the Timing for Credit should be clear and unambiguous to a 3rd party read of this document.

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Schedule 3

PROJECT LAND

DCP Project Reference Number	Project Land Description	Title or plan reference	Area of the Project Land ⁹	Milestone for transfer or vesting of the Project Land	Agreed Land Value ¹⁰	Funding Source	Timing for Credit
OS01	Active Playing Fields 1 (north eastern area) in Property 13 of the DCP.	The land shown marked "Active Recreation Reserve" on the plan prepared by Reeds Consulting titled "College Green Development Plan" (Ref 22333P, Version AC), dated 6 July 2016	0.893ha	Concurrent with Stage 8 as described on the Endorsed Plan. NOTE See also the requirement at clause 17.3 regarding GAIC certificate NOTE See also the requirement at clause 9.3 regarding environmental report	\$2,680,000	Credit	Credit available to Owner concurrent with the issue of Statement of Compliance for Stage 5. Final payment to Council to be calculated upon issue of Statement of Compliance for Stage 8 or the final stage, whichever comes last.

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⁷ The description of the *Project Land* should be clear and unambiguous.
⁸ Insert a title if the land is the whole of the land in the title. Otherwise insert a plan of subdivision reference number.
⁹ Insert area in square metres.
¹⁰ The *Agreed Land Value* is a defined phrase in this Agreement. Under this Agreement, once agreed, the *Agreed Land Value* does not change. In determining the Agreed Land Value, Council will have used the method described in the DCP.



Schedule 4

Open Space Land

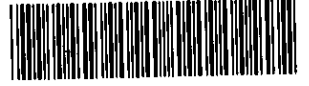
Open Space Land	Open Space Land Description ¹¹	Title of plan reference	Area of the Open Space Land	Milestone for transfer or vesting of the Open Space Land	Equalisation Payment for Open Space Land ¹²	Funding Source	Timing for Equalisation Payment
1	NP9 as depicted in the Open Space network Plan in the Clyde North Precinct Structure Plan and shown on the Endorsed Plans.	The part of the land shown marked "Passive Open Space & Conservation Reserve" on the plan prepared by Reeds Consulting titled "College Green Development Plan" (Ref 22333P, Version AC), dated 6 July 2016.	0.999 Ha	Prior to or concurrent with Stage 3 as described in the Endorsed Plans.		Owner	
Equalisation Payment	Public Open Space Equalisation Payment for provision under the 3.54% requirement in clause 52.01 of the Casey Planning Scheme				The equivalent of the value of 0.0892ha of the Subject Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the englobo value of the parent land parcel, being 490 Soldiers Road and being 40.348 in area and assuming that the parent parcel has services and infrastructure available to it, but not yet constructed.	Owner	Before the issue of a Statement of Compliance for that part of the Subject Land which cumulatively exceeds 28ha.

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¹¹ A clear description of the Open Space Land is required.

¹² This is a calculated amount determined by Council in consultation with Owner.



Schedule 5

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Name of Owner	Address of Owner	Certificate of Title Volume and Folio number
Frontlink Pty Ltd (ACN 074 034 496)	Unit 7, Level 1, 484 Graham Street, Port Melbourne, Victoria 3207 (formerly of 10 Dorothy Street, Doveton, Victoria 3177)	Certificate of Title Volume 10558 Folio 952

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Schedule 6

Land specified for the purposes of clause 17

Item No.	Project Reference	Description of the land which may be vested in Council without the land's Inherent GAIC Liability being discharged.	Lot and Plan of Survey reference number
1	Open Space Land project 1	NP9 as depicted in the Open Space network Plan in the Clyde North Precinct Structure Plan and shown on the Endorsed Plans.	The part of the land shown marked "Passive Open Space & Conservation Reserve" on the plan prepared by Reeds Consulting titled "College Green Development Plan" (Ref 22333P, Version AC), dated 6 July 2016.

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Signing Page

Signed, sealed and delivered as a Deed by the Parties.

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

)
)
)
)
)
)

Nicola Wavel

Witness

Mike Tyler

Chief Executive Officer

EXECUTED by **FRONTLINK PTY LTD** in accordance with section 127(1) of the *Corporations Act 2001* (Cwth) by being signed by the authorised person:

)
)
)
)
)

N. Mondous

Sole director and sole company secretary

NATALIE MONDOUS

Full name

UNIT 7 LEVEL 1 484 GRAHAM STREET
PORT MELBOURNE VICTORIA 3207

Usual Address

RATE & VALUATION NOTICE

1 JULY 2023 - 30 JUNE 2024



City of Casey
Bunjil Place, 2 Patrick Northeast Drive, Narre Warren
Tel: 03 9705 5200
NRS: 133 677 (for the deaf, hearing or speech impaired)
ABN: 43 320 295 742



032-3978 (7035)

R A Isaac & P Oommen
40 Skylark Boulevard
CLYDE NORTH VIC 3978

PROPERTY: 40 Skylark Boulevard CLYDE NORTH VIC 3978
Lot 230 PS 746160R

PRESCRIBED DATE OF VALUATION:
(Valuation as at) 1 JAN 2023

OPERATIVE DATE:
(Effective from) 1 JULY 2023

CAPITAL IMPROVED VALUE:
(Total Property Value) **\$700,000**

SITE VALUE:
(Land Value) **\$405,000**

NET ANNUAL
VALUE: **\$35,000**

RATES & CHARGES:

	CALCULATION:	AMOUNT:
Fire Service Levy Residential Fixed	125.00	\$125.00
Fire Service Levy Residential Variable	(.000046 x CIV)	\$32.20
Garbage With Garden Waste 120L	@ \$426.00	\$426.00
General Rate	@\$0.0021502098 x CIV	\$1,505.15

Current rates and fire services property levy must be paid 15 February 2024 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:
110 - Detached Dwelling

RATE CAPPING

Council has complied with the Victorian Government's rate cap 3.5%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district
- The application of any differential rate by Council
- The inclusion of other rates and charges not covered by the Victorian Government's rate cap.



To update your contact details, please notify us at
www.casey.vic.gov.au/update-your-contact-details



If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

ISSUE DATE: 31/07/2023

PROPERTY ID: 141202

ACCOUNT REF NO.: 01412026

i All outstanding arrears must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:

OPTION 1: PAY OVER 4 INSTALMENTS

To pay by instalments, you **MUST** pay the first instalment by the due date.

Instalment 1: **2 October 2023**
\$522.05 ✓

Instalment 2: **30 November 2023**
\$522.10

Instalment 3: **29 February 2024**
\$522.10

Instalment 4: **31 May 2024**
\$522.10

OPTION 2: PAY IN FULL **\$2,088.35**

Due by **15 February 2024**

OPTION 3: PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from **28 September 2023**.

A Payment Schedule will be sent separately. Turn over for further information.

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



Billers Code: 8995
Ref: 01412026

BPAY® this payment via Internet or phone banking.

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.: 01412026

INSTALMENT AMOUNT:

DUE BY 2/10/2023 **\$522.05**

TOTAL AMOUNT:

DUE BY 15/02/2024 **\$2,088.35**

DATE: / /

\$

RATEPAYER: R A Isaac & P Oommen
PROPERTY: 40 Skylark Boulevard CLYDE NORTH VIC 3978
PROPERTY ID: 141202



*71 179 1412026 04



TIS: 131450 (Translating and Interpreting Service) المترجم شفاهي 翻譯 轉寫 轉錄 轉錄

CASEY.VIC.GOV.AU



369013-001 006245 (24995) 0032
 REJI ABRAHAM ISAAC & PHEBA OOMMEN
 40 SKYLARK BVD
 CLYDE NORTH VIC 3978

Payments (Visa/MasterCard) & account balances:
 southeastwater.com.au or call 1300 659 658
 Account enquiries:
 southeastwater.com.au/enquiries or call 131 851
 Mon-Fri 8am to 6pm
 Faults and emergencies (24/7):
 live.southeastwater.com.au or call 132 812
 Interpreter service:
 For all languages 9209 0130
 TTY users 133 677 (ask for 131 851)

Account number: 29453215
 Date due: 07 September 2023

Last bill	Payments received	Balance
\$216.80	- \$216.80cr =	\$0.00

Current charges	Total due
+ \$425.15	\$425.15

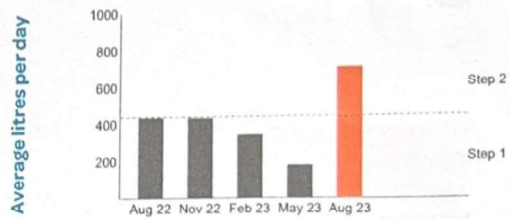
Your account breakdown

Issue date	21 August 2023
Property	40 Skylark Boulevard CLYDE NORTH VIC 3978
Property reference	53S//00182/00038
Last bill	\$216.80
Payment received	\$216.80cr
Balance brought forward	\$0.00
Charges (no GST)	\$374.40
Water authorities' charges (no GST)	\$50.75
Total due	\$425.15

Your snapshot

Average daily water use	703 litres
Average daily cost	\$4.10

Your water use



Important note:

You'll notice a slight change in the water usage prices on your bill. From 1 July, we're combining water and sewage charges to make it simpler. Visit southeastwater.com.au/pricing2023

Your bill includes the parks charge which will now be split into 4 quarterly instalments.

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	703	352	234	176	141
Meeting target?	X	X	X	X	✓

Recycled water not included in calculation

Payment options



Direct debit
 Set up payments at southeastwater.com.au/paymybill



EFT (Electronic Funds Transfer)
 BSB: 033-874 Account number: 29453215
 Account name: South East Water Corporation



BPAY* (Up to \$20,000)
 Biller code: 24208 Ref: 1002 9453 2100 009



Postbillpay
 BillpayCode: 0361 Ref: 1002 9453 2100 009
 Call 131 816 Visit: postbillpay.com.au
 Or visit an Australia Post store.



Credit card
 Pay by Visa or MasterCard at
southeastwater.com.au/paymybill
 or call 1300 659 658.

Do you get a Centrelink payment?
 Deduct from your Centrelink payment using Centrepay.
 Go to servicesaustralia.gov.au/centrepay
 CRN: 555 050 397J

Property ref: 53S//00182/00038
 40 SKYLARK BOULEVARD
 CLYDE NORTH VIC 3978



*361 100294532100009

PN53S

Total due:	\$425.15
Account number:	29453215
Date paid:	
Receipt number:	

+0000029453215> +009124+ <000000000> <0000042515> +444+

From www.planning.vic.gov.au at 06 September 2023 01:15 PM

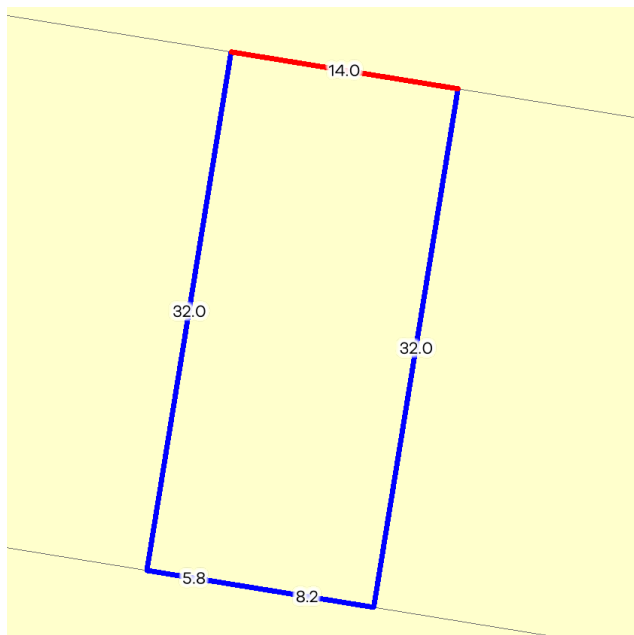
PROPERTY DETAILS

Address: **40 SKYLARK BOULEVARD CLYDE NORTH 3978**
Lot and Plan Number: **Lot 230 PS746160**
Standard Parcel Identifier (SPI): **230\PS746160**
Local Government Area (Council): **CASEY**
Council Property Number: **141202**
Directory Reference: **Melway 131 J9**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 448 sq. m

Perimeter: 92 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

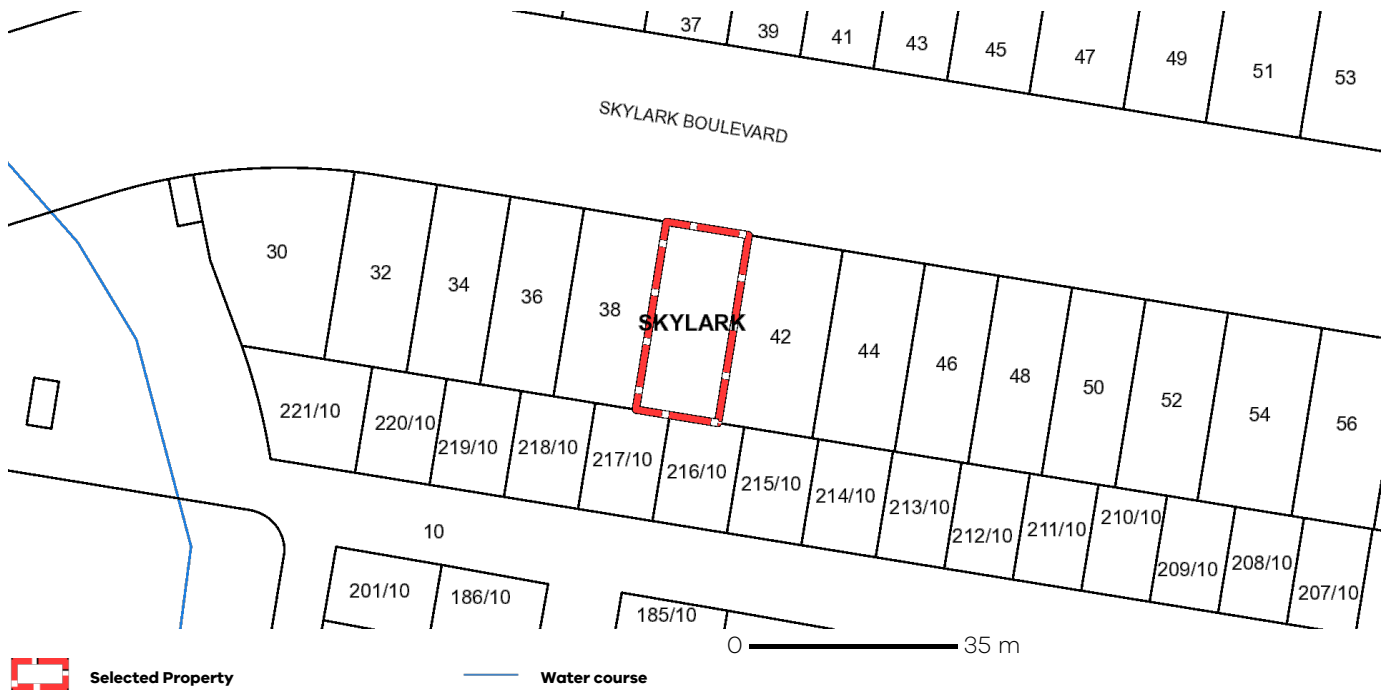
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



From www.planning.vic.gov.au at 06 September 2023 01:16 PM

PROPERTY DETAILS

Address: **40 SKYLARK BOULEVARD CLYDE NORTH 3978**
 Lot and Plan Number: **Lot 230 PS746160**
 Standard Parcel Identifier (SPI): **230\PS746160**
 Local Government Area (Council): **CASEY**
 Council Property Number: **141202**
 Planning Scheme: **Casey**
 Directory Reference: **Melway 131 J9**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Note

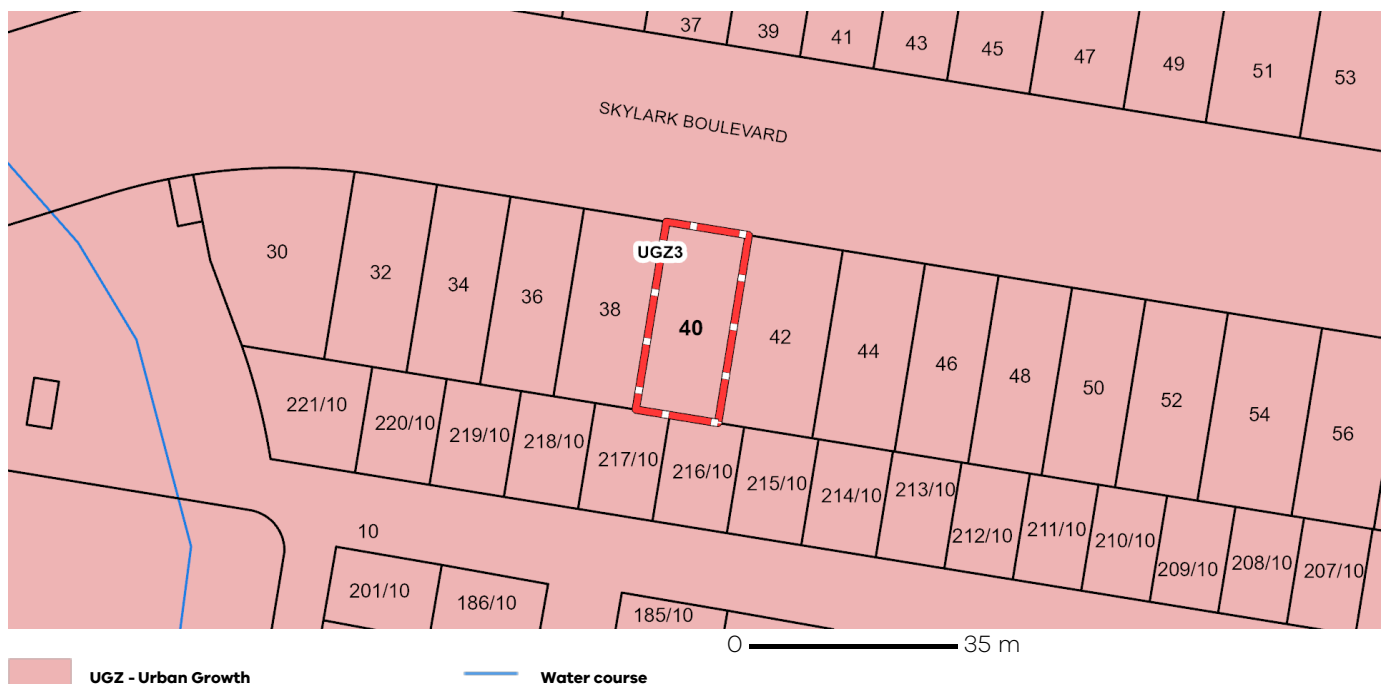
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 3 \(UGZ3\)](#)



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

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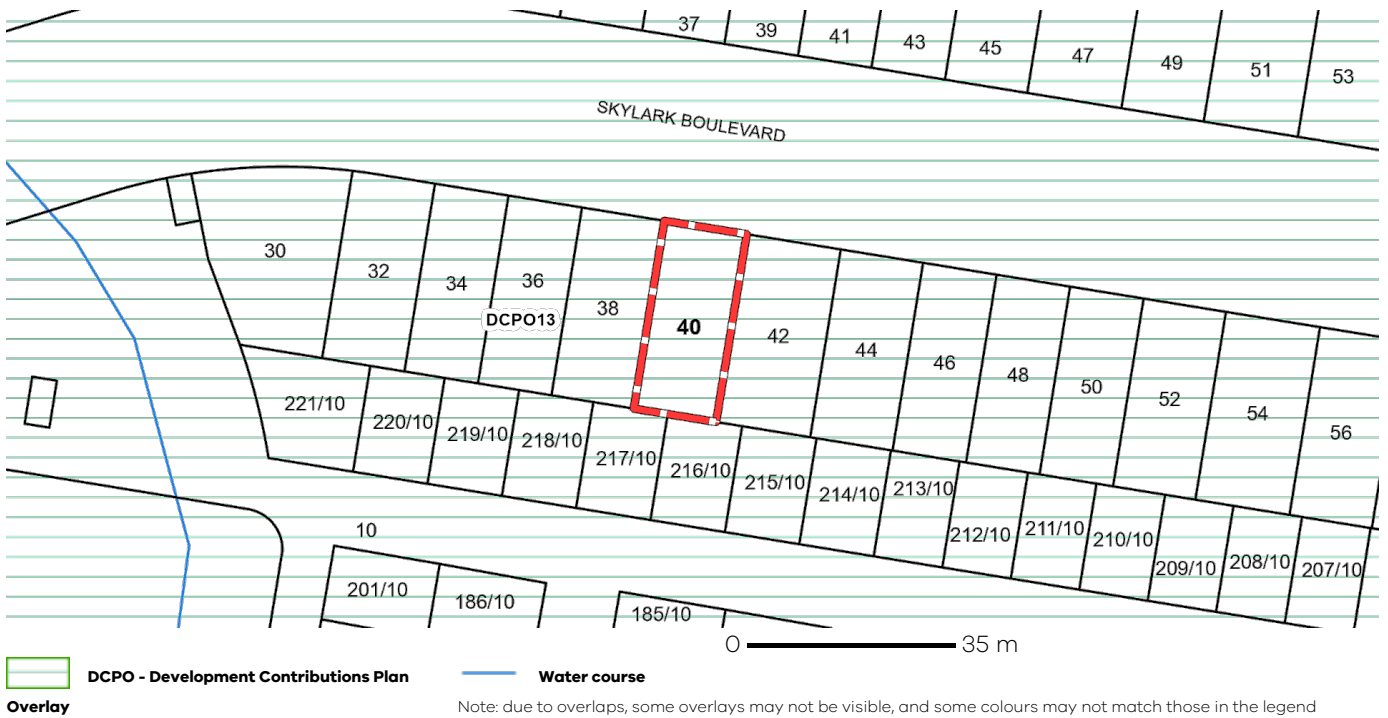
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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

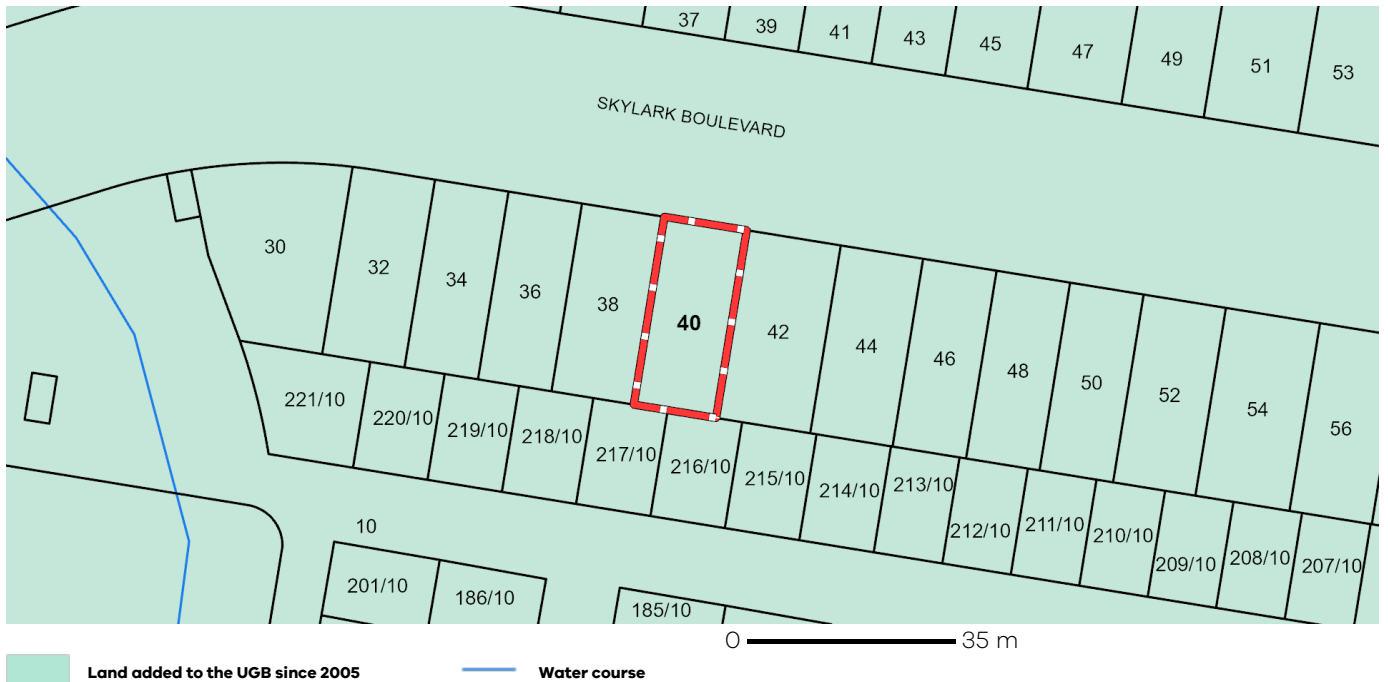
Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)
[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 \(DCPO13\)](#)



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](#)

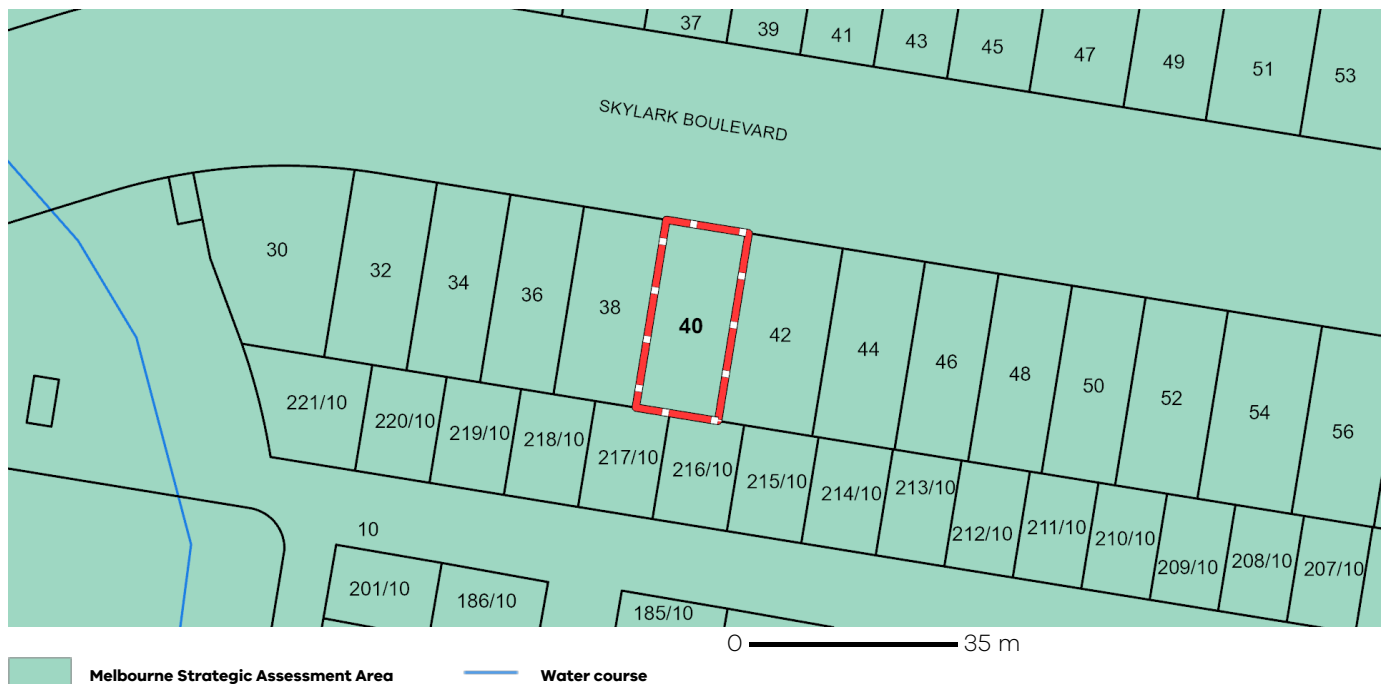


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 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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).

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>



Further Planning Information

Planning scheme data last updated on 1 September 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>

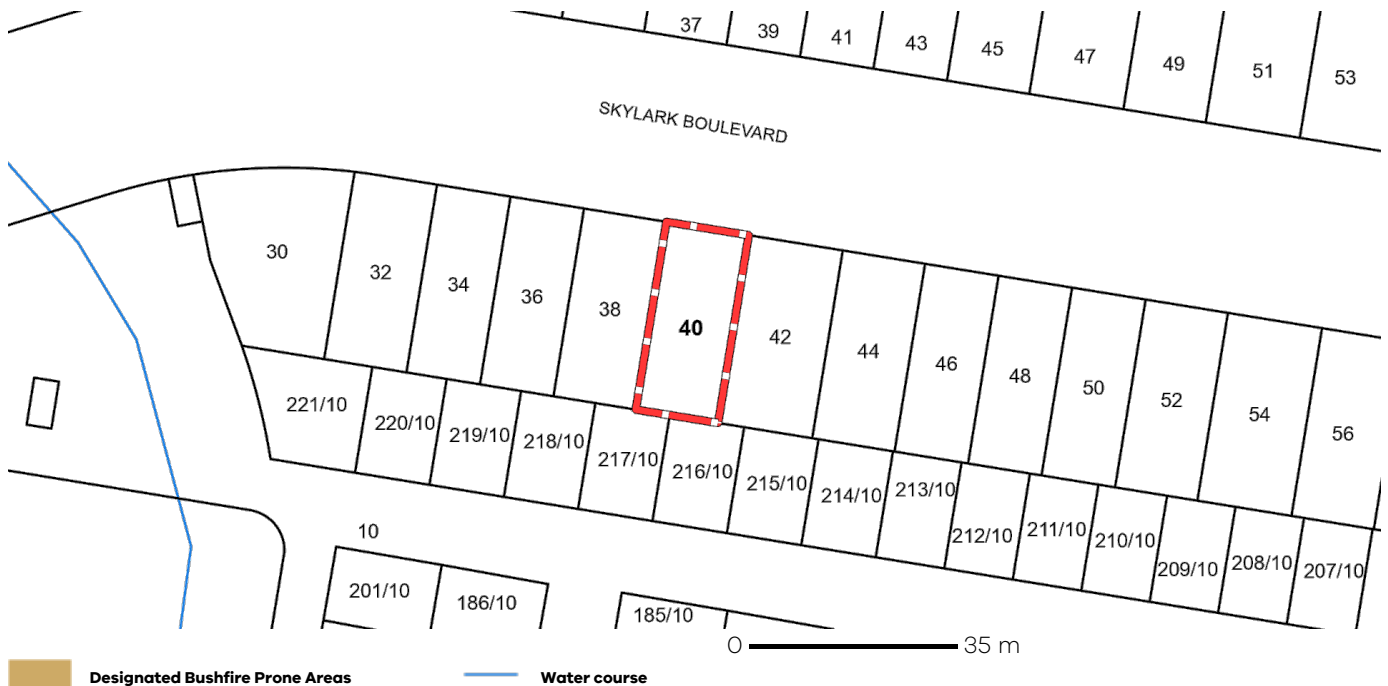
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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>.

BUILDING PERMIT No: 2748420170241/0
BUILDING ACT 1993, BUILDING REGULATIONS 2006
REGULATION 313

FORM
2



GROUP FOUR BUILDING SURVEYORS

1st Floor, 12 Hardner Road
Mount Waverley VIC 3149 P: (03) 9544 0544 E: reception@groupfour.com.au
ABN 96 158 953 425 F: (03) 9544 0244 www.groupfour.com.au

ISSUED TO

NAME : Burbank Australia Pty Ltd

POSTAL ADDRESS : 36 Aberdeen Road Altona 3018 VIC,

CONTACT PERSON : jodiee@burbank.com.au

ADDRESS FOR SERVING DOCUMENTS : 36 Aberdeen Road Altona 3018 VIC,

TEL: (03) 9328-0333

EMAIL : jodiee@burbank.com.au

OWNERSHIP

NAME : Mr Reji Abraham Isaac & Mrs Pheba Oommen

POSTAL ADDRESS : 183 Golf Links Road, Berwick 3806 VIC

CONTACT PERSON : Mr Reji Abraham Isaac & Mrs Pheba Oommen

TEL: 0481186132

EMAIL : isaac_reji@yahoo.com

PROPERTY DETAILS

NUMBER : STREET : Skylark Boulevard SUBURB : Clyde North
LOT : 230 LP/PS : PS 746160R VOLUME : 11860 FOLIO : 253
CROWN ALLOTMENT : SECTION : PARISH : COUNTY :
MUNICIPAL DISTRICT : City of Casey
PROPOSED WORKS : Single Storey Dwelling and Garage

BUILDER

NAME : Burbank Australia Pty Ltd

POSTAL ADDRESS : 36 Aberdeen Road Altona 3018 VIC,

EMAIL :

TEL: (03) 9328-0333

BUILDING PRACTITIONERS AND/OR ARCHITECTS

(a) to be engaged in the building work (with a continual involvement in the building work)

Jarrod Sanfilippo - DB-U 45297

(b) who were engaged to prepare documents forming part of the application for this permit (with no further involvement in the building work)

Steve Buratto - EC-1478

DOMESTIC BUILDING WORK INSURANCE

INSURANCE PROVIDER : QBE residential builders warranty insurance

INSURANCE NUMBER : 420068975BWI - 360

INSURANCE ISSUED ON : 29-Mar-2017

NATURE OF BUILDING WORK

NATURE OF BUILDING WORKS: New Building

STAGE OF BUILDING WORK PERMITTED:

TOTAL FLOOR AREA: 250

COST OF BUILDING WORK: \$236,153

RISE IN STORIES: 1

BUILDING CLASSIFICATION

Part of Building : Single Storey Dwelling and Garage BCA Class - 1ai, 10a

INSPECTION REQUIREMENTS (Book inspections online - inspection.groupfour.com.au)

Piers
Pre Slab
Steel
Frame
Final

This Permit expires on 27 April 2019

OCCUPANCY PERMIT

Form 6 BUILDING ACT 1993, INTERIM BUILDING REGULATIONS 2017 REGULATION 1005

Permit No: 2748420170241/0



Property Details

Lot 230 Skylark Boulevard, Clyde North

Title Details: LP/PS: PS 746160R, Vol:11860, Folio: 253

City/Shire: City of Casey

Project Description

Construction of Single Storey Dwelling and Garage (1ai, 10a)

Building Details

Part of Building	Permitted Use	BCA Class	Max permissible floor loading
Single Storey Dwelling and Garage	Residential	1ai, 10a	1.5

CONDITIONS

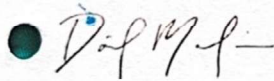
All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.

All landscaping to ensure a vapour barrier is installed and maintained to the edge beam of the slab. Such vapour barrier is to extend above the height of soil.

All landscaping works to maintain a minimum distance from below weep holes of 150mm to ungraded soil; or 75mm to paving or graded soil; or 50mm to paving with a roof cover.

External steps & landings to be maintained to comply with BCA 3.9.

SIGNED



Building Surveyor : David Madeira (BS-U 27484)

Registration No : (BS-U 27484)

Date of OP Inspection : 26-October-2017

Date of issue : 30-October-2017

Group Four Building Surveyors
ABN 96 158 953 425
www.groupfour.com.au

1st Floor, 12 Hardner Road MOUNT WAVERLEY VIC 3149
TEL (03) 9544-0544
FAX (03) 9544-0244
EMAIL enquiries@groupfour.com.au

30 Year Structural Guarantee

Job Number: 12069
Job Address: Lot 230 Skylark Boulevard Clyde North Vic 3978
Customer Name: Mr Reji Abraham Isaac & Mrs Pheba Oommen

So confident is Burbank in our delivery of design innovation, service and craftsmanship to the highest possible standards, we provide a structural guarantee on your home for 30 years.



Terms and Conditions

* Applicable to deposits made from 1 February 2011

- Burbank provides the original owner of the works with a 30 year structural guarantee from the date of certificate of occupancy. This structural guarantee is not transferable and not provided to any subsequent purchaser

Any Structural defect caused by one or more of the following events are not included in the structural guarantee:

- Environmental causes such as storms, fire, flooding and earthquakes
- Tree and Plant growth, leaking plumbing & poor drainage
- Fair wear and tear
- Misuse or neglect by the owner
- The owner's failure to maintain the works
- Movement due to shrinking evidenced by minor cracking
- The owner's failure to maintain termite protection
- The owner's failure to comply with the CSIRO "Foundation Maintenance & Footing Performance" (which the Owner acknowledges receiving at time of this guarantee)
- Any structural modification/s made to the existing home after handover including any additions, alterations or renovations will void the 30 year structural guarantee

Structural failure is defined in the Building Code of Australia and relevant Australian Standards, including AS 1684, 2870 & 4773 and is damage that is considered category 3 or above.

call 13 BURBANK (13 2872) visit burbank.com.au

Burbank 
there's no place like home

ACN 007 099 872 | ABN 91 007 099 872



63 424

Domestic Building Insurance Certificate of Insurance

Policy Number 420068975BWI-360

QBE Insurance (Australia) Ltd
628 BOURKE STREET
MELBOURNE VIC 3000
Phone: (03) 9246 2666
Fax: (03) 9246 2611
ABN: 78 003 191 035
AFS License No: 239545



The information on this Certificate does not match what's on your domestic building contract, please contact QBE IMMEDIATELY on 1300 790 723

Below are some examples of what to look for:

CERTIFICATE OF INSURANCE		YOUR DOMESTIC BUILDING CONTRACT
<p>Owner: [Redacted]</p> <p>Carried out by the builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p>MATCH</p> <p>Both name of builder and ACN or ABN match</p> <p>✓</p>	<p>Owner: [Redacted]</p> <p>Builder: → ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>
<p>Owner: [Redacted]</p> <p>Carried out by the builder: → JOHN CITIZEN ABN: 12 345 678 910</p>	<p>NO MATCH</p> <p>Call QBE, name of builder does not match</p> <p>✗</p>	<p>Owner: [Redacted]</p> <p>Builder: → CITIZEN CONSTRUCTIONS PTY LTD ACN: 12 345 678</p>
<p>Owner: [Redacted]</p> <p>Carried out by the builder: ACME CONSTRUCTIONS PTY LTD → ACN: 12 345 678</p>	<p>NO MATCH</p> <p>Call QBE, ABN or ACN does not match</p> <p>✗</p>	<p>Owner: [Redacted]</p> <p>Builder: ACME CONSTRUCTIONS PTY LTD → ACN: 87 956 123</p>