

Contract of Sale of Land

Property:

1 Buster Street, Sunbury VIC 3429

Arora Conveyancing

Tel: 04 1297 2180
PO Box 7041, Point Cook VIC 3030
Ref: TA:AC84

Contract of Sale of Land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) 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

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 Land

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 (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

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/...../2024

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)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Kushalkumar Naginbhai Patel and MINAL KUSHALKUMAR PATEL

State nature of authority, if applicable:

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

Particulars of Sale

Vendor's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Vendor

Name: Kushalkumar Naginbhai Patel and MINAL KUSHALKUMAR PATEL
Address: _____
ABN/ACN: _____
Email: _____

Vendor's legal practitioner or conveyancer

Name: Arora Conveyancing
Address: PO Box 7041, Point Cook VIC 3030
Email: info@aroraconveyancing.com.au
Tel: 04 1297 2180 Mob: _____ Fax: _____ Ref: AC84

Purchaser's estate agent

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Purchaser

Name: _____
Address: _____
ABN/ACN: _____
Email: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Tel: _____ Mob: _____ Fax: _____ Ref: _____

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12365 Folio 923	575	PS 837661L

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: 1 Buster Street, Sunbury VIC 3429

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

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; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender: _____

Loan amount: no more than _____

Approval date: _____

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

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 the last page; and*
- *attach additional pages if there is not enough space.*

Special Conditions

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Special Condition 1 – Acceptance of Title

- 1.1 If the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have provided the deposit release authorization mentioned in section 27(1), the purchaser is also deemed to have accepted the title, unless there was a prior explicit objection to the title.

Special Condition 2 – Adjustments

- 2.1 The purchaser must supply copies of all certificates and other documentation used to calculate the adjustments if requested by the vendor.
- 2.2 Land tax is not considered an adjustable item.

Special Condition 3 – Notices

- 3.1 The vendor is responsible for any notice, order, demand, or levy related to the property that is issued or made before the day of sale, excluding periodic outgoings.
- 3.2 The purchaser is responsible for any notice, order, demand, or levy related to the property that is issued or made on or after the day of sale, excluding periodic outgoings.
- 3.3 The purchaser may enter the property to fulfill this responsibility if action is required prior to settlement.

Special condition 4 – Electronic conveyancing

- 4.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. The parties may subsequently agree in writing that this special condition 4 applies even if the box next to it is not checked. This special condition 4 has priority over any other provision to the extent of any inconsistency.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 4 ceases to apply from when such a notice is given.
- 4.3 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.
- 4.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 4.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

- 4.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 4.7 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 4.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 4.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 4.9 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 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the Electronic Network Operator of settlement.
- 4.10 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.

Special Condition 5 – Building Report

- 5.1 The purchaser may terminate this contract within 14 days from the day of sale if they:
- (a) obtain a written report from a registered building practitioner identifying a current defect in a structure on the property and classifying it as a major building defect;
 - (b) provide the vendor with a copy of the report along with a written notice terminating this contract; and
 - (c) are not in default at that time.
- 5.2 If the contract is terminated in accordance with this special condition, all money paid must be refunded to the purchaser immediately.
- 5.3 A notice under this special condition may be served to the vendor’s legal practitioner, conveyancer, or estate agent, even if the estate agent’s authority has formally expired at the time of service.
- 5.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special Condition 6 – Pest Report

- 6.1 The purchaser may terminate this contract within 14 days from the day of sale if they:
- (a) obtain a written report from a pest control operator licensed under Victorian law, identifying a current pest infestation on the property and classifying it as a major infestation;
 - (b) provide the vendor with a copy of the report along with a written notice terminating this contract; and
 - (c) are not in default at that time.

- 6.2 If the contract is terminated in accordance with this special condition, all money paid must be refunded to the purchaser immediately.
- 6.3 A notice under this special condition may be served to the vendor's legal practitioner, conveyancer, or estate agent, even if the estate agent's authority has formally expired at the time of service.
- 6.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special Condition 7 – Restrictions

- 7.1 The purchaser acquires the property subject to the following restrictions ("Restrictions"):
 - (a) Any misdescription of the land or inaccuracies in the area or measurements.
 - (b) Any laws affecting the land and any non-compliance with those laws.
 - (c) Any rights or claims by municipal or statutory authorities.
 - (d) Any improvements that are not built within the property boundaries.
 - (e) Any improvements that encroach onto the land; or
 - (f) The condition of the property.
- 7.2 The purchaser may not make any requisition or objection, claim compensation, or refuse or delay payment of the price in relation to any Restriction.
- 7.3 The purchaser may not require the vendor to:
 - (a) amend the title or bear the cost of such amendments; or
 - (b) address any Restriction or bear the cost of resolving any Restriction.

Special Condition 8 – Default

- 8.1 Without limiting the vendor's rights or the purchaser's other obligations, if the vendor serves a notice of default on the purchaser under this contract, the purchaser must remedy the default by paying:
 - (a) expenses incurred by the vendor as a result of the default, including:
 - (b) all legal costs and disbursements (calculated on a solicitor-and-client basis) related to preparing and serving the notice of default and providing advice.
 - (c) all additional costs incurred by the vendor, including interest, discounts on bills, and borrowing expenses that exceed the interest paid to the vendor under General Condition 26; and
 - (d) interest as specified under General Condition 26.
- 8.2 The interest rate under General Condition 26 is amended to 4% per annum, instead of 2% per annum plus the rate set by section 2 of the Penalty Interest Rates Act 1983.

Special Condition 9 – Nomination

- 9.1 A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.

Special Condition 10 – Delayed Settlement

- 10.1 Without limiting any other rights of the vendor, if the purchaser fails to settle on the due date specified in the Particulars of this Contract (the Due Date) or requests an extension of the Due Date, the purchaser must pay the vendor's solicitor or conveyancer an amount of \$400 plus GST, which represents the vendor's additional legal costs and disbursements. The purchaser also agrees to pay \$110 for each subsequent change to the settlement date.

Special Condition 11 – Re-Sale Deed

- 11.1 For the sale of this land to be effective, both the vendor(s) and purchaser(s) may be required to enter into a Re-Sale Deed prior to the settlement date. If required, the vendor will obtain the Re-Sale Deed from the developer's (head vendor) lawyers. The purchaser(s) acknowledge and agree to:
- (a) Allow any costs incurred by the vendor for obtaining the Re-Sale Deed from the developer's (head vendor) lawyers to be adjusted at settlement.
 - (b) Execute three (3) copies of the Re-Sale Deed and deliver them to the vendor's conveyancer at least seven (7) days before the settlement date.

Special Condition 12 – Early Possession by Purchaser(s)

- 12.1 If the purchaser wishes to take early possession of the property, they must obtain the vendor's consent and execute a separate License Agreement between the parties to facilitate this arrangement.
- 12.2 This License Agreement, as referenced above, is a separate legal document and is not part of this contract.
- 12.3 The cost for preparing the License Agreement, which amounts to \$330, shall be the responsibility of the purchaser and is payable to the vendor's representative.

Special Condition 13 – Variations

- 13.1 The purchaser acknowledges that after both parties have signed this contract, any request for a variation or extension of time—such as changing the settlement date, extending finance loan approval, or extending the time for the purchaser to meet any conditions outlined in this contract—may lead to the vendor incurring additional legal fees. These fees, amounting to \$110 for each separate request for variation or extension, will be the responsibility of the purchaser and will be adjusted at settlement.

Special Condition 14 – Building Work

- 14.1 The purchaser may not raise any objections, requisitions, or claims for compensation regarding any non-compliance of improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules, or by-laws of the Building Code of Australia, nor concerning the state and condition of the improvements.
- 14.2 The vendor makes no representations that the improvements on the land or any alterations or additions comply with the Victorian Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant authority. The purchaser shall not make any requisition or claim compensation for non-compliance with these regulations or requirements, nor shall the purchaser require the vendor to bear any costs associated with compliance.
- 14.3 The purchaser acknowledges that if the vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must ensure compliance at their own cost and expense.

Special Condition 15 – Owners Corporate Certificate

15.1 If the contract stipulates that an Owners Corporate Certificate is to be provided, the purchaser acknowledges this and agrees not to rescind, object, requisition, make a claim, or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and their representative as soon as it is issued.

Special Condition 16 – Errors in Adjustments of Outgoings

16.1 If any apportionment of outgoings required under this contract is overlooked or incorrectly calculated at completion, the vendor and purchaser agree that upon request by the other party, the correct calculation will be made and paid immediately to the appropriate party. This clause shall not merge upon completion.

Special Condition 17 – Finance Approval

17.1 If the purchaser seeks to terminate the contract on the grounds of being unable to obtain finance approval by the approval date, they must simultaneously provide the vendor with written proof from the potential lender confirming that the purchaser applied for finance as outlined in the Particulars of Sale and was denied approval. Failure to provide this documentation will be taken as an assumption that the purchaser has obtained finance approval. A letter from a mortgage broker or mobile lender will not be considered sufficient in this regard.

Special Condition 19 – Auction

19.1 The property is offered for sale by public auction, subject to the vendor's reserve price. The rules of conduct for the auction will be outlined in Schedule 1 of the Sale of Land (Public Auctions) Regulations 2014, or any rules prescribed by regulation that modify or replace those rules.

Special Condition 20 – Swimming Pool and/or Spa

20.1 If there is a swimming pool and/or spa located on the property, the vendor discloses that the pool and/or spa, including the barrier and fencing, may not comply with current regulations and legislation. The vendor will not be responsible for ensuring compliance of the pool/spa or the installation of the barrier (if applicable) and will not be required to provide a compliance certificate prior to settlement. The purchaser accepts the pool/spa in its current condition and state of repair.

Special Condition 21 – Purchaser Acknowledgments

21.1 The purchaser acknowledges and agrees that they are purchasing the property based on their own inquiries and inspections:

- a) In its current condition and state of repair.
- b) Subject to all latent and patent defects.
- c) Subject to any infestations and deterioration.
- d) Subject to all existing water, sewerage, drainage, and plumbing services and connections related to the property; and
- e) Subject to any non-compliance with the Local Government Act or any ordinance under that Act regarding any buildings, structures, improvements, extensions, or fencing on the land.

21.2 The purchaser agrees not to seek to terminate, rescind, or make any objections, requisitions, or claims for compensation arising from any of the matters addressed in this special condition.

General Conditions

Part 2 being Form 2 prescribed by the former *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 former 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 a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 that 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 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 that 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 Property 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 vendor's 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 general 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 10.00a.m. and 4.00p.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, 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) by 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 section 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 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

- 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 adjustments 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 or on 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 a 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 the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

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.

Vendor Statement

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

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

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

Land	1 BUSTER STREET, SUNBURY VIC 3429
-------------	-----------------------------------

Vendor's name	Kushalkumar Naginbhai Patel	Date	/ /
Vendor's signature	_____		
Vendor's name	MINAL KUSHALKUMAR PATEL	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,000.00

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

3.4 Planning Scheme

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

NIL

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

NIL

5. BUILDING PERMITS

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

Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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 the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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.

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

VOLUME 12365 FOLIO 923

Security no : 124120626314U
Produced 13/12/2024 09:17 AM

LAND DESCRIPTION

Lot 575 on Plan of Subdivision 837661L.
PARENT TITLE Volume 12365 Folio 383
Created by instrument PS837661L 29/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KUSHALKUMAR NAGINBHAI PATEL
MINAL KUSHALKUMAR PATEL both of 6 MERRIWEATHER STREET TRUGANINA VIC 3029
AX670932L 24/01/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX670933J 24/01/2024
NATIONAL AUSTRALIA BANK LTD

COVENANT PS837661L 29/03/2022

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU736298V 26/08/2021

DIAGRAM LOCATION

SEE PS837661L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 1 BUSTER STREET SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 24/01/2024

DOCUMENT END

Security No : 124120626313V
Produced 13/12/2024 09:17 AM

Volume 12365 Folio 923

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

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Effective from 24/01/2024

STATEMENT END



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Document Assembled	13/12/2024 09:17

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

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

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

2640S05 VER F.DWG SB/BC

ORIGINAL SHEET
SIZE: A3

SHEET 2



SMC

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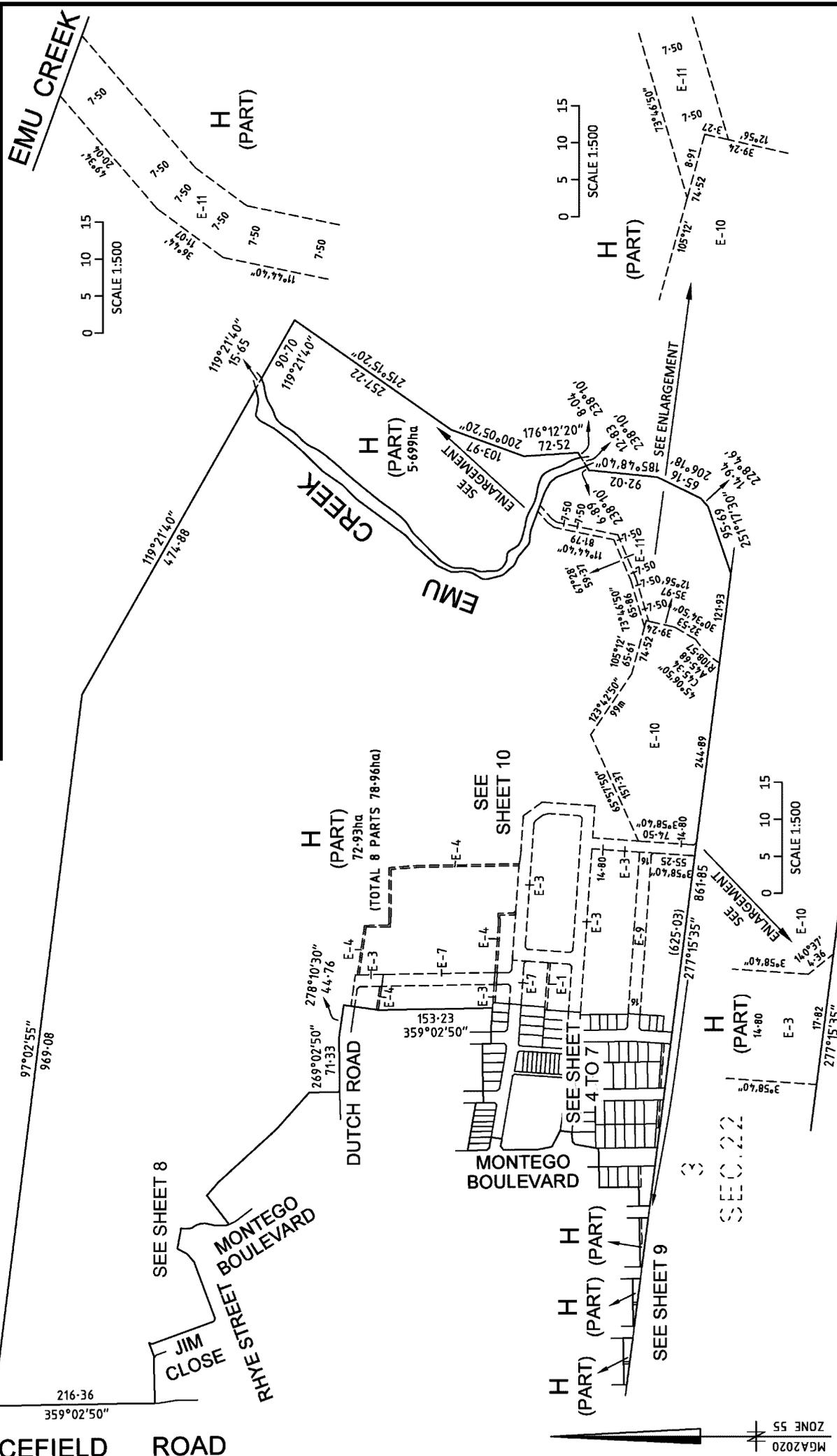
REF 2640s05

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27/01/2022, SPEAR Ref: S164020S

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SPEAR Ref: S164020S

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

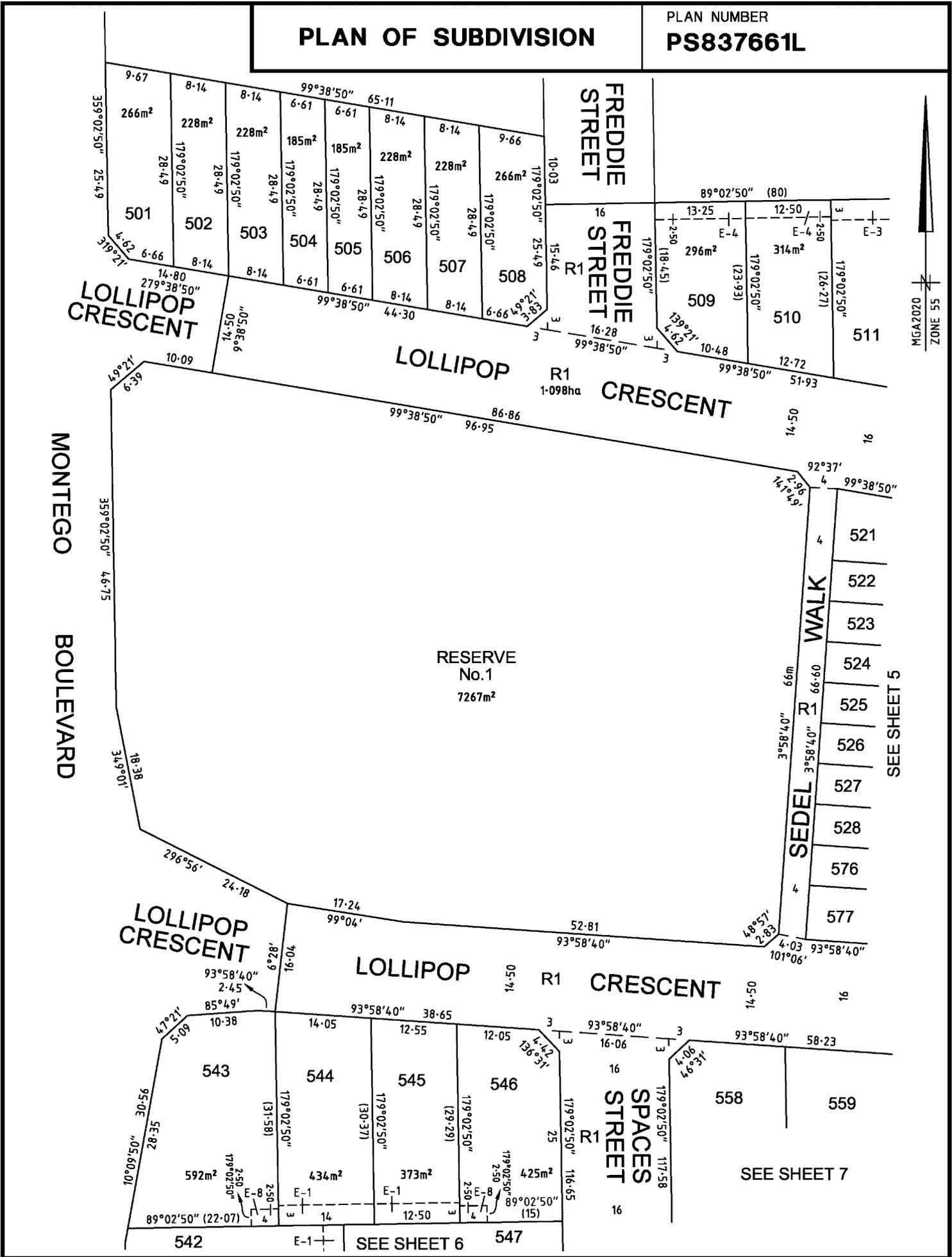


LANCEFIELD ROAD

2640S05 VER F.DWG SB/BC  Member of the Surbana Jurong Group REF 264.0s05	SCALE 1:5000	LENGTHS ARE IN METRES 0 50 100 150 200	ORIGINAL SHEET SIZE A3	SHEET 3
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PLAN NUMBER
PS837661L



2640S06 VER F.DWG SB/BC

SMEC

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REF 2640s05

SCALE 1:500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

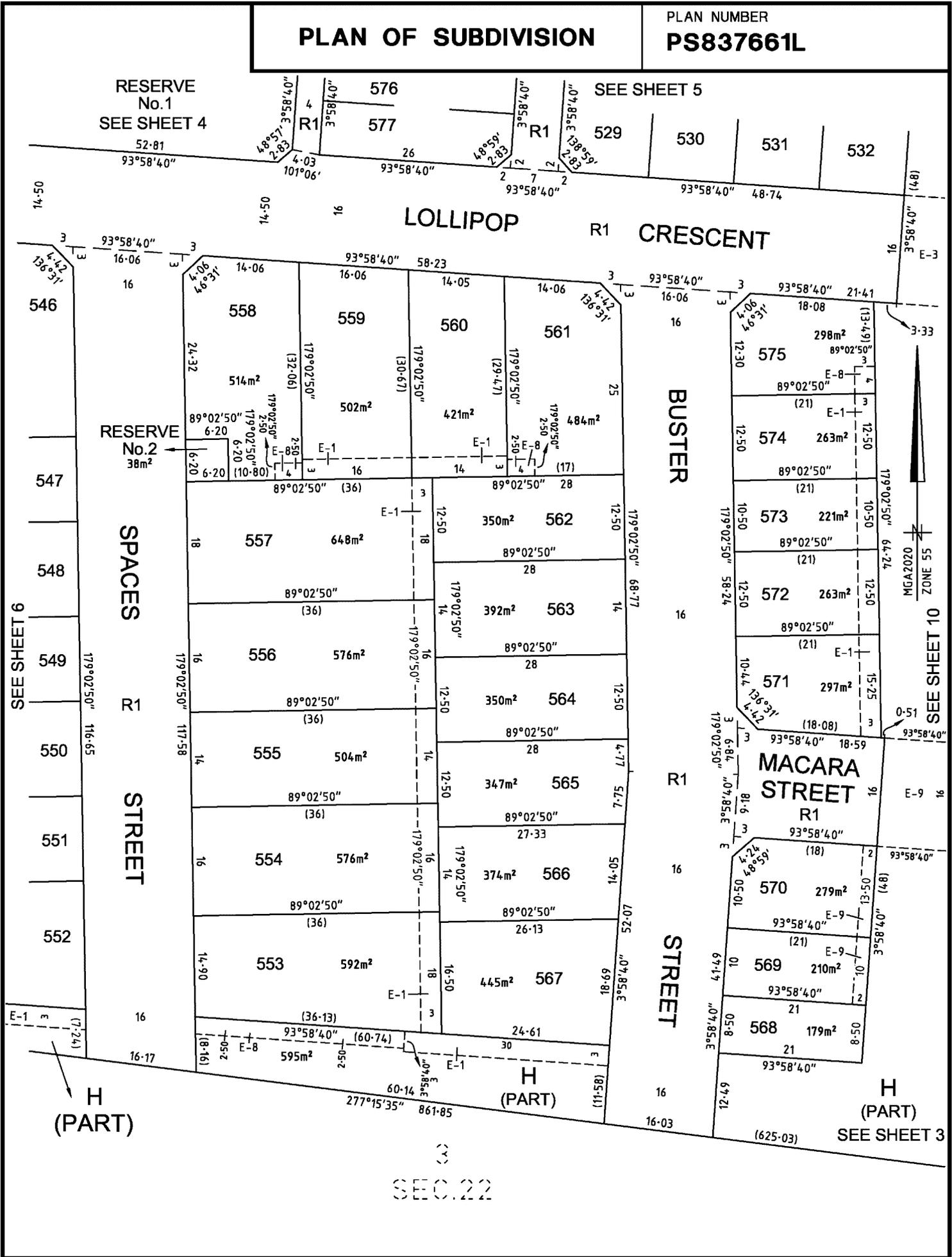
SHEET 4

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PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



SEC. 22

2640S06 VER F.DWG SB/BC

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REF 2640s05

SCALE
1:500

LENGTHS ARE IN METRES

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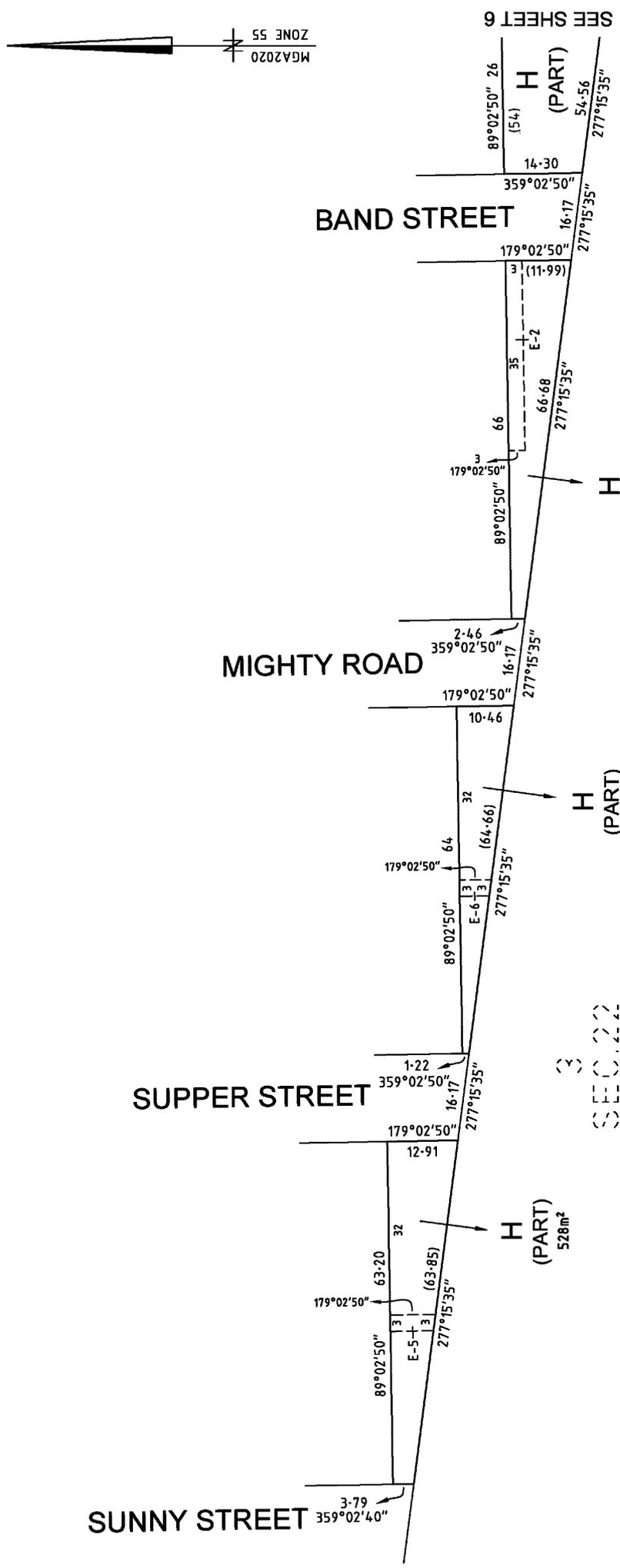
ORIGINAL SHEET
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SHEET 7

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PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

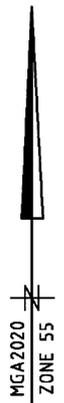
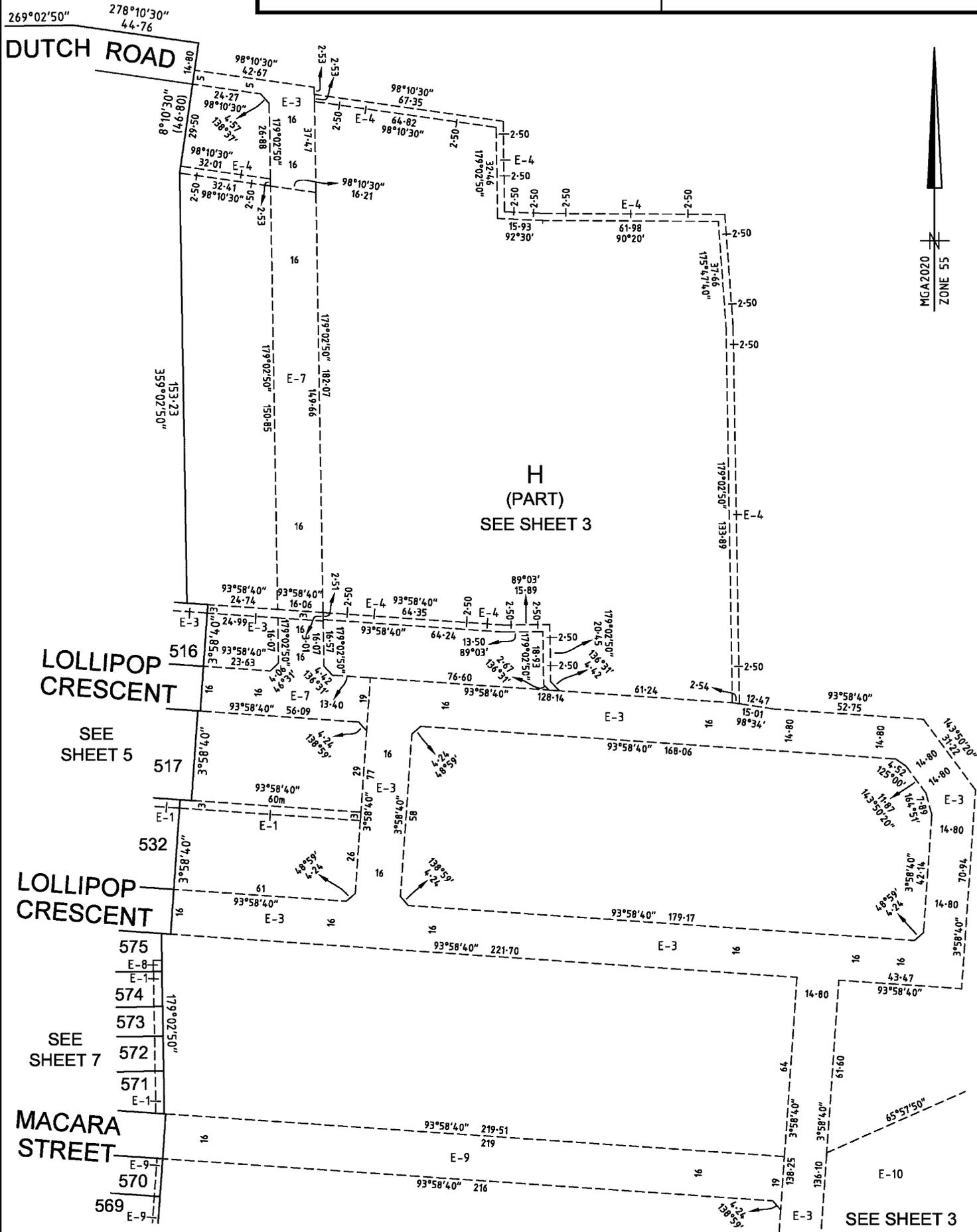


2640S05 VER F.DWG SB/BC		SCALE 1:750	7-5 0 7-5 15 22-5 30 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 9
SMEC		Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (F), 27/01/2022, SPEAR Ref: S164020S			
Member of the Surbana Jurong Group		REF 264.0s05			
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SEE SHEET 8

PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L



H
(PART)
SEE SHEET 3

SEE SHEET 3

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SHEET 10



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15/03/2022,
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PLAN OF SUBDIVISION

PLAN NUMBER
PS837661L

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

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

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

Description of Restriction

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

CREATION OF RESTRICTION B

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

Description of Restriction

Table of burdened and land benefited

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

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

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

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

CREATION OF RESTRICTION C

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

Description of Restriction

Table of burdened and land benefited

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

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

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

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

2640S06 VER F.DWG SB/BC



SMEC

Member of the Surbana Jurong Group

REF 2640s05

ORIGINAL SHEET
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SHEET 11

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15/03/2022,
SPEAR Ref: S164020S



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

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

Lodger Details

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

APPLICATION TO RECORD AN INSTRUMENT

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12324/894

Instrument and/or legislation

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

Applicant(s)

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

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

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

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AU736298V
Number of Pages (excluding this cover sheet)	26
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**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

HUME CITY COUNCIL
Council

- and -

LANCEFIELD ROAD LAND PARTNERS PTY LTD ACN 627 714 854
Owner

in relation to land at:
170 LANCEFIELD ROAD, SUNBURY 3429

5AMC:22100309

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

AU736298V

PARTIES:

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

RECITALS:

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

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

AUT736238

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

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

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

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

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

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

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

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

as applicable at the relevant time.

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

2. INTERPRETATION

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

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

3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component:

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

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

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

3.2. Time for payment of the Monetary Component

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

3.3. Entitlement to a WIK Transport Credit

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

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

4. LAND PROJECTS

4.1. Provision of Inner Public Purpose Land

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

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

4.2. Condition of the land

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

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

unless otherwise agreed to in writing by Council.

4.3. Survival of liability clause

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

4.4. No further compensation payable

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

4.5. Payment of any Land Equalisation Amount

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

5. ICP CONSTRUCTION PROJECTS

5.1. Construction

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

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

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

5.2. Delivery

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

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

5.3. Designs and approval

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

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

5.4. Maintenance of ICP Construction Projects

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

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

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

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

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

5.5. Issue of a Certificate of Practical Completion

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

5.6. Application of the Civil Maintenance Bond

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

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

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

5.7. Return of Civil Maintenance Bond

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

6. WIK TRANSPORT CREDIT

6.1. Issue of a Credit

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

6.2. Application of the WIK Transport Credit

Council agrees that:

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

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

6.3. Exhaustion of the WIK Transport Credit

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

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

7. FURTHER OBLIGATIONS

7.1. Levy Reconciliation

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

7.2. Further Actions to Implement Ultimate Contributions Plan

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

8. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

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

9. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

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

10. GST

The Parties agree that:

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

11. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

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

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

12. FURTHER ASSURANCE

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

13. AMENDMENT

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

14. NO WAIVER

The Parties agree that:

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

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

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

15. NO FETTERING OF POWERS OF COUNCIL

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

16. INTEREST ON OVERDUE MONEYS

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

17. NOTICES

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

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

17.2. when delivered by hand;

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

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

18. COSTS ON DEFAULT

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

19. INVALIDITY OF ANY CLAUSE

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

20. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

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

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

21. JOINT OBLIGATIONS

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

22. ENTIRE AGREEMENT

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

23. COUNTERPARTS

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

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

24. COMMENCEMENT AND ENDING OF AGREEMENT

24.1. This Agreement will commence:

24.1.1. on the date that it bears; or

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

24.2. This Agreement will end:

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

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

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

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

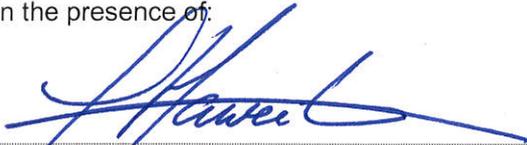
EXECUTED BY THE PARTIES

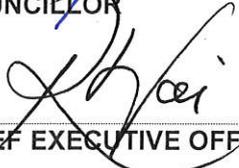
Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the 15 July 2021

in the presence of:


COUNCILLOR


Interim CHIEF EXECUTIVE OFFICER



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

Director

Director / Secretary

Full Name

Full Name

Date:

Date:

AUT 36298

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the

in the presence of:

COUNCILLOR

CHIEF EXECUTIVE OFFICER

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

 _____ Director	 _____ Director / Secretary
Full Name <i>DUNCAN ROSS M'LESLAN</i>	Full Name <i>BRUCE MOORE</i>
Date: <i>28/4/2021</i>	Date:

AUT 3 62987

MORTGAGEE CONSENT

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

DATED:

Executed for and on behalf of **RMBL Investments Ltd**

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

- 1) **Alexine Pauline Margaret Courtney**
- 2) **Surinder Gurdial**

Before me;

M Barnett

 Signature of Witness

Marian Barnett

 Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:

[Handwritten Signature]

[Handwritten Signature]

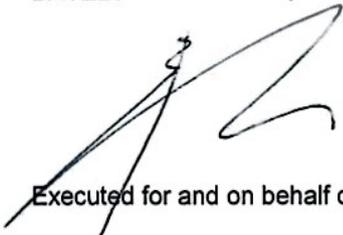
Under Power of Attorney dated 28th October 2015

A certified copy of which is filed in Permanent order Book No 277 at page 036 Item 03.

MORTGAGEE CONSENT

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

DATED: 23/4/21

A handwritten signature in black ink, appearing to be 'Wincity Development Pty Ltd', written over the printed name.

Executed for and on behalf of Wincity Development Pty Ltd

AU736298V

Schedule 1

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

Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

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

¹ Value as specified in the ICP.

SCHEDULE 3

ICP LAND PROJECTS TABLE

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

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

From www.planning.vic.gov.au at 13 December 2024 09:09 AM

PROPERTY DETAILS

Address: **1 BUSTER STREET SUNBURY 3429**
Lot and Plan Number: **Lot 575 PS837661**
Standard Parcel Identifier (SPI): **575\PS837661**
Local Government Area (Council): **HUME**
Council Property Number: **743822**
Planning Scheme: **Hume**
Directory Reference: **Melway 383 C3**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

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

[View location in VicPlan](#)

PLANNING SUMMARY

Bushfire Prone Area This property is not in a designated bushfire prone area.

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

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

Planning Overlay [INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)

[SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO3 SCHEDULE \(SCO3\)](#)

Note

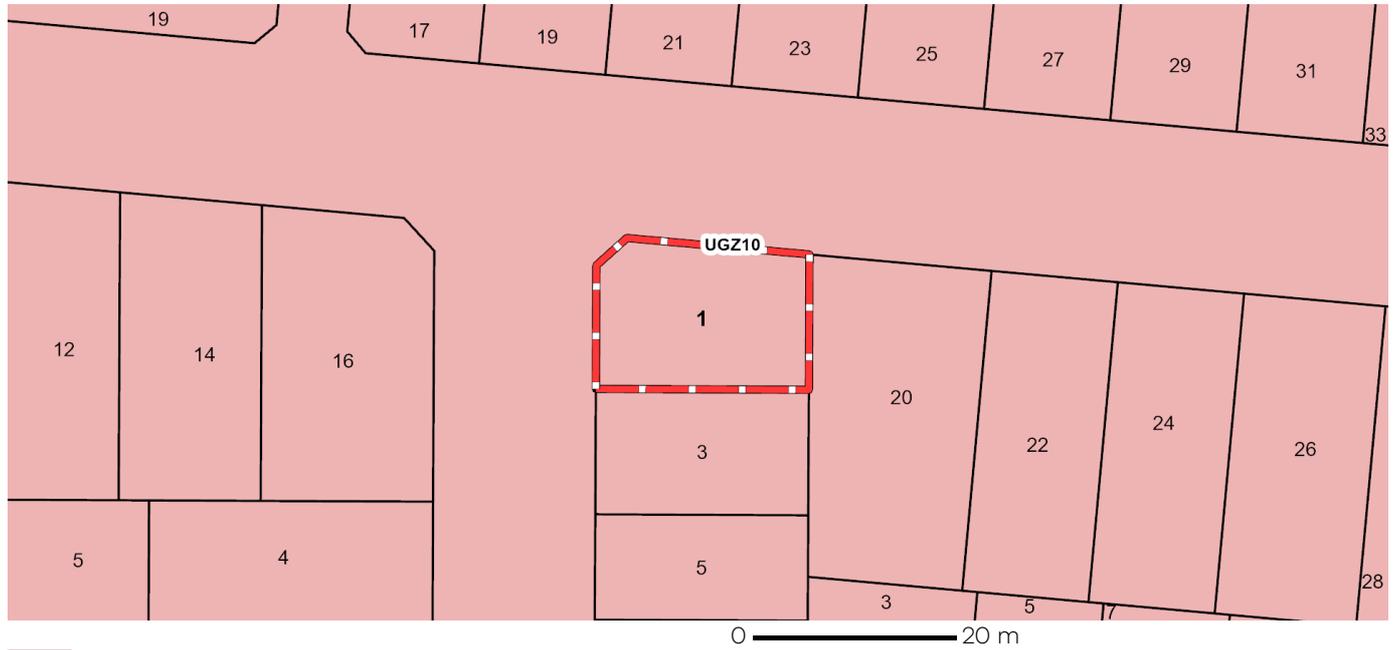
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

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



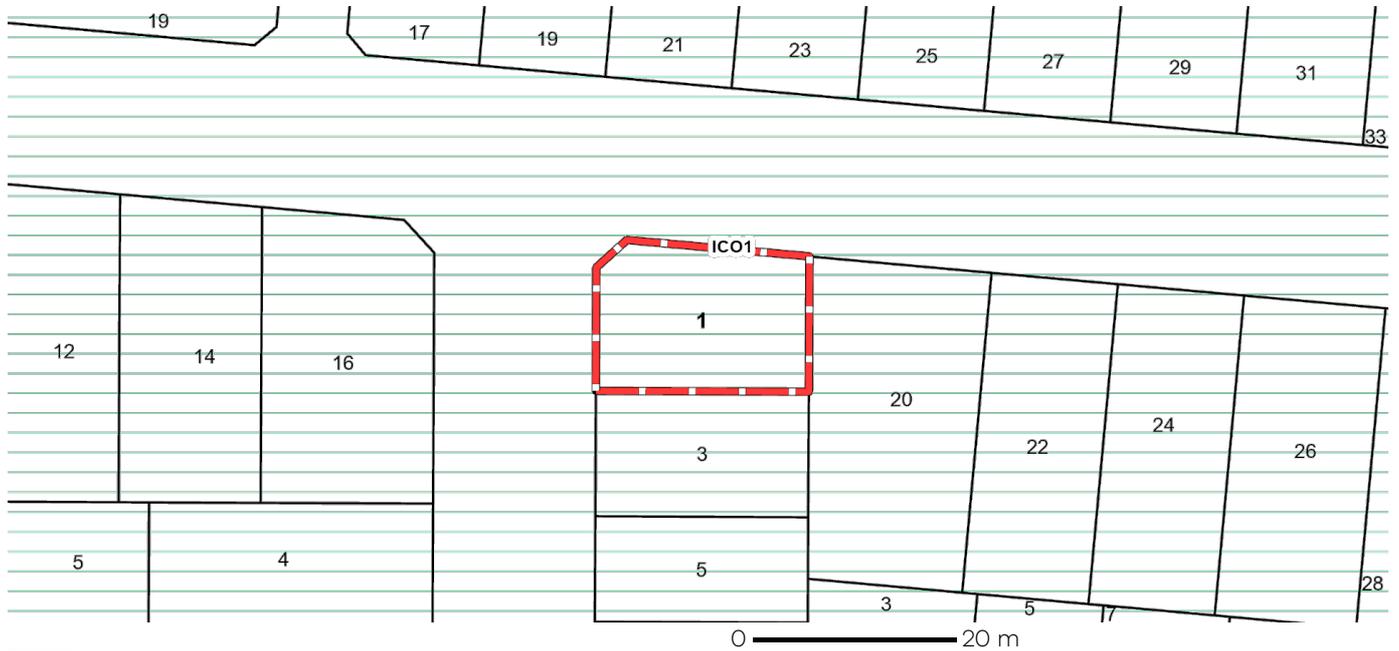
 **UGZ - Urban Growth**

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

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

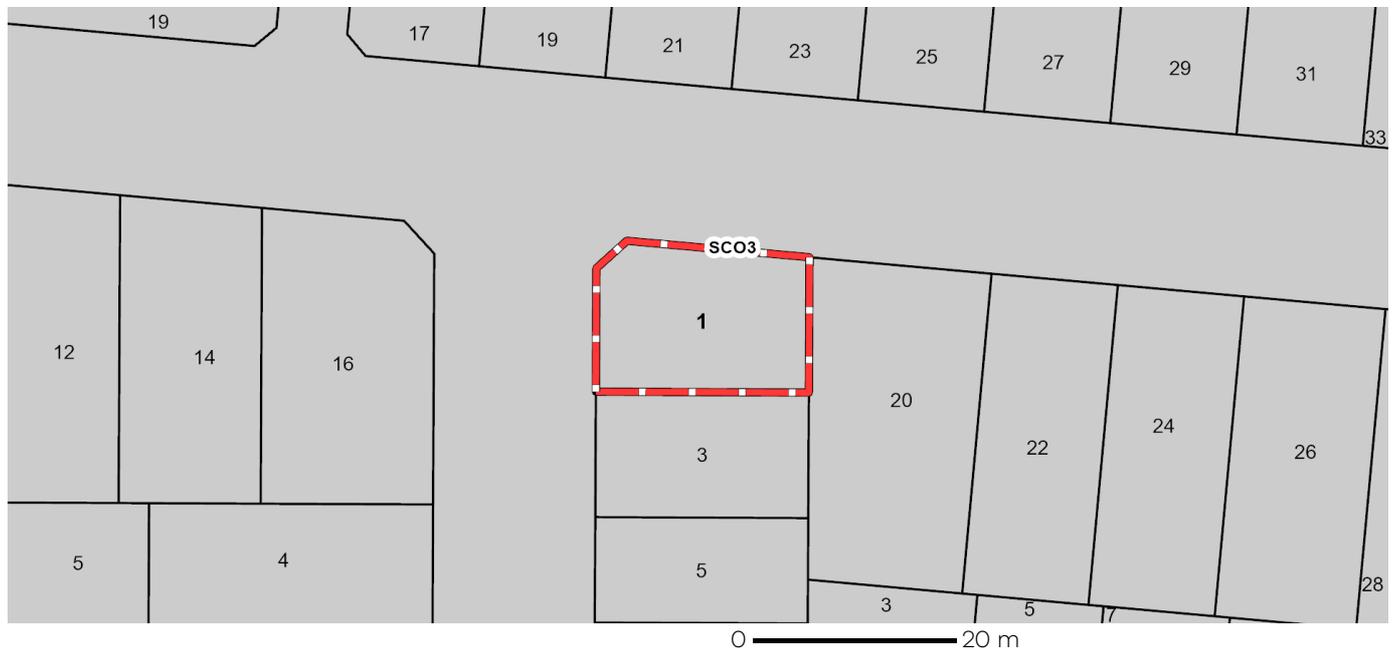


ICO - Infrastructure Contributions Overlay

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

SPECIFIC CONTROLS OVERLAY (SCO)

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

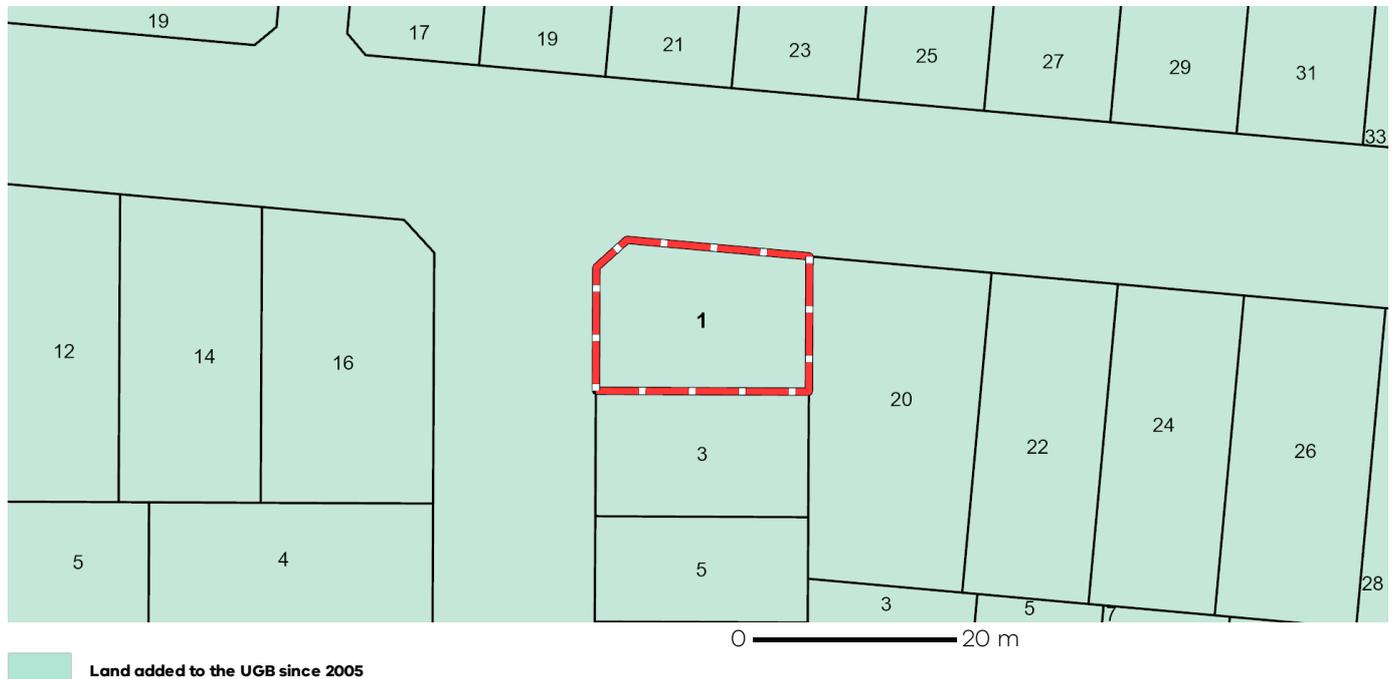


SCO - Specific Controls Overlay

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

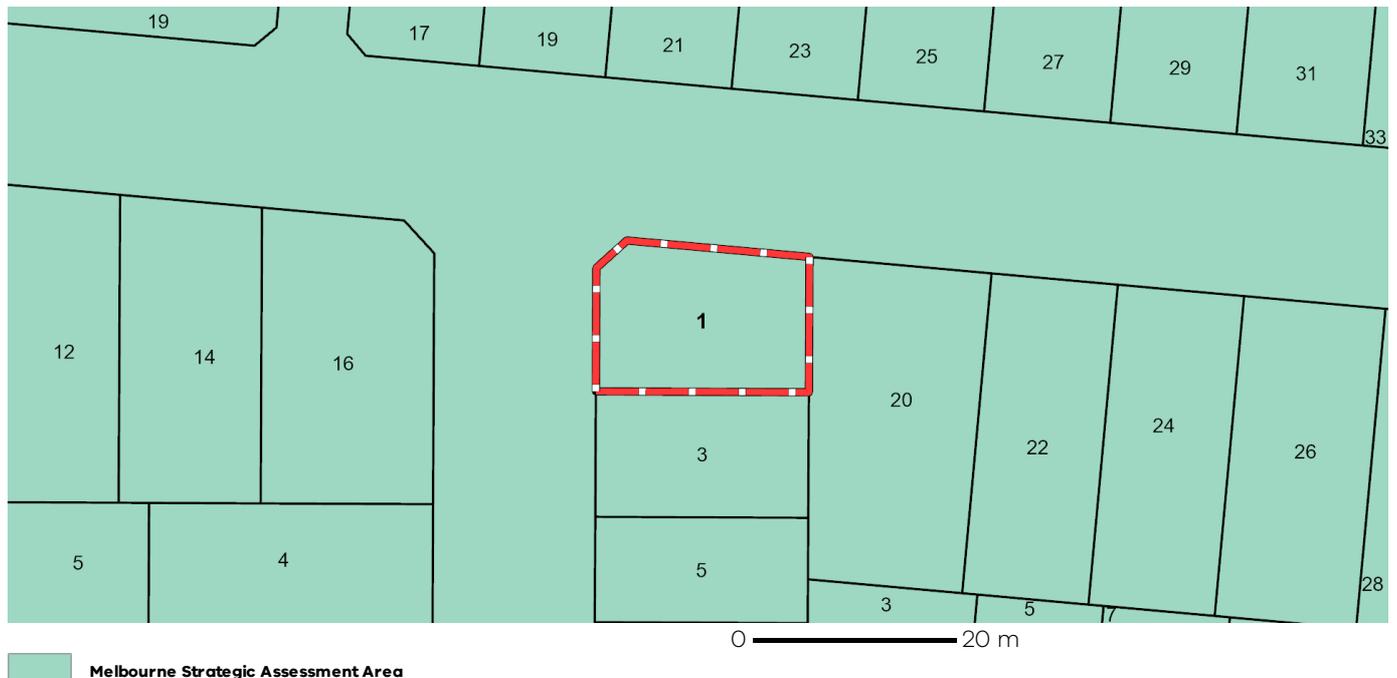
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 4 December 2024.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

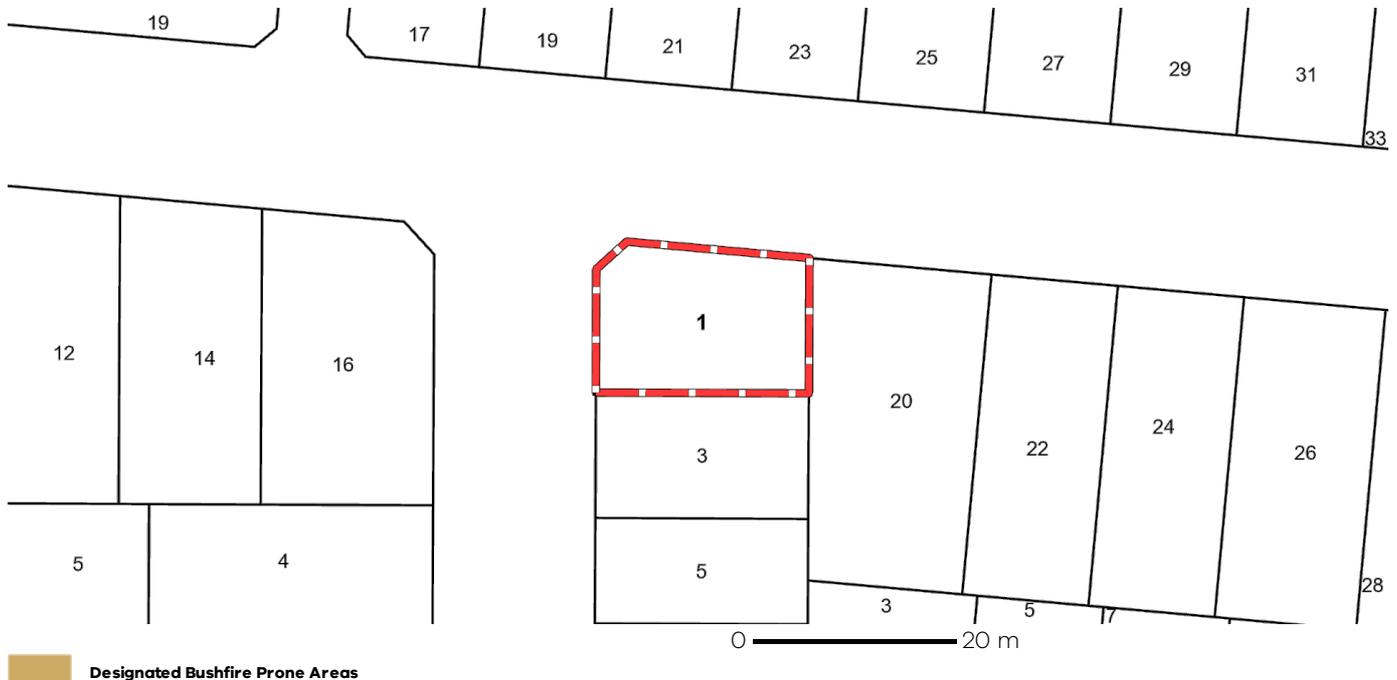
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

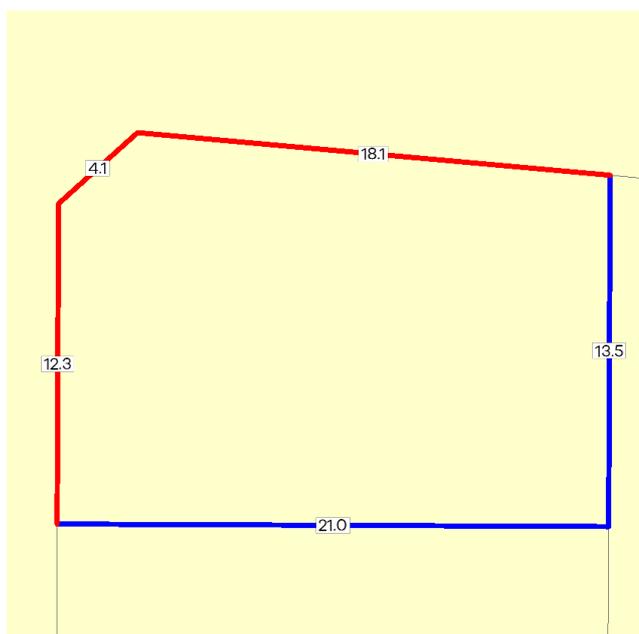
PROPERTY DETAILS

Address: **1 BUSTER STREET SUNBURY 3429**
Lot and Plan Number: **Lot 575 PS837661**
Standard Parcel Identifier (SPI): **575\PS837661**
Local Government Area (Council): **HUME**
Council Property Number: **743822**
Directory Reference: **Melway 383 C3**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 298 sq. m

Perimeter: 69 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

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

PLANNING INFORMATION

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

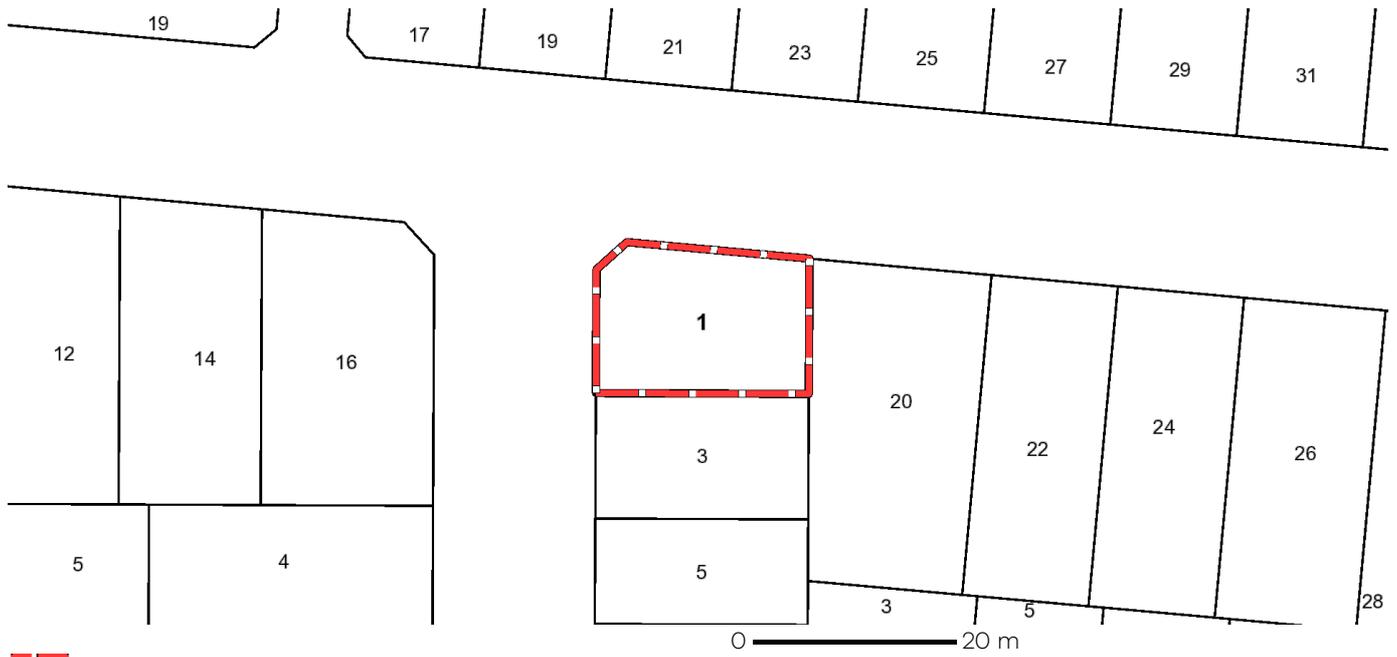
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Selected Property

FORM 2

Building Act 1993
Building Regulations 2018 - Regulation 37(1)
Building Permit No. CBS-U 66127/5575548325611

Issue to

Agent of Owner: **Kushalkumar Naginbhai Patel & Minal Kushalkumar Patel**
Postal Address: **1/71 Aralia Street, RAPID CREEK NT**
Email: mal@stellarcustomhomes.com.au

Postcode: **0810**

Telephone: **0432 618 903**

Address for serving or giving of documents:

1/71 Aralia Street, RAPID CREEK NT

Postcode: **0810**

Telephone: **0432 618 903**

Contact Person: **Kushalkumar Naginbhai Patel & Minal Kushalkumar Patel**

Ownership Details

Owner: **Kushalkumar Naginbhai Patel & Minal Kushalkumar Patel**
Postal Address: **1/71 Aralia Street, RAPID CREEK NT**
Email: kushalnp@gmail.com

Postcode: **0810**

Telephone: **0432 618 903**

Contact Person: **Kushalkumar Naginbhai Patel & Minal Kushalkumar Patel**

Property Details

Number: 1	Street/Road: Buster Street	Suburb: Sunbury	Postcode: 3429
Lot/s: 575	LP/PS: 837661L	Volume: 13265	Folio: 923
CA: 4 (PART)	Section No: 21	Parish: Bulla Bulla	County: n/a
Municipal District:	City of Hume		

Builder

Name: **Barnes Construction Pty Ltd**
Telephone: **0402 130 745**
Registration no.: **CDB-U 58519**
Postal Address: **86 Bergs Lane, MOUNT HELEN VIC**
Postcode: **3350**

Domestic Builder - Unlimited

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

Building practitioner or architect engaged to prepare documents for this permit

Name	Category/class	Registration Number
Heba Hanna	Draftsperson - Building Design (Architectural)	18770
Alex Sorgiovanni	Engineer - Civil	PE0000524

Details of Domestic Building Work Insurance

Name of Builder: **Barnes Construction Pty Ltd**
Name of Issuer or Provider: **BOVILL RISK & CONSULTANTS PTY LTD**
Policy Number: **C880154**
Policy cover: **\$300,000.00**

Nature of Building Work

Construction of a New Single Storey Dwelling & Associated Garage
Storeys contains: **1**
Version of BCA applicable to permit: **BCA Vol 2 2022**
Stage of Building Work Permitted: **Entire - Dwelling & Associated Garage**
Cost of Building Work: **\$290,000.00**
Total floor area of new building work m²: **172**

BCA Classification

Part of Building: **Dwelling** Class: **1a(a)**
Part of Building: **Associated Garage** Class: **10a**

Prescribed Reporting Authorities

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

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

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

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

Commencement and Completion

This building work must commence by 07 June 2025

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

This building work must be completed by 07 June 2026

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

Conditions and required Certificates

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

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:

Opes Permits Pty Ltd
PO BOX 2042, Oak Park VIC 3046
admin@opesbs.com.au
CBS-U 66127
City of Hume

Designated Building Surveyor

Name:
Permit no.:
Building practitioner registration no.:
Date of issue of permit:
Signature:

Oktay Ozcelik
CBS-U 66127/5575548325611
BS-L 72286
07 June 2024



FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

Occupancy Permit
Project Number: 20241651

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/5575548325611

Property Details

Address: 1 Buster Street, Sunbury Vic 3429
Lot: 575 **LP/PS:** 837661L **Section:** 21
CA: 4 (PART) **Volume:** 13265 **Folio:** 923
Municipality: City of Hume **Parish:** Bulla Bulla **County:** n/a

Building permit details

Building permit number: CBS-U 66127/5575548325611
Version of BCA applicable to building permit: BCA Vol 2 2022

Building Details

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

Reporting Authority

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	City of Hume

Suitability of Occupation

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

Date of Approved Inspection:

Bored Piers Inspection 18/06/2024
Pre-Slab Inspection 26/06/2024
Slab-Steel Inspection 27/06/2024
Frame Inspection 15/07/2024
Final Inspection 12/11/2024

Relevant Building Surveyor:

Name: **Oktay Ozelik**
Address: **PO BOX 2042, Oak Park VIC 3046**
Email: admin@opesbs.com.au
Building practitioner registration no.: **BS-L 72286**
Municipal district name: **City of Hume**
Certificate no.: **CBS-U 66127/5575548325611 - Occupancy Permit**
Date of issue: **15 November 2024**
Date of final inspection: **12 November 2024**
Signature: 

Domestic Building Insurance

Certificate of Insurance

Kushalkumar Naginbhai Patel, Minal Kushalkumar Patel**U 1 71 Aralia St
RAPID CREEK
NT 0810**

Policy Number:

C880154

Policy Inception Date:

14/05/2024

Builder Account Number:

014452

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **1 Buster St SUNBURY VIC 3429 Australia**Carried out by the builder: **BARNES CONSTRUCTION PTY. LTD.**Builder ACN: **090955516**

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

For the building owner(s): **Kushalkumar Naginbhai Patel, Minal Kushalkumar Patel**Pursuant to a domestic building contract dated: **14/01/2024**For the contract price of: **\$ 290,000.00**Type of Cover: **Cover is only provided if BARNES CONSTRUCTION PTY. LTD. has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

Your rates and valuation notice

For the period 1 July 2024 to 30 June 2025

Enquiries: 9205 2200

K N PATEL & M K PATEL
6 MERRIWEATHER ST
TRUGANINA VIC 3029

PROPERTY NUMBER: 743822
PAYMENT REFERENCE: 7438229
DATE OF ISSUE: 16/08/2024



For emailed notices:
hume.enotices.com.au
Reference: 2A63AAF0DQ

024

PROPERTY DETAILS

1 BUSTER ST SUNBURY VIC 3429
Lot 575 PS 837661L Vol 12365 Fol 923
Owner Details: KUSHALKUMAR NAGINBHAI PATEL, MINAL KUSHALKUMAR PATEL

Site Value

\$240,000

Capital Improved Value

\$240,000

Net Annual Value

\$12,000

Level of Value Date: 01/01/2024 AVPCC: 100-Vacant Residential Dwelling
Date Adopted for Rating Purposes: 01/07/2024

* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

RATES, CHARGES AND REBATES

General Rate	0.0023285 x \$240,000	\$558.80
Public Waste Charge	\$222.99	\$222.99
Vic State Gov FSPL Residential Fixed*	\$132.00	\$132.00
Vic State Gov FSPL Residential Variable*	.000087 x \$240,000	\$20.80
Total Amount Due		\$934.59

INSTALMENT 1

\$232.59

Payable 30/09/2024

INSTALMENT 2

\$234.00

Payable 30/11/2024

INSTALMENT 3

\$234.00

Payable 28/02/2025

INSTALMENT 4

\$234.00

Payable 31/05/2025



Scan here to pay



HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



BPAY (BPAY View Registration No: 7438229)
Access Bpay via your internet banking
BILLER CODE: 12500
REF: 7438229



DIRECT DEBIT
Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



POST BILLPAY
BILLPAY CODE: 0862
REF: 7438229



IN PERSON
Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your
nearest Post Office.



*862 7438229



MAIL
Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



ONLINE OR PHONE
Call 13 18 16 or visit hume.vic.gov.au/pay

IMPORTANT INFORMATION FOR RATEPAYERS

PAYMENT BY FOUR INSTALMENTS

Hume City Council's rates and charges are raised by way of a uniform rate and for 2024/25 are payable in four instalments. Instalment amounts and due dates are detailed on the front of this notice. Reminders will be issued for the second, third and fourth instalment due dates.

PAYMENT BY DIRECT DEBIT PAYMENT PLAN

Rates and charges may be paid by pre calculated weekly, fortnightly or monthly direct debits. To apply, visit Council's website hume.vic.gov.au/rates and use the eNotice code on the front of this notice. If your payment due date falls on a weekend or public holiday, the payment may be processed on the next business day.

PART PAYMENTS AND PRE-PAYMENTS

Any amount may be paid at any time provided the full amount of each instalment is paid before each due date.

PAYMENT ALLOCATION

All payments will be credited in the following order: legal costs, interest, overdue rates and charges, current rates and charges.

LATE PAYMENT INTEREST

Instalments not paid on or before each of the due dates will be charged interest from the due date and will accrue interest until the instalment and interest are paid. Penalty interest is charged at 10% per annum as provided for in the Penalty Interest Rates Act 1983.

FINANCIAL HARDSHIP POLICY AND SUPPORT

Council is committed to assisting ratepayers who are experiencing financial hardship. To apply for a flexible, interest free payment plan, change an existing one or view Council's Financial Hardship policy visit Council's website hume.vic.gov.au/Rates

FIRE SERVICES PROPERTY LEVY (FSPL)

Council must collect the Fire Services Property Levy to support emergency services. If the leviable land is rateable land, or if it is classed as residential for FSPL purposes but is not rateable land, you may apply for a waiver, deferral or concession in accordance with section 27 & 28 of the *Fire Services Property Levy Act 2012*.

SINGLE FARM ENTERPRISE (SFE)

Where multiple parcels of farm land are used to operate a single farming enterprise, you may only be required to pay the FSPL fixed charge once by applying for the single farming enterprise exemption. Apply online at hume.vic.gov.au/rates

RATE CAPPING

Council has complied for with Victorian Government's rate cap of 2.75%. 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 rates cap.

CHANGE OF PROPERTY OWNERSHIP

All changes of ownership or postal address must be notified to Council in writing.

APPEAL AGAINST VALUATION

Objections to Council's valuation of your property including the AVPCC can be made under section 17 of the *Valuation Land Act 1960*. Objections must be made within two months of this notice being issued. Objections can be lodged online at ratingvaluationobjections.vic.gov.au Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates. Any overpayments will be refunded. The valuations shown on this notice are assessed on values calculated at 1 January 2024. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

PENSION REBATE

Ratepayers who hold a Pension Concession Card or certain cards issued by the Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Health Care Cards are not eligible. Council also provides an additional \$40 rebate on top of the State Government rebate. Apply online at hume.vic.gov.au/rates

PRIMARY PRODUCER RATE REBATE

Landholders with properties larger than 2 hectares that are used as an agricultural business can apply for the annual 30% discount off the general rate. Owners will need to provide evidence of agricultural business use and suitable land management practices. For details visit hume.vic.gov.au/REP

PRIVACY STATEMENT

All personal information collected by Council will be used for Council business purposes and kept confidential. It will not be shared with third parties unless Council is required to disclose the information under other legislation or it is deemed reasonable under the circumstances, including notices to fence. You may access your information by contacting Council. For further details see Council's Information Privacy Policy online.

Date rates declared – Monday 24 June 2024

Acknowledgement of Country

Hume City Council acknowledges the Gunung-Willam Balluk of the Wurundjeri as the Traditional Custodians of this land.

Speak your language!

Arabic Greek Hindi
Italian Lebanese Turkish



For language support visit hume.vic.gov.au/translate or call **9205 2200** to speak to our team.

PAYMENT SLIP

Receipts will not be forwarded for payments received in the mail. Please return this portion only.

PROPERTY LOCATION

1 BUSTER ST SUNBURY VIC 3429

RATEPAYER

K N PATEL & M K PATEL

PROPERTY NUMBER

743822

INSTALMENT

\$232.59



Usage and charges

Outstanding balance **\$0.00**

Your network charges ¹

	Size	Charge period	Amount
Water	20mm	01/07/2024 - 30/09/2024	\$55.51
Sewage		01/07/2024 - 30/09/2024	\$136.67
Total network charges			\$192.18

Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/07/2024 - 30/09/2024	\$2,024.00	\$30.77	\$30.77
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/07/2024 - 30/09/2024	\$2,024.00	\$21.98	\$21.98
Total other charges and adjustments				\$52.75

Your total charges **\$244.93**

From July 1 2024, our prices changed in line with adjustments approved by the Essential Services Commission, the independent economic regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au.

From 1 July 2024, the parks charge will be billed quarterly instead of annually. Learn more at gww.com.au/quarterlyparkscharge

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

We've recently updated our Customer Charter. Read about the changes at gww.com.au

Your charges explained

- 1. Water and sewerage network charges** help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquires and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

Our prices and charges have changed.

Learn more about what your bill pays for at gww.com.au/prices



K PATEL & M PATEL
6 MERRIWEATHER ST
VIC VIC 3029

Get your bill
delivered straight
to your inbox

Go to gww.com.au to
switch to e-bills.

Account number

58577 60000

Tax Invoice 585283020324

Date of issue 04 Oct 2024

Service address

1 Buster Street, Sunbury
VIC, 3429

Amount to pay

\$244.93

Previous bill	\$0.00
Payments received	\$0.00
Balance	\$0.00
Current charges	\$244.93
Total charges	\$244.93

Pay by

05 Feb 2025

**Having trouble
paying your bill?**

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Please see page 2 for detailed information

Payment options

Greater Western Water ABN 70



Direct debit
Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY
Biller code: **8789**
Ref: **58577600005**
Go to bpay.com.au
® Registered to BPAY
Pty Ltd
ABN 69 079 137 518



Credit card
Pay by credit card
at gww.com.au or
call **13 44 99**



Post Billpay

Australia Post
Billpay code: **0362**
Ref: **0585 7760 0003**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via AusPost app

Centrepay

Make regular de
from your Cent
payments.
Call **13 44 99** or
centrelink.gov.
Greater Wester
reference: **555**
Your account n
58577 60000

