

Contract of Sale of Real Estate

Property address **3 Plugges Street, Mernda 3754**

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

The terms of this contract are contained in the -

- particulars of sale; and
 - special conditions, if any; and
 - general conditions
- in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **VIRENDER SINGH MALIK AND SEEMA RANI**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- * you bought the property at 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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- * you are an estate agent or a corporate body.

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO
1/337 Settlement Road, Thomastown, VIC 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766

Mob:

Fax: 03 9464 3177

Ref:

Vendor

VIRENDER SINGH MALIK AND SEEMA RANI

Vendor's legal practitioner or conveyancer

Melbourne Real Estate Conveyancing Pty Ltd
954 High Street Reservoir Vic 3073

Email: julia@melbournerec.com.au

Tel: 0421 704 140

Mob:

Fax:

Ref: JK:24/3131JK

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	11939	Folio	070	70	733608U
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **3 Plugges Street, Mernda 3754**

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

All Fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature.

Payment (general condition 14 and 17)

Price \$

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

Balance \$ payable at settlement

GST (general condition 19)

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

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

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

Settlement (general condition 17)

is due on

PLEASE NOTE - NO Settlements between 20/12/2024-15/01/2025 – our office will be closed.

See special condition 25.

Please ensure you do NOT choose a settlement date whilst we and other Conveyancing Practices are CLOSED, Lenders are on skeleton staff and Estate Agents are often not able to arrange Final Inspections.

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
- 14 days 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 words '**subject to lease**' appear in this box in which case refer to general condition 5.1

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

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

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount

Approval date:

FIRB APPROVAL REQUIRED (Special Condition 16)

YES Passport Provided? Yes or No?

Passport Number

NO

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

Special conditions

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment: ☒ No ☐ Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name:

Supplier's ABN:

Supplier's Business Address:

Supplier's Email Address:

Supplier's Phone Number:

Supplier's proportion of the GST Withholding Payment:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: ☐ at completion ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

Special Conditions

1. Auction

- 1.1 If the property is sold by public auction then the property is offered for sale by public auction, subject to the vendors reserve price. The rules for the conduct of the auction shall be as set out in the schedule of the Sale of Land Regulations or any rules prescribed by regulations which modify or replace those rules.
- 1.2 The successful bidder shall immediately on the fall of the hammer sign this contract and pay the full 10% deposit to the Vendors agent.

2. Acceptance of title

General condition 12.4 is added:

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

3. Foreign resident capital gains withholding

- 3.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning this special condition unless the context requires otherwise.
- 3.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a special clearance certificate issued by the Commissioner under section 14-200 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 3.3 This special condition only applies if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 3.4 The amount is to be deducted from the Vendor's entitlement to the contract consideration. The Vendor must pay to the Purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 3.5 The Purchaser must:
 - (a) engage a Legal Practitioner or Conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the Purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 3.6 The terms of the representative's engagement are taken to include instructions to have regard to the Vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition;
- despite
 - (d) any contrary instructions, other than from both the Purchaser and the Vendor; and
 - (e) any other provision in this contract to the contrary.
- 3.7 The representative is taken to have complied with the obligations in special condition 1B.6 if;
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 3.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-253(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for settlement.
- 3.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.
- 3.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

4. Electronic Conveyancing

EC

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

- 4.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the Purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 4.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 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 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 lodgement.
- 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 2.6 has not occurred by 4.00 pm, or by 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
 - (d) direct the Vendor's subscriber to give (or, if there is no Vendor's subscriber, give) all those documents and items, and any such keys, to the Purchaser or the Purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 4.10 The Vendor must, at least 3 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.

5. GST withholding

- 5.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of

Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

5.4 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

5.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

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

5.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

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

5.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.

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

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

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

5.10 The vendor warrants that:

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

5.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late

payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

5.12 This general condition will not merge on settlement.

6. Interpretation.

In the interpretation of this contract where the context permits;

- (a) Words importing either gender shall be deemed to include the other gender.
- (b) Words importing the singular number shall be deemed to include the plural and vice versa;
- (c) Where there are two or more Purchasers the agreements and obligations of the Purchaser hereunder shall bind them jointly and each of them severally.

7. Whole Contract.

The Purchaser acknowledges and agrees that:

- 7.1 The Purchaser was given a Vendors Statement before signing this Contract;
- 7.2 No information, representations or warranty of the Vendor, the Vendors Conveyancer or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
- 7.3 The Purchaser has relied on its judgement in purchasing the Property and has inspected the property including all improvements, fixtures and Chattels as set out in the Contract.
- 7.4 No warranty has been given as the condition or quality of the improvements, fixtures, fittings or Chattels.
- 7.5 No brochure, investment report or advertising material is to be relied on as an accurate description of the property.
- 7.5 This contract forms the entire agreement between the Vendor and the Purchaser.

8. Land Identity.

The Purchaser admits that the land offered for sale and inspected by them is identical to that described in the attached title. The Purchaser shall not make any requisition in respect of or claim any compensation for any alleged miss description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or to bear all or any part of the cost of doing so.

9. Condition Of The Property.

- 9.1 The Purchaser warrants to the vendor that as a result of the Purchaser's inspections and enquiries concerning the property, the Purchaser is satisfied with the condition, quality and state of repair of the property and accepts the property as it is and subject to any defects, need for repair or infestation.
- 9.2 The Purchaser will not make any claim or requisition or delay this transaction or rescind or terminate this contract because of anything concerning the matters referred to in these special conditions or in respect of any loss, damage, need for repair relating to the property or the requirements of a statutory authority made on or after the day of sale.
- 9.3 The Purchaser acknowledges that the improvements may be subject to or require compliance with current building regulations, municipal by-laws or any other statutory provisions or regulations or any repealed laws under which the improvements were constructed. A failure to comply with any such regulations or laws will not constitute a defect in the Vendor's title and the Purchaser must not delay settlement or refuse to settle, or make any requisition or claim any compensation from the Vendor on that ground.
- 9.4 The Purchaser acknowledges that if there is a swimming pool or spa on the property which is or may be required to be fenced by the building regulations, the Purchaser must comply, at the Purchaser's cost and expense, with the building regulations. The Purchaser indemnifies and keeps indemnified the Vendor on and from the day of sale in respect of all orders or requirements under the building regulations.
- 9.5 (a) For any deficiency or defect in the said improvements, whether as to their suitability for occupation, compliance with laws or otherwise or;
- 9.5 (b) In relations to the issue or non-issuance of building permits of the said improvements; or
- 9.5 (c) In relations to the completion of inspections by the relevant authorities in respect of the said improvements

9.6 The Purchaser acknowledges that the Vendor makes no Representation for any permits or approvals of any improvements to the property, if any. Upon signing of the Contract of Sale the Purchaser assumes full responsibility and liability in relation to special condition 9.6 and the purchaser shall make no request, claims, seek compensation or delay settlement or rescind or terminate the Contract of Sale whatsoever because of special condition 9.6. The Purchaser indemnifies and keeps the Vendor indemnified on and from the day of sale in respect to special condition 9.6.

9.7 General Condition 12 is Deleted from this Contract.

10. Improvements.

The Purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes or any other regulations. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor. The Purchaser must not delay settlement or refuse to settle nor require the Vendor to comply with any one or more of those laws or regulations, or provide any documents including any requirements to fence any pool or spa, or install smoke detectors.

11. Planning.

The Purchaser buys the property subject to any restrictions imposed by the provisions of any applicable town planning act, orders, plans, schemes, local government by-laws or other enactment or any authority empowered to make restrictions. Any such restrictions shall not constitute a defect in the Vendor's title and the Purchaser shall not make any requisition, or objection, nor be entitled to any compensation from the Vendor in respect thereof. The Purchaser must not delay settlement or refuse to settle. Save for any warranties or representations, which cannot be legally excluded with respect to the use of the said land or any part thereof.

12. Restrictions.

The property is sold subject to all easements, covenants, leases/licences, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The Purchaser should make their own enquiries whether any structure or buildings are constructed over any easements prior to signing the Contract, otherwise the Purchaser accepts the location of all buildings and shall not make any claim in relation thereto and must not delay settlement or refuse to settle.

13. Settlement.

- (a) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place no later than 3.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day. Should settlement take place via Electronic Conveyancing, settlement shall take place no later than 4.00pm (Eastern Standard Time) on the settlement date, failing which settlement shall be deemed to take place on the next business day.
- (b) Should settlement take place via paper and not Electronic Conveyancing, settlement shall take place at the office of the Vendor's representative or at such other place in Victoria as the Vendor directs.
- (c) Should settlement take place via paper and not Electronic Conveyancing, and should settlement be directed by the choice of the Purchaser with the approval of the Vendor, the Purchaser will pay a settlement fee to the Vendor's representative of \$450.00 Plus GST. This fee will be due and payable at settlement.
- (d) Should settlement take place via paper and not Electronic Conveyancing, and settlement has been attended to and falls through at the fault of the Purchaser, the Purchaser will pay a re-attendance fee to the Vendor's representative of \$450.00 Plus GST, along with any other costs incurred due to the breach of the Purchaser. This fee is due and payable on the next scheduled settlement time/date.
- (e) Should settlement take place via paper and not Electronic Conveyancing, at settlement, the Purchaser must pay the fees up to six cheques drawn on an authorised deposit-taking institution.
- (f) Without limiting any other rights of the Vendor, If the Purchaser fails to settle on the due date for settlement as set out in the particulars of sale to this contract (due date) or request an extension to the due date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 plus GST representing the Vendor's additional legal cost and disbursements, along with any other costs incurred due to the breach of the Purchaser.

14. Licence Agreement.

The purchaser acknowledges should they request a licence agreement, and should the Vendor agree, the licence must be prepared by the vendors representative at the cost of the purchaser. The fee to prepare the licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

15. Guarantee & Indemnity.

- 15.1 Immediately after being requested to do so by the Vendor, procure the execution by all directors of the Purchaser (of if the Vendor requires by the shareholders) of a guarantee and indemnity to be prepared by the Vendor's representative and to be substantially the same form as the guarantee annexed to this contract but with the necessary changes being made.

16. Foreign Acquisitions and Takeovers Act 1975.

- 16.1 If ticked 'No' after the words 'FIRB approval Required?' in the particulars of sale page or this section of the particulars of sale is not complete, the Purchaser:
- 16.1.1 warrants to the vendor, as an essential term of this contract, that the acquisition of the property by the purchaser does not fall within the scope of the Takeover Act and is not examinable by FIRB: and
- 16.2 If the box is ticked YES after the words 'FIRB Approval required?' in the particulars of sale, then the Purchaser:
- 16.2.1 must, as an essential term of this contract, promptly after the day of sale take all reasonable endeavours to obtain FIRB approval pursuant to the Takeover Act of this purchase and will keep the vendor informed of the progress of the FIRB Approval application and provide evidence of the FIRB approval to the vendor
- 16.2.2 The Purchaser must give written notice to the Vendor's solicitor that approval has not been obtained by 4pm on the date which is 30 days after the day of sale, whereupon the Contract will be terminated, and all monies paid by the Purchaser shall be refunded in full. If the Purchaser has not advised the Vendor in writing that the Purchaser has obtained approval by 4pm on the date which is 30 days after the day of sale, then the Purchaser warrants that they have approval.
- 16.2.3 The Purchaser agrees that if the warranty in special conditions 12.1 is breached, the Purchaser will indemnify the Vendor against any penalties, fines, legal cost, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty

17. Loans / Finance

The purchaser warrants that he has not received any promise from the Vendor's Agent (or any person acting on behalf of the Vendor's agent) in relation to obtaining a loan for the purchase of the property.

18. Indemnity – Estate Agent

The purchaser warrants that he has not been introduced to the vendor or to the property directly or indirectly by any real estate agent other than the agent herein described or other person who might be entitled to claim commission from the vendor in respect of this sale and the purchaser shall indemnify and keep indemnified the vendor, at all times notwithstanding settlement hereof from and against any claim or liability for commission or loss or damages resulting from a breach of this warranty.

19. Adjustments of Outgoings

- 19.1 The Purchaser must provide copies of all certificates and other information used to calculate the adjustments, including land tax. The purchaser is to provide the statement of adjustments to the vendors representative at least 5 business days prior to settlement. A delay in the statement of adjustments will incur a fee of \$242.00 payable at settlement.
- 19.2 If the property is not separately assessed in respect of the outgoings, then the portion of any such outgoings are to be adjusted between the Vendor and the Purchaser will be either on the basis the amount to be apportioned between them is the proportion of the outgoing equal to the proportion which:
- (a) The lot liability of the property bears to the total liability of all of the lots on the plan; or
- (b) The surface area of the property bears to the surface area of the land that is subject to the assessment; or
- 19.2.2 On such other basis,
- as the Vendor may reasonably direct the Purchaser on or before the settlement date.
- 19.3 The Purchaser must pay any special fee or charge levied on the Vendor on and from the day of sale by the Owner's Corporation under the Owner's Corporation act or Owners Corporation Regulations. The special fee or charge will not be subject to appointment between the Vendor and the Purchaser.

20. Stamp Duty – Purchasers Buying in unequal Interest

- 20.1 If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the contract correctly records at the date of sale the proportion in which they are buying the property (the proportions).
- 20.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the Purchaser's responsibility to pay additional duty, which may be assessed as a result to the variation.
- 20.3 The Purchaser fully indemnifies the Vendor, Vendor's Agent and the Vendor's Conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.

21. Vendor Statement

The Purchaser acknowledges that prior to signing this Contract or any agreement or document in respect of the sale hereby made which is legally binding upon or intended legally to bind the Purchaser, the Purchaser has been given a statement in writing containing the particulars required by section 32(2) of the Sale of Land Act 1962 (as amended)

22. Trust

If the Purchaser is buying the property as trustee of a Trust (**Trust**) then;

23.1.1 The Purchaser must not do anything to prejudice any right of indemnity the Purchaser may have under the Trust;

23.1.2 The Purchaser Warrants that the Purchaser has power under the Trust to enter into this contract;

23.1.3 If the Trustee is an individual, that signatory is personally liable under the contract for the due performance of the Purchaser's obligations as if the signatory were the Purchaser in case of default by the Purchaser.

23.1.4 The Purchaser warrants that the Purchaser has a right of indemnity under the Trust; and

23.1.5 The Purchaser must not allow the variation of the Trust or the advance or distribution of capital of the Trust or resettlement of any property belonging to the Trust.

23. Personal property securities register

Notwithstanding General Condition 11 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

24. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

25.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

25.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

25.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

25.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

25. Christmas & New Year Holiday Period

If settlement has not taken place on or before 20 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 15 January in the following calendar year. It is agreed that either party will not issue a Default and/or Rescission Notice on the other party between the period of 20 December in the calendar year in which settlement is set to 15 January of the following calendar year, or make any objection, requisition or claim for compensation, arising from/or in connection with the failure to complete settlement under this special condition.

GUARANTEE & INDEMNITY

TO: The vendor as named in the contract to which this document is attached ("the vendor")

IN CONSIDERATION of the vendor, at the request of the person whose name is set forth after paragraph 2 hereto ("the guarantor"), having agreed to sell the property and chattels (if any) to the purchaser, for the price and other terms as contained in the contract, the guarantor;

1. HEREBY GUARANTEES to the vendor the due and punctual payment by the purchaser of the purchase money and interest thereon as detailed in the contract and all other monies that are payable or may become payable pursuant thereto ("the monies hereby secured") and also the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the contract and on the part of the purchaser to be performed and observed and the guarantor hereby expressly acknowledges and declares that it has examined the contract and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:-

- (a) THAT in the event of the purchaser failing to pay the vendor as and when due the monies hereby secured the guarantor will immediately pay the same to the vendor.
- (b) THAT in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform same.
- (c) THE guarantor shall be deemed to be jointly and severally liable with the purchaser (in lieu of being merely a surety for it) for the payment of the monies hereby secured and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the moneys or to carry out and perform the obligations herein contained
- (d) THAT no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all monies owing to the vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor:

Purchaser:

Guarantor:

Contract: A contract dated the of 2024 between the vendor and the purchaser

EXECUTED AS A DEED on the of 2024

SIGNED SEALED AND DELIVERED BY)

The said guarantor in the presence of:)

.....
Witness

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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.

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if-
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser received a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor-
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 11.15 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.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the Sale of Land Act 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general

condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming

mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment 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 lodgment network operator of settlement.

19. GST

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

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

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

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

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

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

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

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

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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.
- 23.2 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.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 24.5 The purchaser must:
- (a) The engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

(e) any other provision in this contract to the contrary.

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

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

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

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

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

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and 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; and
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

- (a) compensation for any 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

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

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](https://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.

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.

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

3 Plugges Street, Mernda 3754

Vendor's name

VIRENDER SINGH MALIK

Date
/ /

**Vendor's
signature**

Vendor's name

SEEMA RANI

Date
/ /

**Vendor's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

**Purchaser's
name**

Date
/ /

**Purchaser's
signature**

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$8,000.00

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

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

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	AVPCC 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 of 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 documents.

(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 easement, covenant or other similar restriction.

3.2. Road Access

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

3.3. Designated Bushfire Prone Area

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

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

If any are contained in the attached certificates and/or statements.

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:

Not Applicable.

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:

Not Applicable.

5 BUILDING PERMITS

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

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")

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*.

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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.)

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

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

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

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

--

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

Page 1 of 2

VOLUME 11939 FOLIO 070

Security no : 124120017518E
Produced 21/11/2024 09:01 AM

LAND DESCRIPTION

Lot 70 on Plan of Subdivision 733608U.
PARENT TITLE Volume 11934 Folio 437
Created by instrument PS733608U 08/12/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
VIRENDER SINGH MALIK
SEEMA RANI both of 3 PLUGGES STREET MERNDA VIC 3754
AQ629994G 12/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX203695H 30/08/2023
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS733608U 08/12/2017

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

AGREEMENT Section 173 Planning and Environment Act 1987
AJ989341E 25/10/2012

AGREEMENT Section 173 Planning and Environment Act 1987
AQ435302W 11/11/2017

NOTICE Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) 2020
AT390567C 01/07/2020

DIAGRAM LOCATION

SEE PS733608U 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: 3 PLUGGES STREET MERNDA VIC 3754

ADMINISTRATIVE NOTICES

NIL

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

Page 2 of 2

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 30/08/2023

DOCUMENT END

INFORMATION ONLY

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Document Assembled	21/11/2024 09:01

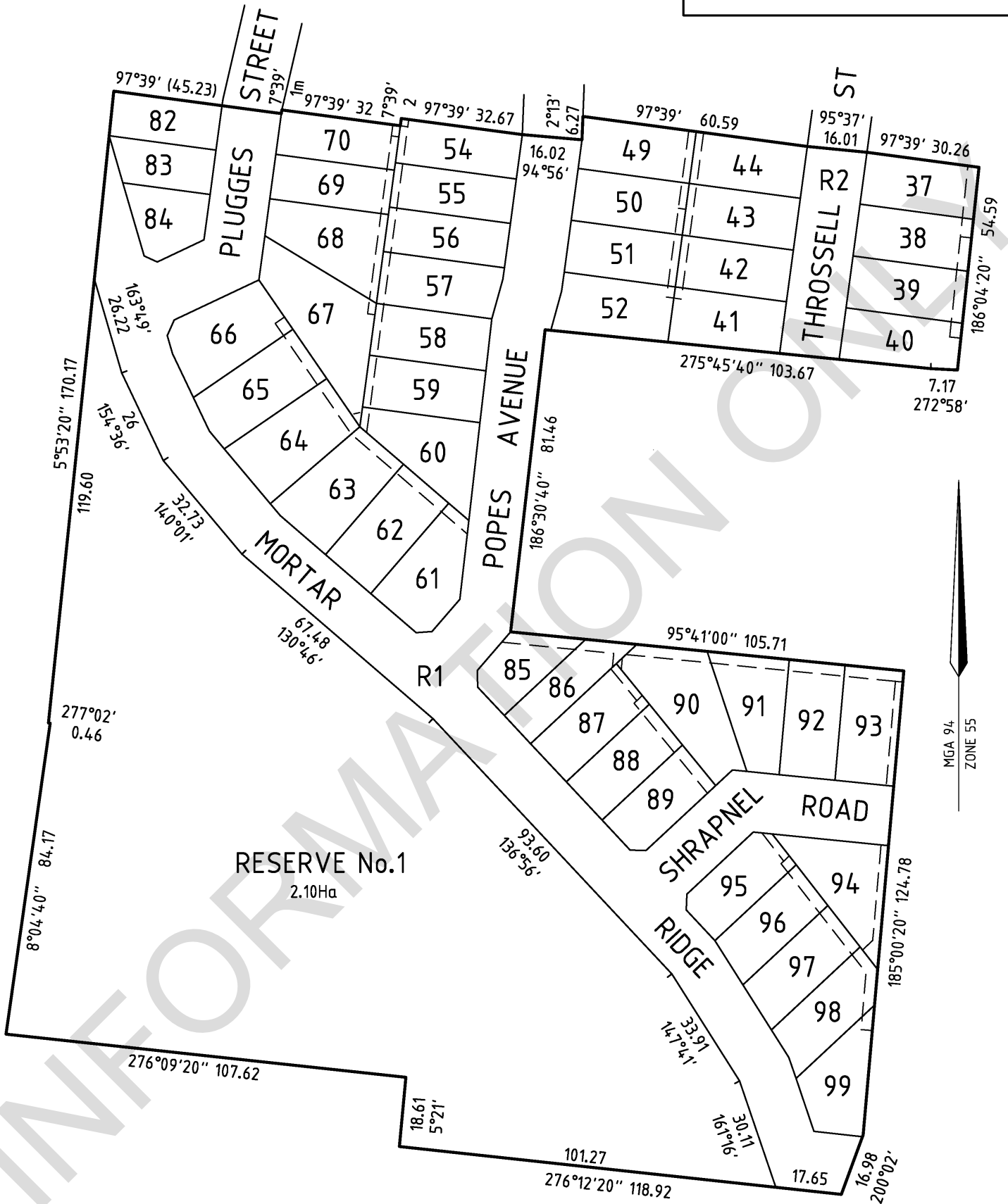
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PLAN OF SUBDIVISION			EDITION 1	PS 733608U
LOCATION OF LAND PARISH: MORANG TOWNSHIP: - SECTION: - CROWN ALLOTMENT: - CROWN PORTION: 18 (PART) TITLE REFERENCE: Vol. 11934 Fol. 437 LAST PLAN REF: LOT A ON PS 733607W POSTAL ADDRESS : 25 REGENT STREET (at time of subdivision) MERNDA 3754 MGA 94 CO-ORDINATES: E 330 300 ZONE 55 (of approx centre of land in plan) N 5 835 890 GDA 94			Council Name: Whittlesea City Council Council Reference Number: 609302 Planning Permit Reference: 714441 SPEAR Reference Number: S089625V Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 19/01/2017 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied at Statement of Compliance (Document updated 01/12/2017) Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 21/09/2017 Statement Of Compliance issued: 01/12/2017	
VESTING OF ROADS OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		OTHER PURPOSE OF PLAN: TO REMOVE EASEMENT E-1 CREATED BY PS 733607W AFFECTING ROAD R1 ON THIS PLAN GROUND FOR EASEMENT REMOVAL: BY AGREEMENT OF ALL INTERESTED PARTIES UNDER SECTION 6(1)(K) OF THE SUBDIVISION ACT 1988 LOT NUMBERS 1 TO 36, 45 TO 48, 53, 71 TO 81 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
R1 - ROAD	CITY OF WHITTLESEA			
R2 - ROAD	CITY OF WHITTLESEA			
RES No.1 - RESERVE	CITY OF WHITTLESEA			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
SURVEY: THIS PLAN IS BASED ON SURVEY IN BP 3034F STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO: 714441 THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS: MORANG PM42, PM136, PM356, PM488 AND YAN YEAN PM94 IN PROCLAIMED SURVEY AREA NUMBER:				
EASEMENT INFORMATION				
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE PLAN	PS 733607W	CITY OF WHITTLESEA
E-3	DRAINAGE	SEE PLAN	PS 733607W	CITY OF WHITTLESEA
E-3	SEWERAGE	SEE PLAN	PS 733607W	YARRA VALLEY WATER
E-4	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF WHITTLESEA
E-5	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-6	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER
E-6	DRAINAGE	SEE PLAN	THIS PLAN	CITY OF WHITTLESEA
CRA SURVEY PTY LTD LAND SURVEYORS TOWN PLANNERS DEVELOPMENT CONSULTANTS 7A/346 Belmore Road office@crsurvey.com.au Balwyn Vic 3103 Tel: 03 9890 0933		REF: 4205PS2 VERSION: 10 (10-11-2017) Digitally signed by: James Spratt (CRA Survey Pty Ltd), Surveyor's Plan Version (9), 11/09/2017, SPEAR Ref: S089625V		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 6 PLAN REGISTERED TIME: 1:12 DATE: 8/12/17 Randall McDonald Assistant Registrar of Titles

PS 733608U



REF: 4205PS2

VERSION: 10 (10-11-2017)

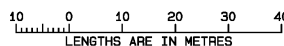


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SCALE
1 : 1000



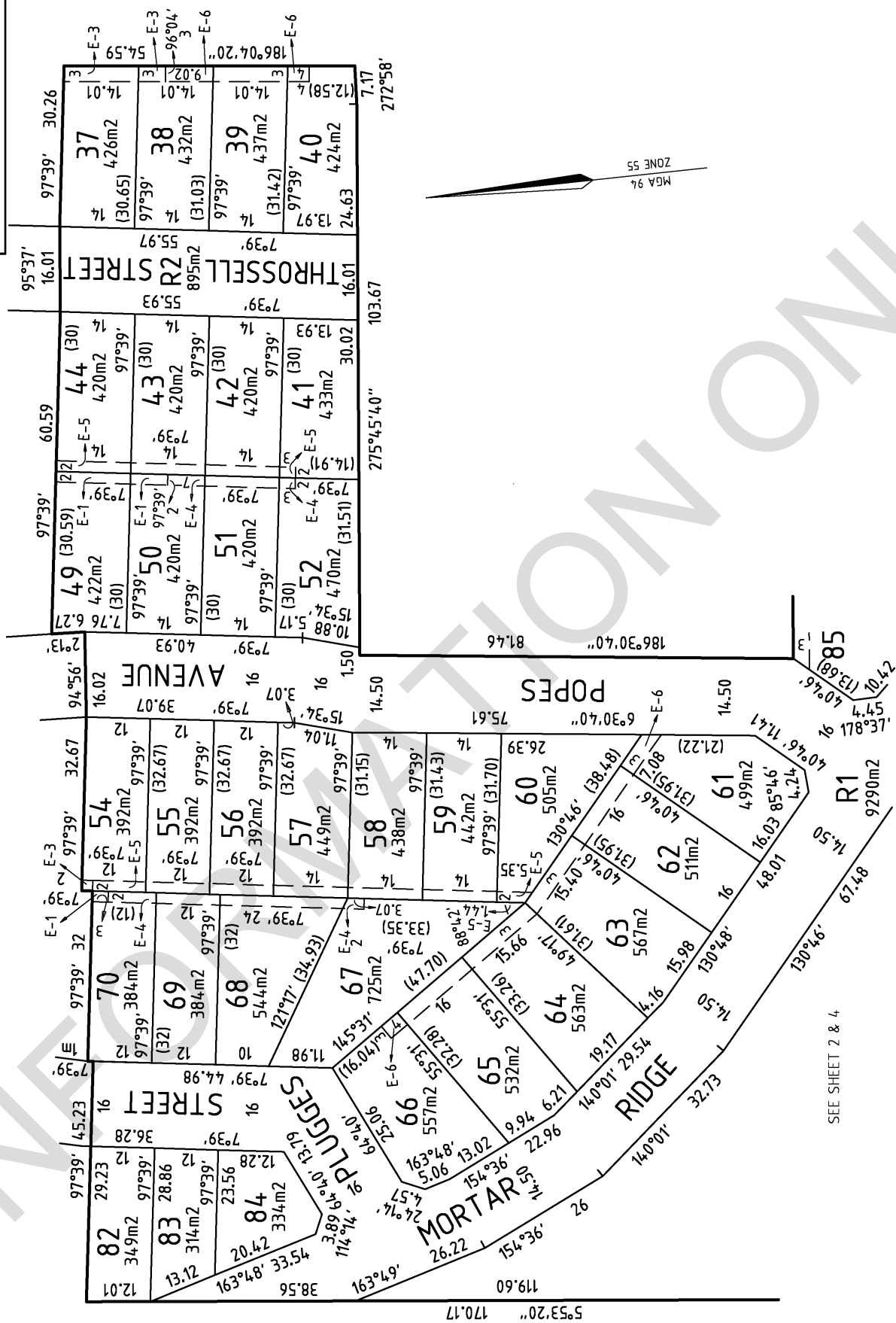
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SHEET 2

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RFF: 4205PS2

VERSION: 10 (10-11-2017)

SCALE

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LENGTHS ARE IN METRES

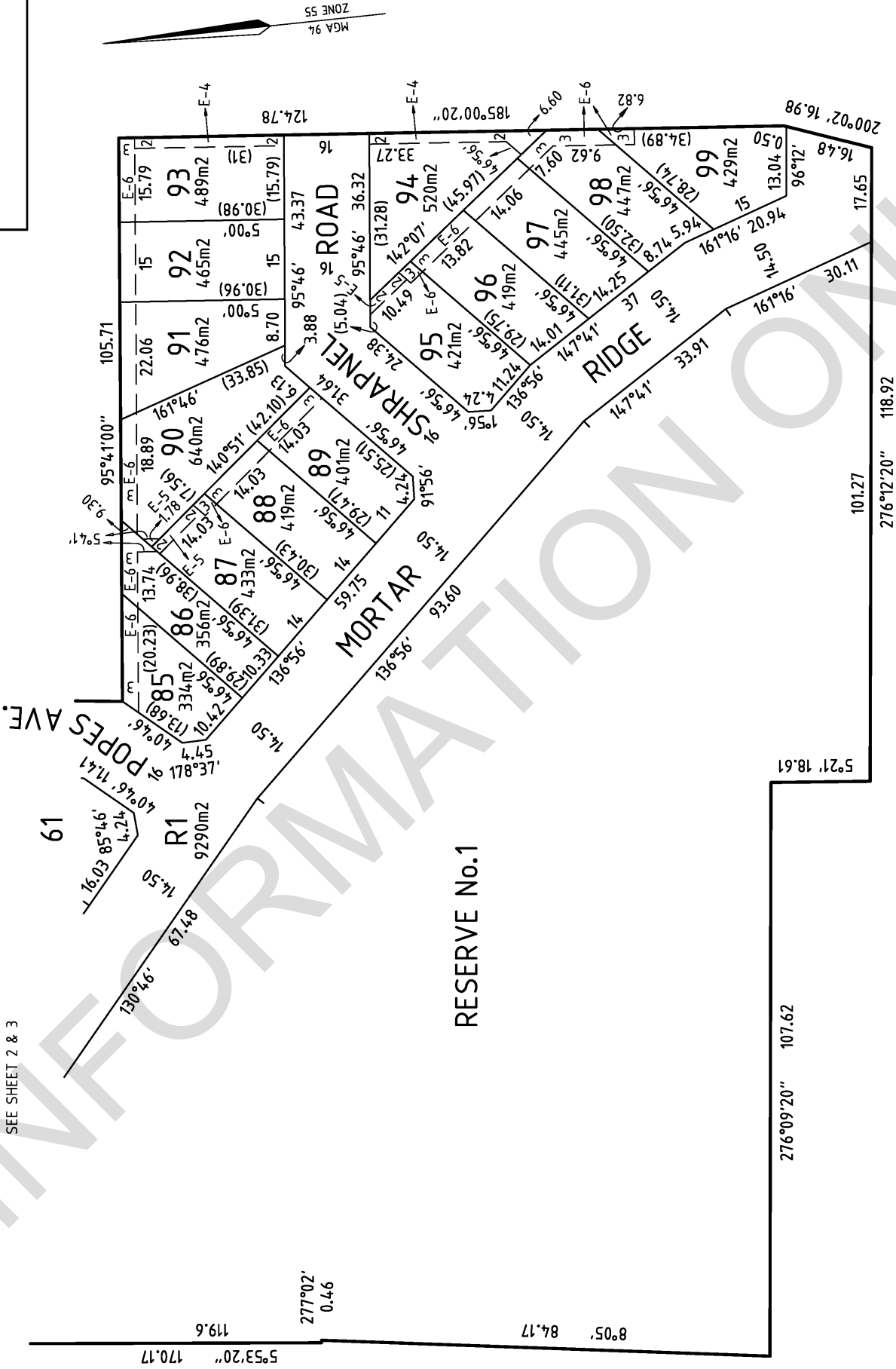
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SHEET 3

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SEE SHEET 2 & 3



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SCALE
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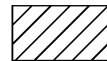
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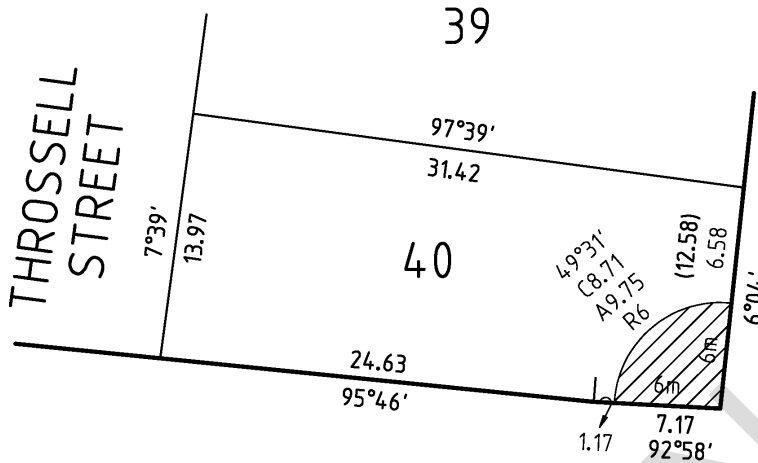
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SPEAR Ref: S089625V

PS 733608U

RESTRICTION 'A' DIAGRAM



TREE ENVELOPE / EXCLUSION ZONE



CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

LAND BENEFITED: LOTS 37 TO 39, 41 TO 44, 49 TO 52, 54 TO 70, 82 TO 99 (ALL INCLUSIVE) IN THIS PLAN

LAND BURDENED: LOT 40 IN THIS PLAN

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS OF ANY LOT ON THIS PLAN SHALL NOT:

1. ALLOW ANY BUILDINGS OR WORKS (INCLUDING PAVING), TO BE CONSTRUCTED WITHIN THE BOUNDARIES OF THE TREE ENVELOPE/EXCLUSION ZONE.
2. REMOVE, LOP OR DESTROY ANY EXISTING TREE WITHIN THE DESIGNATED TREE ENVELOPE/EXCLUSION ZONE WITHOUT THE APPROVAL OF THE RESPONSIBLE AUTHORITY.
3. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE INCLUDING A TREE THAT IS SUBSTANTIALLY DAMAGED TO THE EXTENT THAT THE TREE MUST BE REMOVED, WITHOUT RE-INSTALLING A NEW ADVANCED TREE OF THE SAME SPECIES WITHIN THE TREE ENVELOPE/EXCLUSION ZONE AND WITHOUT, PRIOR TO REINSTATEMENT, REMOVING THE ENTIRE TREE INCLUDING ROOTS FROM THE SITE.
4. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE WITHOUT MAKING IT AVAILABLE FOR USE BY THE RESPONSIBLE AUTHORITY WITHIN THE LOCAL AREA FOR HABITAT OR PUBLIC ART PURPOSES.
5. REMOVE ANY EXISTING TREE FROM THE TREE ENVELOPE/EXCLUSION ZONE WITHOUT SATISFYING THE APPROPRIATE OFFSET AND NET GAIN REQUIREMENTS AS SPECIFIED IN THE WHITTLESEA PLANNING SCHEME AND/OR RELEVANT STATE GOVERNMENT REQUIREMENTS/LEGISLATION APPLICABLE AT THE TIME OF REMOVAL RELATING TO OFFSET REQUIREMENTS.

REF: 4205PS2

VERSION: 10 (10-11-2017)

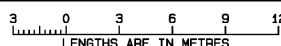


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SHEET 5

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CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED.

LAND BURDENED AND LAND BENEFITED: REFER TO TABLE BELOW

BURDENED LOT NO.	BENEFITING LOTS
37	38
38	37, 39
39	38, 40
40	39
41	42, 52
42	41, 43, 51
43	42, 44, 50
44	43, 49
49	44, 50
50	43, 49, 51
51	42, 50, 52
52	41, 51
54	55, 70
55	54, 56, 69, 70
56	55, 57, 68, 69
57	56, 58, 68
58	57, 59, 67, 68
59	58, 60, 67
60	59, 61, 62, 63, 67
61	60, 62
62	60, 61, 63
63	60, 62, 64
64	63, 65, 67
65	64, 66, 67

BURDENED LOT NO.	BENEFITING LOTS
66	65, 67
67	58, 59, 60, 64, 65, 66, 68
68	56, 57, 58, 67, 69
69	55, 56, 68, 70
70	54, 55, 69
82	83
83	82, 84
84	83
85	86
86	85, 87, 90
87	86, 88, 90
88	87, 89, 90
89	88, 90
90	86, 87, 88, 89, 91
91	90, 92
92	91, 93
93	92
94	95, 96, 97, 98
95	94, 96
96	94, 95, 97
97	94, 96, 98
98	94, 97, 99
99	98

DESCRIPTION OF RESTRICTION: 'B'

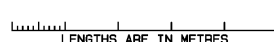
THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT:

1. CONSTRUCT MORE THAN ONE SINGLE DWELLING HOUSE ON THE LOT.
2. CONSTRUCT ANY CARPORT/GARAGE SET BACK LESS THAN 5.0m FROM THE ROAD ALIGNMENT.
3. HAVE A SIDE SETBACK ON A CORNER ALLOTMENT AT THE FIRST LEVEL BEING LESS THAN 2.9m UNLESS AGREED IN WRITING BY WHITTLESEA CITY COUNCIL.
4. ALLOW DWELLING DESIGN AND LOT LAYOUT ON SLOPING LOTS, WHERE THE FALL OF THE LAND IS EQUAL TO OR GREATER THAN 1:10, WHICH DOES NOT COMPLY WITH THE APPROVED DESIGN GUIDELINES PREPARED IN ACCORDANCE WITH CONDITION NO. 33 OF THE PLANNING PERMIT.
5. ALLOW ON LOTS SHARING A COMMON BOUNDARY WITH 35 REGENT STREET MERNDA, ANY SECOND STOREY WINDOW OF A DWELLING CONSTRUCTED ON THE LOT WHICH HAS NOT BEEN PROVIDED WITH OBSCURE GLAZING ON THE WALL FACING THE COMMON BOUNDARY.

THE RESTRICTION EXPIRES 10 YEARS AFTER THE ISSUE OF THE CERTIFICATE OF OCCUPANCY FOR A DWELLING ON A BURDENED LOT.

REF: 4205PS2

VERSION: 10 (10-11-2017)

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DEVELOPMENT CONSULTANTS**7A/346 Belmore Road office@crasurvey.com.au
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SHEET 6

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

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: TGM:KJM:BMS:5925371
Customer Code: 1167E

AJ989341E

25/10/2012 \$110.30 173



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

Land: Volume 10256 Folio 648

Responsible Authority: Whittlesea City Council, Civic Centre, Ferres Boulevard, South Morang, Victoria 3752

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

A copy of the Agreement is attached to this Application

Date: 3. 08.12

Signature for Responsible Authority:



Name of officer:

DAVID TURNBULL

Position held:

CEO



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666
info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

Date **3 / 8** /2012

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 25 Regent Street, Mernda

Whittlesea City Council

and

Adam Scott Healey

AJ989341E

25/10/2012 \$110.30 173





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Contents

1.	Definitions	2
2.	Interpretation	3
3.	Specific Obligations of the Owner	4
4.	Acknowledgement by Parties	5
5.	Further Obligations of the Owner	5
6.	Agreement under Section 173 of the Act	6
7.	Owner's Warranties	6
8.	Successors in Title	6
9.	General Matters	6
10.	GST	7
11.	Commencement of Agreement	7
12.	Ending of Agreement	7
	Schedule 1	10
	The Subject Land:	10
	Annexure A – The Property Plan	11
	Annexure B – The Quarry Hills Regional Park Plan	12

AJ989341E





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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 31/8/2012

AJ989341E

25/10/2012 \$110.30 173



Parties

Name	Whittlesea City Council
Address	Municipal Offices, Ferres Boulevard, South Morang, Victoria
Short name	Council

Name	Adam Scott Healey
Address	25 McCallum Road, Doncaster, Victoria
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is currently located:
 - C.1 partly outside the Urban Growth Boundary; and
 - C.2 wholly within the Rural Conservation Zone.
- D. Council has identified that part of the Subject Land is suitable for development for residential purposes and will achieve a net community benefit outcome if part of the Subject Land is transferred to or vested in Council for incorporation into the Quarry Hills Regional Park.
- E. Council and the Owner have agreed to jointly submit to the Minister that part of the Subject Land be included within the Urban Growth Boundary in return for the transfer into public ownership of part of the Subject Land for incorporation into the Quarry Hills Regional Park.
- F. Council and the Owner have agreed to enter into this Agreement to provide for the transfer of part of the Subject Land to Council upon the achievement of certain milestones.
- G. As at the date of this Agreement, the Subject Land is encumbered by Mortgage Nos. AC783315P and AG298329W in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.
- H. The parties enter into this Agreement to achieve a net community benefit outcome in providing additional land for housing and additional land for the Quarry Hills Regional Park. The parties agree that this will assist in achieving and advancing the objectives of planning in Victoria and the objectives of the Planning Scheme.



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AJ989341E

25/10/2012 \$110.30 173



THE PARTIES AGREE

1. Definitions

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

Access Alignment means the access required to be provided to the Open Space Land by the Owner pursuant to Clause 3.1.2 in this Agreement.

Act means the *Planning and Environment Act 1987*.

Adjustment Index means the Australian Bureau of Statistics Price Index, Output of Construction Industry – Victoria publication series 6427.0 Table 15 or if the index ceases to exist, the nearest equivalent index.

Agreed Value in respect of the whole of the Open Space Land means \$1.00 excluding GST.

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

Amendment means an amendment to the Planning Scheme which has the effect of including any part of the Subject Land within the Urban Growth Boundary and in an Urban Growth Zone or a residential zone.

Approval Date means the date on which the Amendment comes into operation under section 37 of the Act.

CFA Preferred Requirements means the CFA's preferred requirements set out in *CFA Preferred Requirements (November 2006)* as amended from time to time but currently including a 4.5 metre horizontal clearance and 4.0 metre vertical clearance requirement for fire trucks.

CPI means the annual Consumer Price Index (All Groups – Melbourne) as published by the Australian Bureau of Statistics.

Development Contribution means the development contribution payable under the Development Contribution Plan.

GAIC means the Growth Areas Infrastructure Charge under the Act.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Open Space Land means that part of the Subject Land which is identified or delineated as "Parkland" or the like on the Property Plan, being land which is to be incorporated into the Quarry Hills Regional Park.

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

party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.



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

Property Plan means the plan attached to this agreement and marked with the letter "A" for identification.

Quarry Hills Regional Park means the regional park by the same or similar name proposed by Council to be established generally in the vicinity identified in the Quarry Hills Regional Park Plan.

Quarry Hills Regional Park Plan means the plan attached to this agreement and marked with the letter "B" for identification.

Schedule means the schedule to this Agreement.

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

Subject Land means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

Urban Land means that part of the Subject Land which is identified or delineated as "Developable Land" or the like on the Property Plan, being land which may be developed for residential purposes.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

AJ989341E





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3. Specific Obligations of the Owner

3.1 The Owner acknowledges and agrees that:

3.1.1 Transfer of Open Space Land

- (a) the Owner will transfer to or vest in Council the Open Space Land:
 - (i) concurrent with the registration of any Plan of Subdivision in respect of the Subject land for the Agreed Value but no later than within 90 days of the Approval Date; and
 - (ii) free of all encumbrances, charges or liens of any kind including any GAIC liability;
 - (iii) in a state which is to the best endeavours of the Owners, free of noxious and environmental weeds to the satisfaction of Council;
- (b) the Owner will fence the boundary between the Open Space Land and the Urban Land with a rural type post and wire fence at no cost to Council and to the satisfaction of Council within 120 days of the Open Space Land being transferred to or vesting in Council or by such later date agreed to by Council;

3.1.2 Access to land

- (a) until permanent all weather vehicular access is provided to the Open Space Land, the Owner will:
 - (i) provide access to the Open Space Land via the Urban Land to Council for the purpose of maintaining the Open Space Land and to emergency services with such access complying with the CFA Preferred Requirements;
 - (ii) be solely responsible for the ongoing maintenance and upkeep of the Access Alignment;
 - (iii) provide a vehicular turn around area within the Access Alignment designed to cater for an 8.8 metre fire/maintenance truck and accommodate a 3 point turn for a fire/maintenance truck.

3.1.3 Payment of Development Contribution

- (a) in addition to any infrastructure charge payable to the State Government or the Growth Areas Authority, prior to the issue of a Statement of Compliance in respect of any Plan of Subdivision in respect of the Subject Land, the Owner must pay a development contribution to Council in respect of the Urban Land calculated on a pro rata basis at a rate of \$35,000 per hectare exclusive of GST;
- (b) the development contribution referred to in clause 3.1.3(a) of this Agreement must be adjusted either upwards on 1 July 2012 and 1 July each year thereafter until it is paid by reference to the Adjustment Index as follows;

$$\text{Development Contribution (for current period)} \times \text{Adjustment Index} = \text{Development Contribution (for the next period)}$$

3.1.4 Precinct Structure Plan or Development Plan





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the development potential of the Urban Land will be determined pursuant to a structure plan or a development plan to be prepared in respect of the Urban Land in accordance with the planning controls applying to the Urban Land at the time it is proposed for development.

4. Acknowledgement by Parties

4.1 The Parties acknowledge and agree that:

- 4.1.1 subject to this Agreement, Council will pursue an Amendment in respect of the Subject Land;
- 4.1.2 Council will use the Open Space Land for open space purposes or transfer the Open Space Land to Parks Victoria for open space purposes;
- 4.1.3 the Agreed Value is intended to replace the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act* 1986 and the Act in respect of the Open Space Land;
- 4.1.4 upon payment being made in respect of the Open Space Land at the Agreed Value in accordance with this Agreement, no other compensation is payable for the effect of severance or for solatium as those terms of concepts are understood in the context of the Land Acquisition and Compensation Act 1986 or for any other category of or form of loss or compensation in respect of the Open Space Land subject of the Agreement;
- 4.1.5 the Owner is responsible for the payment of all costs and disbursements associated with the transfer or vesting of the Open Space Land to Council;
- 4.1.6 the Owner will provide a certificate from the State Revenue Office certifying that all GAIC liabilities in respect of the Open Space Land have been discharged.

5. Further Obligations of the Owner

5.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

5.2 Further actions

The Owner further covenants and agrees that:

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

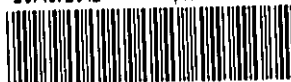
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5.3 Council's Costs to be paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, all of Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. Owner's Warranties

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

8. Successors in Title

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

- 8.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.1.2 execute a deed agreeing to be bound by the terms of this Agreement.

9. General Matters

9.1 Notices

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

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

9.2 Service of Notice

A notice or other communication is deemed served:



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- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

9.3 No Waiver

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

9.4 Severability

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

9.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land including the provision of public open space in accordance with standard C13 of Clause 56 of the Planning Scheme or relating to any use or development of the Subject Land.

10. GST

- 10.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.
- 10.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 10.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 10.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 10.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 10.3.

11. Commencement of Agreement

This Agreement commences on the Approval Date.

12. Ending of Agreement

- 12.1 This Agreement ends:

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Maddocks

- 12.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or
 - 12.1.2 if the Amendment is not approved by the Minister in accordance with the Act within 5 years from the date of this Agreement.
- 12.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner execute an application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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25/10/2012 \$110.30 173





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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL OF WHITTLESEA CITY COUNCIL was hereunto affixed in the presence of:



De [Signature] Delegate

Signed by Adam Scott Healey in the presence of:

Witness

[Signature]
QUANG TRAN

Mortgagees' Consents

ABN 12 004 044 937

National Australia Bank Ltd as Mortgagee of registered mortgage No. AC783315P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement. *LING C PHUNG*

Executed by National Australia Bank Ltd by its Attorney, who holds the position of Level 3 Attorney under Power of Attorney dated 11/3/2007 (a certified copy of which is filed in permanent order book No 277 Page 225 Item number 35) in the presence of

WITNESS.

MANIK ASANKA SURIYARATCHI

FULL NAME

A R Pennell Investments Pty Ltd as Mortgagee of registered mortgage No. AG298329W consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

[Signature]
ALLEN ROBERT PENNELL

[Signature]
ATTORNEY





Maddocks

Schedule 1

The Subject Land:

Address: 25 Regent Street, Mernda, Victoria

Certificate of Title Details: Volume 10256 Folio 648





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Annexure A – The Property Plan

INFORMATION ONLY

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25/10/2012 \$110.30 173

Quarry Hills

Scale at A3 - 1:5,000



23, 90 Sackville Street

Total Area = 11Ha

Developable Area = 10.5Ha

Parkland = 0.5Ha

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173



Civic Centre, Farnes Blvd
South Morang, Victoria 3752
Locked Bag 1
Bundoora VIC 3083





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Annexure B – The Quarry Hills Regional Park Plan

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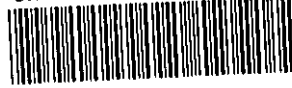


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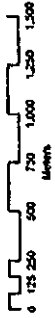
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Quarry Hills

Scale at A3 - 1:25,000

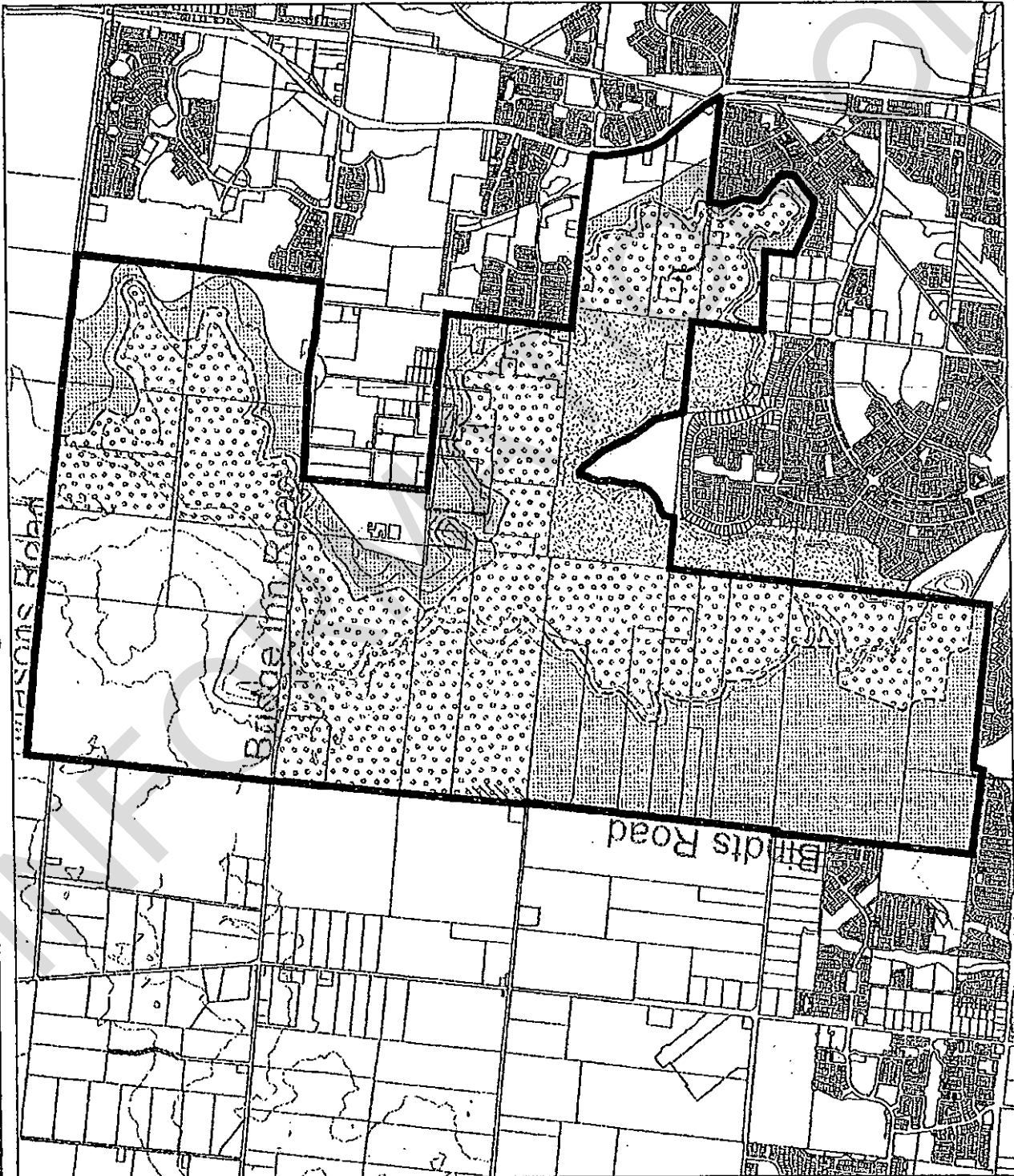


Quarry Hills Regional Park Plan

- Land within existing Urban Growth Boundary
- Quarry Hills/Darwin Creek Study Area
- Potential Urban Land
- Existing Quarry Hills Parkland
- Proposed Quarry Hills Parkland



City of Whittlesea
Office Centre, Farnham Blvd
South Whittlesea VIC 3752
Locked Bag 1
Bundoora VIC 3083



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**Application by a responsible authority for the
making of a recording of an agreement**
Section 181 Planning and Environment Act 1987

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AQ435302W

11/11/2017

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173



Lodged by

Name: FINDLAY ARTHUR PHILLIPS

Phone: 03 9827 3111

Address: DX 32805 COMO

Reference: MGW:6040/10

Customer code: 1389K

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

Land:(volume and folio)

VOLUME 10256 FOLIO 648

Responsible authority:(full name and address, including postcode)

WHITTLESEA CITY COUNCIL, FERRES BOULEVARD, SOUTH MORANG VIC 3752

Section and act under which agreement is made:

SECITON 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

Signing: DATED: 3/11/17

THE COMMON SEAL of)
WHITTLESEA CITY COUNCIL)
was affixed in the presence of)

 Delegate



35271702A

181PEA

Page 1 of 21 of 0E

THE BACK OF THIS FORM MUST NOT BE USED

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

Date

3 November

2017

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11/11/2017

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173



WHITTLESEA CITY COUNCIL

AND

ADAM SCOTT HEALEY

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

Findlay Arthur Phillips

Suite 27, Level 3, 25 Claremont Street

South Yarra VIC 3141

DX 32805 Como

Email:

Ref: MGW:6040/10

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11/11/2017

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THIS AGREEMENT is made the **3** day of **NOVEMBER** 2017

BETWEEN **Whittlesea City Council** of 25 Ferres Boulevard, South Morang,
Victoria 3752 (Responsible authority)

AND **Adam Scott Healey** of 35 McCallum Road, Doncaster East, Victoria
(Owner)

RECITALS

- A. The owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land at 25 Regent Street, Mernda being lot 1 on Title Plan 079773K and more particularly described in certificate of title volume 10256 folio 648 (subject land).
- B. The responsible authority is responsible for the administration and enforcement of the Whittlesea planning scheme (planning scheme) pursuant to the provisions of the Planning and Environment Act 1987 (the Act).
- C. On 15 July 2014 the responsible authority issued planning permit number 714441 allowing for a multi lot subdivision and the removal of native vegetation in accordance with the endorsed plans
- D. Conditions 32 and 34 of the planning permit requires the owner to enter into this agreement to provide for the matters set out in those conditions.
- E. At the date of this Agreement, the subject land is encumbered by Mortgage No. AN934912L in favour of Westpac Banking Corporation (Mortgagee) and Caveat No. AQ326617D in favour of Mernda Property Development Co. Pty Ltd (Caveator).
- F. The responsible authority and the owner have agreed that, without restricting or limiting their respective powers to enter into this agreement, and insofar as it can be so treated, this agreement is an agreement entered into pursuant to section 173 of the Act.
- G. The responsible authority and the owner have entered into this agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the planning scheme.

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OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Definitions

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

- (a) **Act** means the Planning and Environment Act 1987;
- (b) **Agreement** means this agreement and any agreement executed by the parties varying or expressed to be supplemental to this agreement;
- (c) **Subject land** means the land described in recital A;
- (d) **Owner** means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a mortgagee in possession;

- (e) **Planning permit** mean the planning permit referred to in recital C, including any plans endorsed under the planning permit;
- (f) **Planning scheme** means the Whittlesea planning scheme and any successor instrument or other planning scheme which applies to the subject land;
- (g) **Responsible authority** means the City of Whittlesea 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;
- (h) **Tree Protection Plan** means the plan contained in Annexure A;
- (i) **Tree Protection Zone** means the areas ~~shaded red~~ ^{marked "A"} on the Tree Protection Plan; and
- (j) **Tribunal** means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

3. **Specific obligations of the owner**

The owner covenants with the responsible authority that:

- (a) **Tree Protection**
 - (i) No buildings or works (including paving) shall be constructed or development occur within the boundaries of the Tree Protection Zones.
 - (ii) No trees shown for retention shall be removed, lopped or destroyed without approval of the responsible authority.
 - (iii) In the event that a tree is removed for any reason or, substantially damaged to the extent that the tree must be removed, a new advanced tree of the same species must be reinstated within the Tree Protection Zone. Prior to re-instatement the entire tree including roots must be removed from the site.
 - (iv) Any tree that is removed from the site must be made available for use by the responsible authority within the local area for habitat or public art purposes.
 - (v) Any tree that is removed or destroyed will be subject to the appropriate offset and net gain requirements as specified in the Whittlesea Planning Scheme and / or relevant state government requirements/ legislation applicable at the time relating to offset requirements.

(b) **Fences abutting open space reserves**

The maintenance and repair of all fences (excluding the removal of graffiti) abutting open space or tree reserves shall be the responsibility of the owner of each lot abutting the reserve

AQ435302W

11/11/2017

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(except where damage to the fence is caused by the responsible authority or its representatives whilst undertaking maintenance works to the reserve).

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4. Further obligations of the owner

The owner further covenants that:

- (a) The owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the subject land or any part of it without first disclosing to its successors the existence and nature of this agreement;
- (b) The owner will do all that is necessary to enable the responsible authority to make an application to the Registrar of Titles to make a recording of this agreement on the certificate of title to the subject land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
- (c) The owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this agreement if deemed necessary by the responsible authority. The owner hereby agrees that any such costs are and remain a charge on the subject land until paid, and consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable;
- (d) That until such time as this agreement is registered on the title to the subject land, the owner shall 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;
- (e) The owner agrees to indemnify and keep indemnified the responsible authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this agreement and/or any non-compliance with this agreement; and
- (f) The owner agrees to allow the responsible authority to enter the subject land at any reasonable time to assess compliance with this agreement.
- (g) The Owner further covenants and agrees that the Owner will immediately pay to Council, all of Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and

recording of this Agreement which are and until paid will remain a debt due to Council by the Owner.

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11/11/2017 \$94.60 173



5. Owner's warranties and acknowledgements

- (a) The owner warrants that:
- (i) It is the registered proprietor, or entitled to be so, of the subject land;
 - (ii) There are no mortgages, liens, charges or other encumbrances affecting the subject land which are not disclosed by the usual searches; and
 - (iii) If the subject land is affected by a mortgage, the mortgagee of the subject land consents to the owner entering into this agreement and the agreement being registered on the title to the subject land.
- (b) The owner acknowledges that any obligations imposed on the owner under this agreement take effect as separate and several covenants which are annexed to the subject land and run at law and in equity with the land and every part thereof and bind the owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the subject land.

6. Agreement under Section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

7. Successors in Title

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

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

8. Default

If the owner defaults or fails to perform any of its obligations under this agreement the responsible authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the owner. The owner hereby consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of

any such costs, and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable.

9. No waiver

Any time or other indulgence granted by the responsible authority to the owner or any variation of the terms and conditions of this agreement or any judgment or order obtained by the responsible authority against the owner will not in any way amount to a waiver of any of the rights or remedies of the responsible authority in relation to the terms of this agreement.

10. No fettering of powers of responsible authority

The owner expressly acknowledges and agrees that nothing in this agreement nor the performance by the owner of any of its obligations under this agreement does or will restrain, limit or otherwise fetter the exercise by the responsible authority of the powers, duties and discretions that the responsible authority has or may have, as planning authority, responsible authority or otherwise, under the Act or under the planning scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

11. 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.

12. Severability

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

13. Commencement of agreement

Unless otherwise provided in this agreement, this agreement shall commence on the date of this agreement.

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AQ435302W

11/11/2017 \$94.60 173



Execution page

SIGNED SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement

**THE COMMON SEAL OF
WHITTLESEA CITY COUNCIL** was
hereunto affixed in the presence of::)
)
)



[Signature]
.....
Delegate

SIGNED SEALED AND DELIVERED)
by **ADAM SCOTT HEALEY** in the)
presence of::)

[Signature]

[Signature]
.....
Witness

MORTGAGEE'S CONSENT

Westpac Banking Corporation as Mortgagee of registered mortgage No. AN934912L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession agrees to be bound by the covenants and conditions of this Agreement

SIGNED SEALED AND DELIVERED)
for WESTPAC BANKING)
CORPORATION ABN 33)
007 457 141 by its attorney under)
power of attorney dated)
Permanent Order Book)
registration ...No. 237...Page 016)
in the presence of:)
)
)

By executing this document the attorney states that they have received no notice of revocation of the power of attorney

[Signature]

Name: *Leng Lim*
Tier: **Tier Three Attorney**
Date: *2/11/17*

[Signature]
.....
Signature of witness

WARREN MEMBERY
.....
Print name of witness

AQ435302W

11/11/2017

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CAVEATOR'S CONSENT

Mernda Property Development Co. Pty Ltd as Caveator of registered caveat No. AQ326617D consents to the Owner entering into this Agreement and agrees to be bound by the covenants and conditions of this Agreement

EXECUTED AS A DEED by **MERNDA
PROPERTY DEVELOPEMNT CO.
PTY LTD A.C.N. 162 600 151**in
accordance with section 27 of the
Corporations Act 2001 (Cth) by being
signed by the person authorised to sign
on behalf of the company:

Anthony Josephn Stafford
67-69 Enfield Avenue Park Orchards
Vic 3114
Sole Diector and Sole Secretary

Annexure A - Tree Protection Plan



INFORMATION ONLY

F WHITTLESEA
PLANS & SPECIFICATIONS
HOLIDAY TO SECTION 15
DIVISION ACT 1988
DOREEN S. 733607W
22-11-2015
DATE

AQ435302W
11/11/2017 \$94.60 173



DALTON CONSULTING ENGINEERS
MERIDA PROPERTY DEVELOPMENT CC
25 REGENT STREET MERIDA
STAGE 1
LAYOUT PLAN
Drawing No. 11893.1L901 Rev W
Scale 1:5000
North Arrow
Grids: 100m
Units: m, ft
Date: 11/11/2017
Author: DOREEN S. 733607W
Check: [Signature]
Draw: [Signature]
Rev: W

NOT TO BE USED FOR CONSTRUCTION

REV	DESCRIPTION	DATE	APPROVED
1	FOR SUBMITTAL TO COUNCIL	11/11/2017	[Signature]
2	COUNCIL APPROVAL	11/11/2017	[Signature]
3	COUNCIL APPROVAL	11/11/2017	[Signature]
4	FOR SUBMITTAL TO COUNCIL	11/11/2017	[Signature]
5	COUNCIL APPROVAL	11/11/2017	[Signature]

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NOTE:
ALL EXISTING UTILITIES, EXCEPT FOR THE EXISTING WATER MAIN, ARE SHOWN AS LOCATED BY THE CITY OF MERRIDA. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

WARNING:
THE LOCATION OF EXISTING SERVICES ABOVE OR BELOW THE PROPOSED CONSTRUCTION SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.



CITY OF MERRIDA
ENGINEERING & PLANNING
APPROVED FOR THE CITY OF MERRIDA
DATE: 11/11/2017

GRAVENS ROAD
SECTION 16
7.33.60.1W

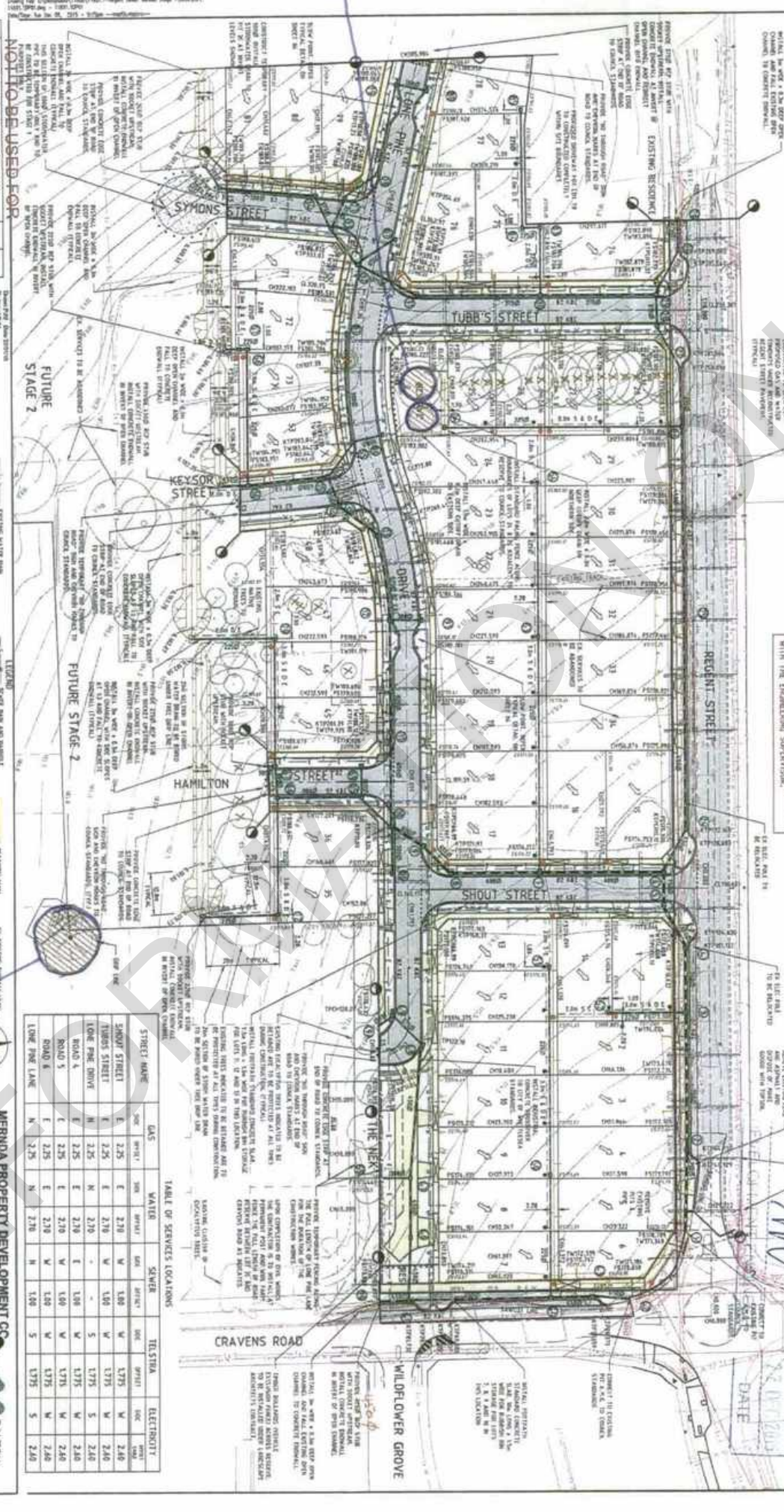


TABLE OF SERVICES LOCATIONS

STREET NAME	DATE	WATER	SEWER	TELSTRA	ELECTRICITY
SHOBY STREET	2.25	E	2.10	W	2.40
TUBBS STREET	2.25	E	2.10	W	2.40
KEYSER STREET	2.25	E	2.10	W	2.40
HAMILTON STREET	2.25	E	2.10	W	2.40
GRAVENS ROAD	2.25	E	2.10	W	2.40
WILFLOWER GROVE	2.25	E	2.10	W	2.40

NO TO BE USED FOR CONSTRUCTION

ITEM	DATE	APPROVED
1. EXISTING UTILITIES	11/11/2017	173
2. EXISTING UTILITIES	11/11/2017	173
3. EXISTING UTILITIES	11/11/2017	173
4. EXISTING UTILITIES	11/11/2017	173
5. EXISTING UTILITIES	11/11/2017	173
6. EXISTING UTILITIES	11/11/2017	173
7. EXISTING UTILITIES	11/11/2017	173
8. EXISTING UTILITIES	11/11/2017	173
9. EXISTING UTILITIES	11/11/2017	173
10. EXISTING UTILITIES	11/11/2017	173

MERRIDA PROPERTY DEVELOPMENT CO.
25 REGENT STREET MERRIDA
STAGE 1
DETAIL PLAN
Drawing No. 11891, 11892, 11893
Rev. 0
11/11/2017
173

DALTON CONSULTING ENGINEERS
400 79 435 321 049
7.33.60.1W
7.33.60.1W
7.33.60.1W

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AT390567C
Number of Pages (excluding this cover sheet)	5
Document Assembled	21/11/2024 09:18

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Application to record an instrument

Section 45 Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020

Lodged by

Name: *WARRICK MCGRATH*

Address: *8 NICHOLSON ST. EAST MELBOURNE 3002*

Reference:

Customer code: *237655*

The Secretary of the Department of Environment, Land, Water and Planning applies for the recording of a notification in the Register that an environmental mitigation levy may be payable.

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AT390567C

Land: (volume and folio)

SEE ATTACHMENT

Applicant: (full name and address, including postcode)

*JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
8 NICHOLSON ST. EAST MELBOURNE 3002*

Signing:

Executed on behalf of

JOHN BRADLEY, SECRETARY, DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING

Signer Name

*WARRICK MCGRATH, DIRECTOR, REGULATORY STRATEGY AND DESIGN,
DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING
PURSUANT TO INSTRUMENT OF DELEGATION DATED 1 JULY 2020*

Signature

Warrick McGrath

Execution Date

1/ JULY/2020

Full Name of Witness

ANGUS WILLIAMSON

Witness Signature

[Signature]

35271702A

MSA1

Page 1 of 1

THE BACK OF THIS FORM MUST NOT BE USED

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

AT390567C

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
586/111	11862/853	11917/655	11949/051	11982/726	12004/463	12037/471
645/920	11862/859	11917/665	11949/057	11982/729	12004/471	12037/476
2232/231	11862/871	11917/678	11949/078	11982/732	12005/071	12037/481
2468/575	11862/872	11917/698	11949/080	11982/764	12005/078	12037/482
2551/057	11864/711	11917/717	11949/211	11982/933	12005/411	12039/048
3465/824	11864/723	11917/726	11949/212	11982/987	12005/415	12039/050
4019/684	11864/727	11918/472	11949/217	11984/388	12006/655	12039/056
5823/592	11864/748	11918/473	11949/225	11984/390	12006/657	12039/058
6229/723	11866/743	11918/490	11949/226	11984/401	12006/667	12039/061
6588/416	11866/753	11918/494	11949/232	11984/406	12006/670	12039/064
8072/405	11866/774	11918/499	11949/235	11984/408	12007/332	12039/074
8075/235	11866/966	11918/504	11949/236	11984/421	12007/333	12039/076
8153/441	11868/105	11918/517	11949/242	11984/428	12010/470	12039/338
8154/334	11868/106	11920/063	11949/249	11984/434	12010/479	12039/353
8235/066	11869/393	11920/263	11949/256	11984/451	12010/484	12039/372
8260/388	11869/913	11920/265	11949/269	11984/452	12010/487	12039/384
8289/600	11869/921	11920/291	11949/278	11984/453	12010/502	12039/388
8319/753	11869/939	11920/366	11949/282	11984/456	12010/713	12039/389
8338/001	11869/960	11920/473	11949/284	11984/459	12010/714	12039/390
8353/923	11869/961	11920/476	11949/285	11984/462	12010/715	12039/394
8372/793	11869/964	11920/483	11949/305	11984/465	12010/717	12039/403
8379/885	11870/523	11920/484	11949/782	11984/489	12010/725	12039/404
8400/901	11870/524	11920/502	11949/786	11985/235	12010/733	12039/420
8412/401	11870/538	11920/503	11949/789	11985/240	12010/741	12039/438
8452/913	11870/544	11922/665	11949/792	11985/258	12010/754	12039/439
8452/931	11870/545	11922/707	11950/057	11985/282	12011/424	12039/440
8459/281	11870/546	11922/710	11950/067	11985/297	12011/433	12039/441
8478/729	11870/673	11922/713	11950/075	11986/660	12011/451	12039/442
8485/458	11870/677	11922/716	11950/093	11986/665	12011/452	12039/443
8485/475	11870/685	11922/718	11950/228	11986/668	12011/456	12039/461
8485/493	11870/696	11922/719	11952/962	11986/669	12015/189	12039/492
8485/538	11871/734	11922/726	11952/964	11987/026	12015/196	12039/494
8485/540	11871/749	11922/732	11952/989	11989/481	12015/199	12039/512
8485/546	11872/336	11922/741	11952/992	11989/509	12017/378	12039/517
8485/547	11872/341	11923/159	11952/995	11989/603	12017/379	12040/279
8485/551	11872/343	11923/164	11952/998	11989/746	12017/388	12040/290
8485/556	11872/353	11923/177	11953/006	11989/754	12017/476	12040/294
8506/147	11872/355	11923/183	11953/007	11989/755	12017/492	12040/299
8520/173	11874/131	11923/222	11953/199	11989/765	12017/496	12040/336
8521/749	11874/404	11923/229	11953/207	11989/770	12018/822	12040/543
8521/758	11874/423	11923/232	11953/225	11989/910	12018/823	12040/553
8521/760	11874/424	11923/236	11953/378	11989/924	12018/836	12040/562
8521/775	11874/426	11923/245	11953/383	11989/925	12018/839	12040/612
8521/779	11874/434	11923/247	11954/909	11989/927	12018/841	12040/622
8521/784	11874/544	11923/250	11954/911	11989/946	12018/843	12040/632

AT390567C

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8521/795	11874/553	11924/273	11954/916	11990/037	12018/913	12040/633
8521/804	11874/730	11924/775	11954/929	11990/040	12018/935	12040/636
8539/185	11877/002	11924/784	11954/956	11990/042	12018/938	12041/153
8540/602	11877/011	11924/788	11954/957	11990/048	12019/537	12041/154
8540/873	11877/014	11924/789	11954/959	11990/050	12019/538	12041/169
8546/308	11877/015	11924/922	11956/390	11990/052	12019/543	12043/041
8549/657	11877/019	11924/935	11956/425	11990/079	12019/563	12043/047
8549/658	11877/020	11924/946	11956/740	11990/099	12019/570	12043/054
8556/276	11877/025	11925/763	11957/069	11990/103	12019/727	12043/057
8559/102	11877/030	11925/771	11957/071	11990/249	12022/011	12043/065
8570/012	11877/037	11925/774	11957/077	11990/253	12022/015	12046/735
8576/175	11881/426	11925/794	11957/081	11990/623	12022/024	12046/738
8603/842	11881/427	11926/015	11957/092	11990/644	12022/026	12046/742
8616/406	11881/428	11926/167	11957/097	11990/660	12022/028	12046/750
8634/882	11882/894	11926/168	11957/107	11990/662	12022/032	12046/753
8638/791	11882/897	11926/191	11957/108	11990/680	12022/033	12046/758
8641/757	11884/345	11926/279	11957/120	11990/718	12022/420	12046/761
8646/467	11884/368	11926/280	11959/858	11990/741	12022/426	12046/762
8659/092	11884/375	11926/293	11959/861	11990/751	12022/428	12047/889
8673/641	11884/378	11926/304	11959/880	11990/752	12022/443	12047/896
8681/746	11884/460	11926/305	11961/267	11990/759	12022/461	12047/898
8683/583	11884/486	11926/310	11961/484	11990/763	12022/469	12047/924
8727/999	11884/499	11926/652	11961/502	11990/765	12022/612	12048/335
8735/468	11884/510	11926/654	11961/515	11990/795	12022/622	12048/338
8747/086	11884/523	11926/656	11962/612	11990/799	12022/630	12048/348
8757/993	11885/079	11926/661	11967/438	11990/801	12022/631	12050/550
8785/899	11885/092	11926/665	11967/630	11990/904	12023/348	12050/571
8803/697	11885/231	11926/766	11967/724	11990/909	12023/355	12050/624
8810/763	11885/234	11928/633	11967/736	11990/916	12023/357	12050/848
8820/218	11885/293	11928/634	11967/754	11990/917	12023/359	12050/908
8833/949	11885/294	11928/635	11967/764	11991/314	12023/360	12050/931
8835/307	11885/296	11928/638	11968/861	11992/123	12023/364	12051/170
8842/134	11885/562	11928/862	11968/863	11992/144	12023/368	12051/174
8844/913	11885/566	11929/575	11968/876	11992/148	12023/369	12051/184
8861/950	11885/569	11930/074	11968/881	11992/152	12023/377	12051/382
8864/242	11885/732	11932/345	11968/886	11992/164	12026/355	12051/386
8866/898	11885/738	11932/350	11972/174	11992/293	12026/362	12052/223
8874/267	11885/755	11932/375	11972/175	11992/294	12026/369	12052/232
8879/008	11885/756	11933/408	11972/178	11992/300	12026/377	12052/236
8885/394	11887/040	11933/421	11972/861	11992/309	12026/392	12052/249
8889/658	11887/044	11933/422	11975/393	11992/312	12026/393	12053/398
8895/136	11887/048	11933/852	11975/403	11992/321	12026/394	12053/439
8895/865	11887/064	11934/475	11976/350	11992/418	12026/399	12053/531
8898/691	11887/079	11934/481	11976/792	11992/452	12026/404	12053/562
8900/270	11887/092	11934/483	11976/800	11992/456	12026/414	12053/565

AT390567C

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
8900/274	11887/095	11934/485	11976/811	11992/591	12026/415	12053/569
8900/297	11887/100	11935/645	11977/238	11992/596	12026/972	12053/583
8900/318	11887/110	11935/667	11977/240	11992/599	12026/975	12053/585
8909/819	11887/125	11935/670	11977/249	11992/622	12026/983	12053/586
8945/313	11887/126	11937/326	11977/256	11992/626	12026/993	12053/598
8950/581	11887/627	11937/345	11977/257	11992/636	12027/367	12053/607
8953/965	11887/634	11937/350	11977/263	11992/660	12027/374	12058/528
8954/148	11887/648	11937/388	11978/083	11992/672	12031/629	12058/533
8955/075	11887/653	11937/396	11978/100	11992/678	12031/649	12058/543
8962/218	11887/661	11937/411	11978/106	11992/688	12033/147	12058/554
8967/405	11887/671	11939/043	11978/951	11992/692	12033/152	12058/591
8978/928	11887/673	11939/069	11978/960	11992/693	12034/287	12058/598
8989/801	11889/071	11939/070	11978/961	11993/276	12034/745	12058/600
8989/868	11889/072	11939/072	11978/962	11993/573	12034/813	12058/601
8995/335	11889/073	11939/076	11978/975	11993/578	12034/817	12058/608
9004/424	11889/078	11941/112	11978/980	11993/583	12034/821	12059/992
9023/630	11889/094	11944/136	11979/163	11993/589	12034/824	12059/996
9042/237	11889/941	11944/140	11979/314	11993/596	12034/831	12060/000
9050/021	11889/950	11944/146	11979/317	11993/905	12034/838	12060/004
9056/065	11889/964	11944/153	11979/319	11993/921	12034/842	12060/018
9060/518	11889/989	11944/167	11979/323	11993/924	12034/844	12060/019
9060/561	11890/120	11944/168	11979/329	11993/925	12036/718	12060/025
9070/708	11890/136	11944/197	11979/333	11993/929	12036/720	12060/031
9070/723	11890/232	11944/237	11979/339	11993/930	12036/737	12060/042
9077/350	11890/235	11944/341	11979/421	11994/082	12036/739	12060/044
9080/872	11890/325	11944/360	11979/426	11994/085	12036/744	12060/051
9096/302	11890/327	11944/362	11979/440	11994/090	12036/745	12060/054
9105/145	11892/703	11944/369	11979/443	11994/099	12036/751	12060/056
9109/393	11894/577	11944/370	11979/445	11994/114	12036/765	12060/060
9109/398	11894/594	11944/374	11979/450	11994/115	12036/768	12060/061
9117/024	11899/052	11945/057	11979/568	11994/289	12036/869	12060/172
9121/202	11899/055	11945/075	11979/569	11995/435	12036/874	12060/185
9135/417	11899/063	11945/086	11979/677	11995/977	12036/875	12060/187
9148/765	11899/072	11945/534	11979/686	11995/979	12036/879	12060/193
9181/676	11899/075	11945/548	11979/688	11995/983	12036/886	12060/206
9181/804	11902/433	11945/549	11979/696	11995/989	12036/954	12060/348
9183/748	11902/446	11945/562	11980/429	11996/004	12036/955	12060/696
9193/778	11903/802	11945/566	11980/430	11996/006	12036/957	12060/711
9208/990	11903/806	11945/567	11980/442	11996/009	12036/961	12060/716
9231/022	11904/003	11945/574	11980/446	11996/010	12036/967	12060/717
9271/947	11907/687	11945/577	11980/450	11996/014	12036/968	12060/720
9290/872	11907/690	11945/579	11980/463	11999/408	12036/969	12061/451
9297/224	11910/763	11945/725	11981/490	12000/304	12036/976	12064/402
9307/840	11910/767	11945/731	11981/494	12000/311	12036/981	12064/403
9310/308	11910/768	11947/667	11981/527	12000/318	12036/988	12064/407

AT390567C

Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol	Vol/fol
9312/072	11910/773	11947/669	11982/052	12000/327	12037/017	12064/610
9332/088	11910/774	11947/675	11982/420	12000/329	12037/020	12064/878
9341/958	11910/777	11947/681	11982/423	12000/330	12037/032	12064/887
10044/151	11910/792	11947/687	11982/434	12004/031	12037/034	12064/889
11860/183	11910/798	11947/696	11982/686	12004/032	12037/437	12064/893
11860/189	11914/098	11948/999	11982/688	12004/445	12037/452	12064/904
11860/580	11914/185	11949/000	11982/705	12004/458	12037/454	12064/908
11860/602	11917/654	11949/003	11982/707	12004/461	12037/466	

INFORMATION ONLY

Date of issue
22/11/2024

Assessment No.
1014000

Certificate No.
166937

Your reference
75000194-018-7

Landata
GPO Box 527
MELBOURNE VIC 3001

Land information certificate for the rating year ending 30 June 2025

Property location: 3 Plugges Street MERNDA 3754

Description: LOT: 70 PS: 733608U

AVPCC: 110 Detached Dwelling

Level of values date	Valuation operative date	Capital Improved Value	Site Value	Net Annual Value
1 January 2024	1 July 2024	\$675,000	\$350,000	\$33,750

The Net Annual Value is used for rating purposes. The Capital Improved Value is used for fire levy purposes.

1. Rates, charges and other monies:

Rates and charges were declared with effect from 1 July 2024 and are payable by quarterly instalments due 30 Sep. (1st), 30 Nov. (2nd), 28 Feb. (3rd) and 31 May (4th) or in a lump sum by 15 Feb.

Rates & charges

General rate levied on 01/07/2024	\$1,580.71
Fire services charge (Res) levied on 01/07/2024	\$132.00
Fire services levy (Res) levied on 01/07/2024	\$58.73
Waste Service Charge (Res/Rural) levied on 01/07/2024	\$205.70
Waste Landfill Levy Res/Rural levied on 01/07/2024	\$14.20
Arrears to 30/06/2024	\$0.00
Interest to 22/11/2024	\$0.00
Other adjustments	\$0.00
Less Concessions	\$0.00
Sustainable land management rebate	\$0.00
Payments	\$0.00
Balance of rates & charges due:	\$1,991.34

Property debts

Other debtor amounts

Special rates & charges

nil

Total rates, charges and other monies due	\$1,991.34
--------------------------------------------------	-------------------

Verbal updates may be obtained within 3 months of the date of issue by calling (03) 9217 2170.

Council Offices

25 Ferres Boulevard, South Morang VIC 3752

Mail to: Locked Bag 1, Bundoora MDC VIC 3083

Phone: 9217 2170

National Relay Service: 133 677 (ask for 9217 2170)

Email: info@whittlesea.vic.gov.au

Free telephone interpreter service

   **131 450**

ABN 72 431 091 058

whittlesea.vic.gov.au

2. Outstanding or potential liability / sub-divisional requirement:

There is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under section 18 of the Subdivision Act 1988.

3. Notices and orders:

The following notices and orders on the land have continuing application under the *Local Government Act 2020*, *Local Government Act 1989* or under a local law of the Council:

No Orders applicable.

4. Specified flood level:

There is no specified flood level within the meaning of Regulation 802(2) of the Building Regulations 2006.

5. Special notes:

The purchaser must pay all rates and charges outstanding, immediately upon settlement. Payments shown on this certificate are subject to clearance by the bank.

Interest penalty on late payments

Overdue amounts will be charged penalty interest as fixed under the *Penalty Interest Rates Act 1983*. It will be applied after the due date of an instalment. For lump sum payers intending to pay by 15 February, interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from the day after their due dates. In all cases interest penalty will continue to accrue until all amounts are paid in full.

6. Other information:



Authorising Officer

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the *Local Government Act 2020*, the *Local Government Act 1989*, the *Local Government Act 1958* or under a local law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Payment can be made using these options.



www.whittlesea.vic.gov.au
Ref **1014000**



Phone 1300 301 185
Ref **1014000**



Biller Code **5157**
Ref **1014000**

Property Clearance Certificate
Land Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Table with 2 columns: Field (Your Reference, Certificate No, Issue Date, Enquiries) and Value (24/3131JK, 80835631, 21 NOV 2024, ESYSPROD)

Land Address: 3 PLUGGES STREET MERNDA VIC 3754

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 44611112, 70, 733608, 11939, 70, \$0.00

Vendor: SEEMA RANI & VIRENDER MALIK
Purchaser: FOR INFORMATION PURPOSES

Table with 7 columns: Current Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. Row 1: MS SEEMA RANI, 2024, \$330,000, \$0.00, \$0.00, \$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Table with 6 columns: Current Vacant Residential Land Tax, Year, Taxable Value, Proportional Tax, Penalty/Interest, Total. (Empty row)

Comments:

Table with 5 columns: Arrears of Land Tax, Year, Proportional Tax, Penalty/Interest, Total. (Empty row)

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

Signature of Paul Broderick
Paul Broderick
Commissioner of State Revenue

Table with 2 columns: Field (CAPITAL IMPROVED VALUE, SITE VALUE, CURRENT LAND TAX CHARGE) and Value (\$625,000, \$330,000, \$0.00)



Notes to Certificate - Land Tax

Certificate No: 80835631

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,440.00

Taxable Value = \$330,000

Calculated as \$1,350 plus (\$330,000 - \$300,000) multiplied by 0.300 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 80835631

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 80835631

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3131JK
Certificate No:	80835631
Issue Date:	21 NOV 2024
Enquires:	ESYSPROD

Land Address: 3 PLUGGES STREET MERNDA VIC 3754					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
44611112	70	733608	11939	70	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$625,000
SITE VALUE:	\$330,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 80835631

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / MELBOURNE REAL ESTATE CONVEYANCING

Your Reference:	24/3131JK
Certificate No:	80835631
Issue Date:	21 NOV 2024

Land Address: 3 PLUGGES STREET MERNDA VIC 3754

Lot	Plan	Volume	Folio
70	733608	11939	70

Vendor: SEEMA RANI & VIRENDER MALIK

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 80835631

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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



Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p> <p> Biller Code: 416073 Ref: 80835630</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p> <p> Ref: 80835630</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1090372

APPLICANT'S NAME & ADDRESS

MELBOURNE REAL ESTATE CONVEYANCING C/-
INFOTRACK (LEAP) C/- LANDATA
DOCKLANDS

VENDOR

MALIK, VIRENDER

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

396012

This certificate is issued for:

LOT 70 PLAN PS733608 ALSO KNOWN AS 3 PLUGGES STREET MERNDA
WHITTLESEA CITY

The land is covered by the:

WHITTLESEA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 27
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whittlesea>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

21 November 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

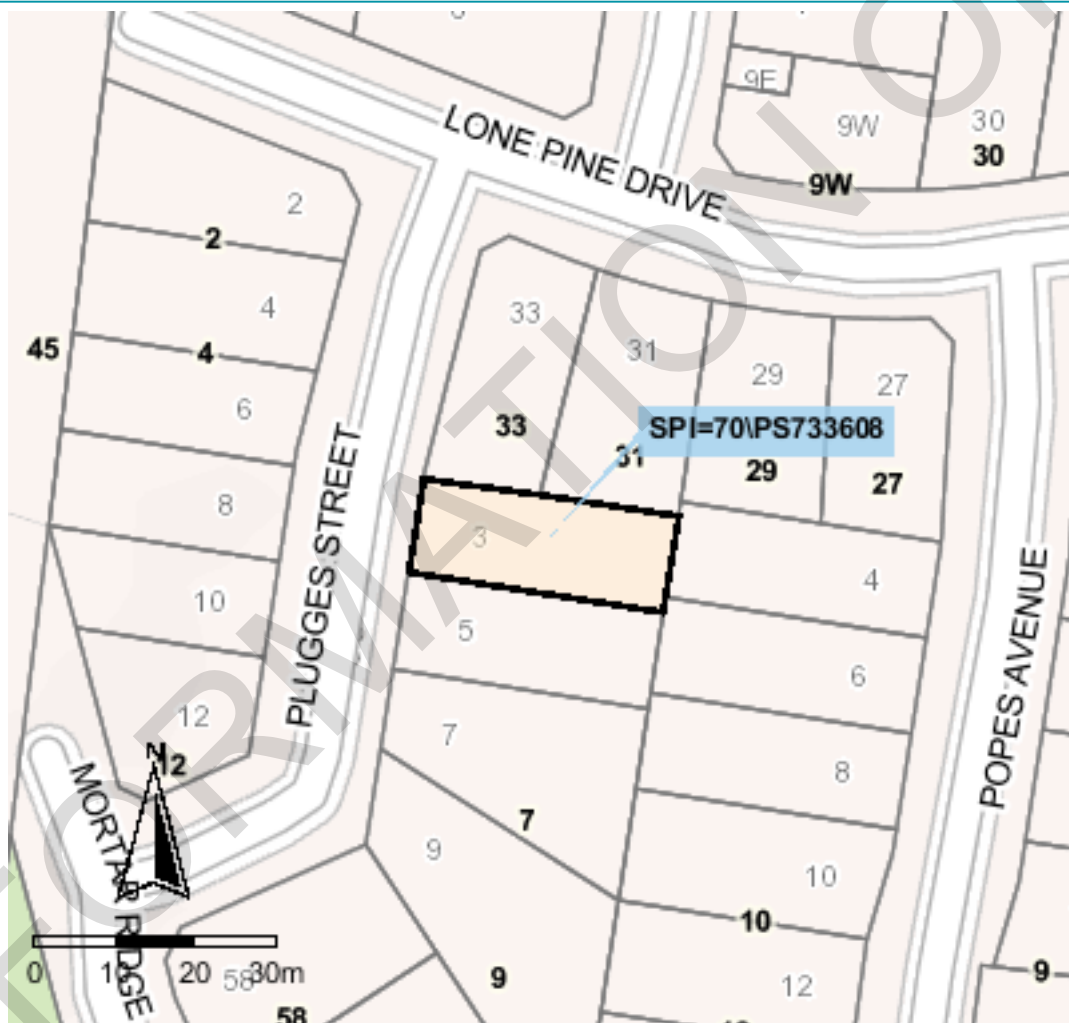
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melbourne Real Estate Conveyancing C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 396012

NO PROPOSALS. As at the 21th November 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

3 PLUGGES STREET, MERNDA 3754
CITY OF WHITTLESEA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 21th November 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 75000194 - 75000194085919 '396012'

21st November 2024

Melbourne Real Estate Conveyancing C/- InfoTrack (
LANDATA

Dear Melbourne Real Estate Conveyancing C/- InfoTrack (,

RE: Application for Water Information Statement

Property Address:	3 PLUGGES STREET MERNDA 3754
Applicant	Melbourne Real Estate Conveyancing C/- InfoTrack (LANDATA
Information Statement	30901592
Conveyancing Account Number	7959580000
Your Reference	396012

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

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Conditions of Connection and Consent
- Rates Certificate

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3 PLUGGES STREET MERNDA 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Property Information Statement

Property Address	3 PLUGGES STREET MERNDA 3754
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STATEMENT UNDER SECTION 158 WATER ACT 1989

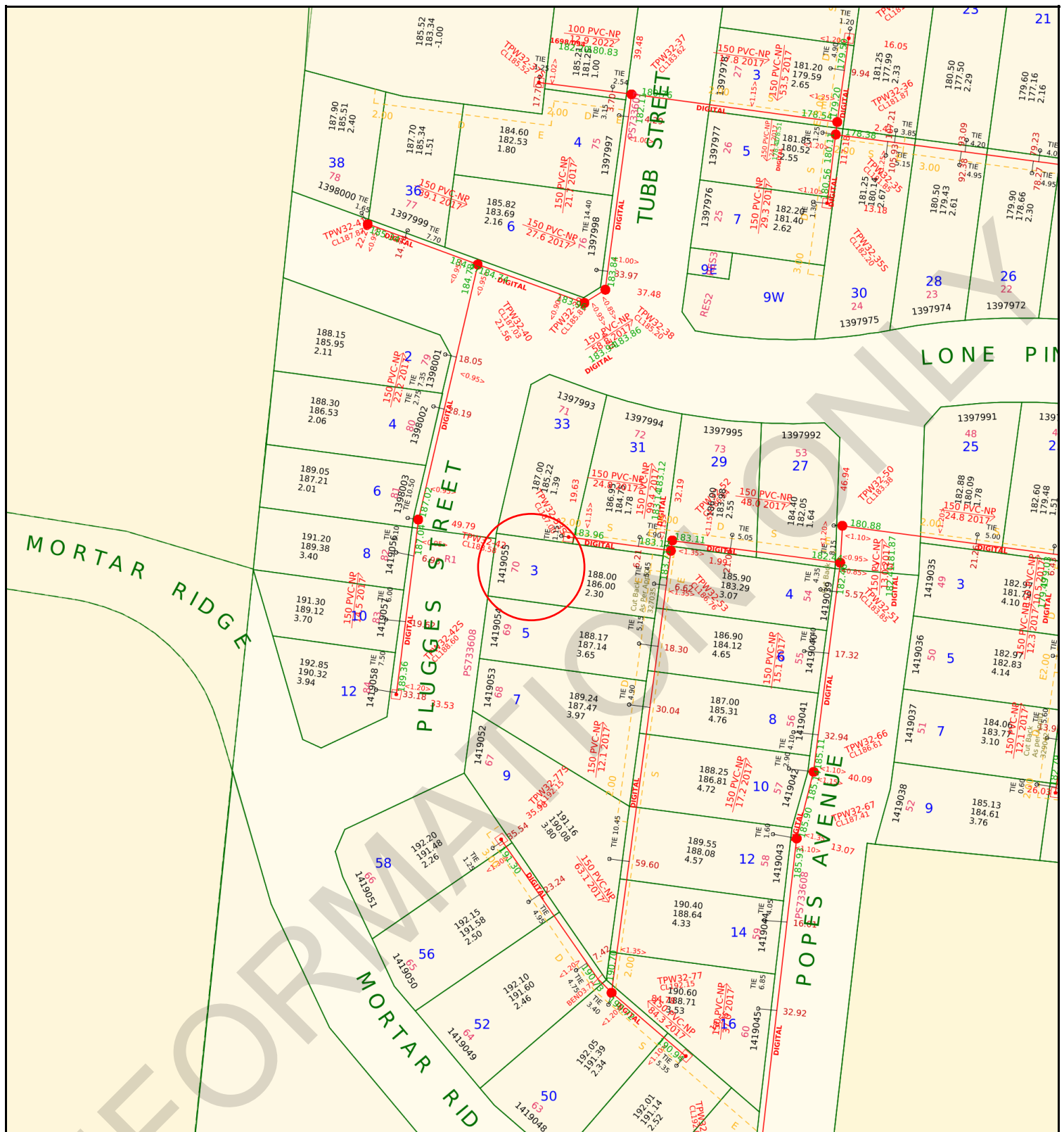
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. For further information please contact Melbourne Water on 9679 7517.

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

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

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



**Yarra Valley Water
Information Statement
Number: 30901592**

Address	3 PLUGGES STREET MERNDA 3754
Date	21/11/2024
Scale	1:1000



ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

31st May 2018

Application ID: 325073

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail**Water****Required Services**

Product	Qty
New Estate Connect-Drinking Water (incl meter w/lock)	1

Sewer**Connection Or Disconnection Details**

Sewer Connection Description	PSP Number
Water & Sewer Connection	1419055

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Select Solutions on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Select Solutions.

The dry tapping will be completed within 4 working days of your booking. Please note that if the location of the dry tapping is not suitable, a plug and retap will be required and a fee will apply. Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable) to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water

website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection branch within the property, Yarra Valley Water approves the endpoint of the YVW sewer branch to be located outside the property and raised to surface with an appropriate approved cover. The sewer branch must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer branches at the site must be cut and sealed by a Yarra Valley Water accredited live sewer contractor.

Following the completion of new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au. Photographs of plans are not acceptable.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

12th April 2018

Application ID: 327035

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
New YVW Sewer Branch	1419055

Service Request Number: 6723496

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

SEWER

A new sewer branch or minor sewer works is required for this development. The sewer branch or minor sewer works must be undertaken by one of Yarra Valley Water's approved live sewer contractors (see attached list).

The approved live sewer contractor will need to submit a pre-construction verification form on the Works Portal at least 3 days prior to any work commencing on Yarra Valley Water's sewer assets.

Where work is required in adjoining properties the applicant must:

1. Give reasonable notice and negotiate access with the respective owners well before any work commences & provide written confirmation to the live sewer contractor verifying access is granted, and
2. Restore the property to its former condition in the area where work was performed.

The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/paving.

Any unused branches at the site must be cut and sealed.

The new sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the new sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

For the construction of a new sewer branch from an existing sewer main please ensure your selected location for the new sewer branch is able to adequately control the entire site via gravity. If the new sewer branch is unable to service the development via gravity connection additional fees and works will apply.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services: or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and

- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

Melbourne Real Estate Conveyancing C/- InfoTrack (
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8213438575
Rate Certificate No: 30901592

Date of Issue: 21/11/2024
Your Ref: 396012

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
3 PLUGGES ST, MERNDA VIC 3754	70\PS733608	5180906	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2024 to 31-12-2024	\$20.86	\$10.43
Residential Water and Sewer Usage Charge Step 1 – 40.920000kL x \$3.43420000 = \$140.53 Step 2 – 40.920000kL x \$4.50590000 = \$184.38 Step 3 – 35.160000kL x \$5.23500000 = \$184.06 Estimated Average Daily Usage \$5.47	06-08-2024 to 07-11-2024	\$508.97	\$427.90
Residential Sewer Service Charge	01-10-2024 to 31-12-2024	\$119.50	\$119.50
Parks Fee	01-10-2024 to 31-12-2024	\$21.98	\$21.98
Drainage Fee	01-10-2024 to 31-12-2024	\$30.77	\$30.77
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$610.58

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
10A PLUGGES ST, MERNDA VIC 3754	A\PS733607	5166107	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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

Property No: 5180906

Address: 3 PLUGGES ST, MERNDA VIC 3754

Water Information Statement Number: 30901592

HOW TO PAY



Bill Code: 314567
Ref: 82134385753

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 26 November 2024 03:58 PM

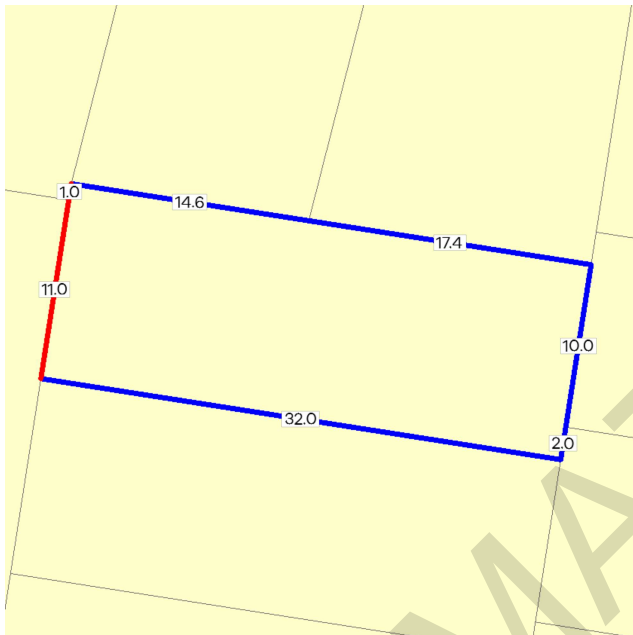
PROPERTY DETAILS

Address: **3 PLUGGES STREET MERNDA 3754**
Lot and Plan Number: **Lot 70 PS733608**
Standard Parcel Identifier (SPI): **70\PS733608**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1014000**
Directory Reference: **Melway 390 C11**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 384 sq. m

Perimeter: 88 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: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

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 be found here - [Planning Property Report](#)

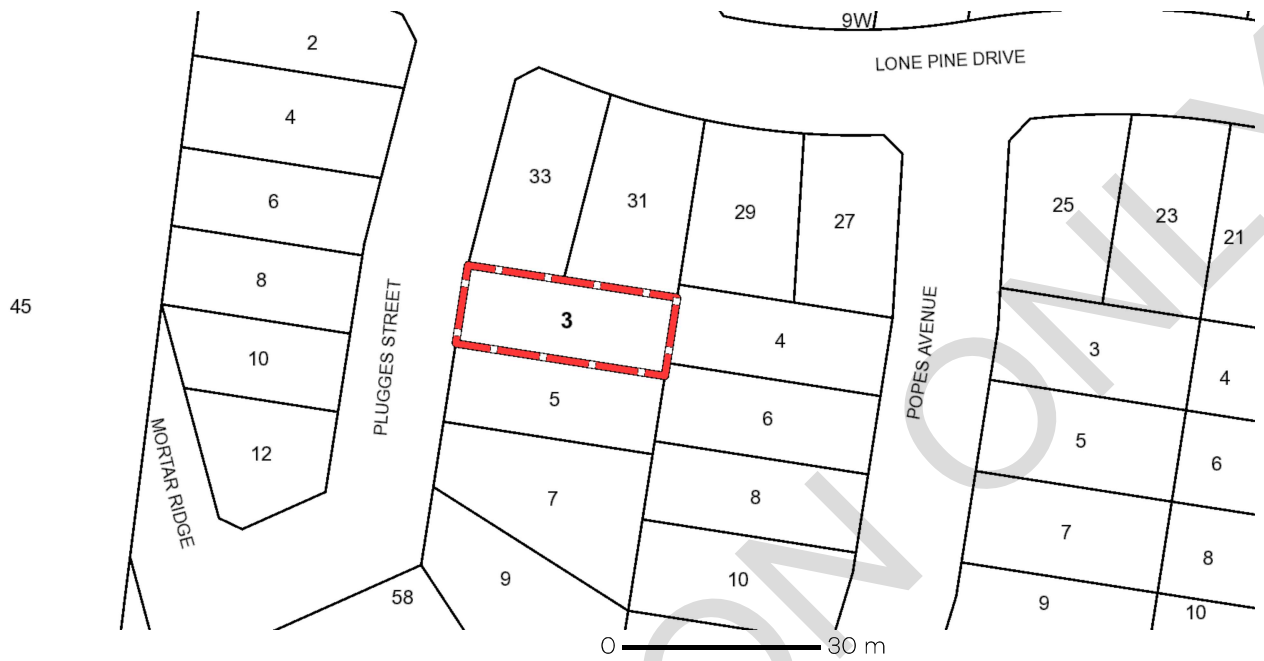
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



Selected Property

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 26 November 2024 03:58 PM

PROPERTY DETAILS

Address: **3 PLUGGES STREET MERNDA 3754**
Lot and Plan Number: **Lot 70 PS733608**
Standard Parcel Identifier (SPI): **70\PS733608**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1014000**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 390 C11**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
Legislative Assembly: **YAN YEAN**

OTHER

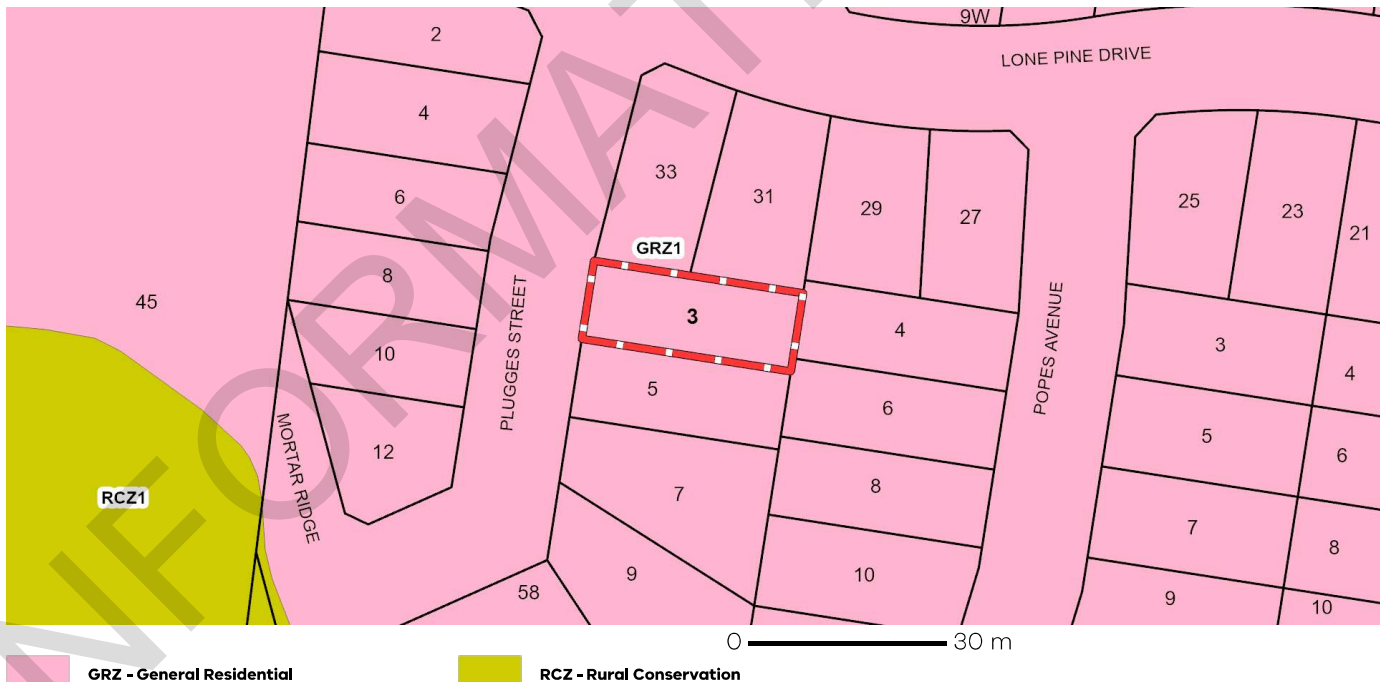
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)

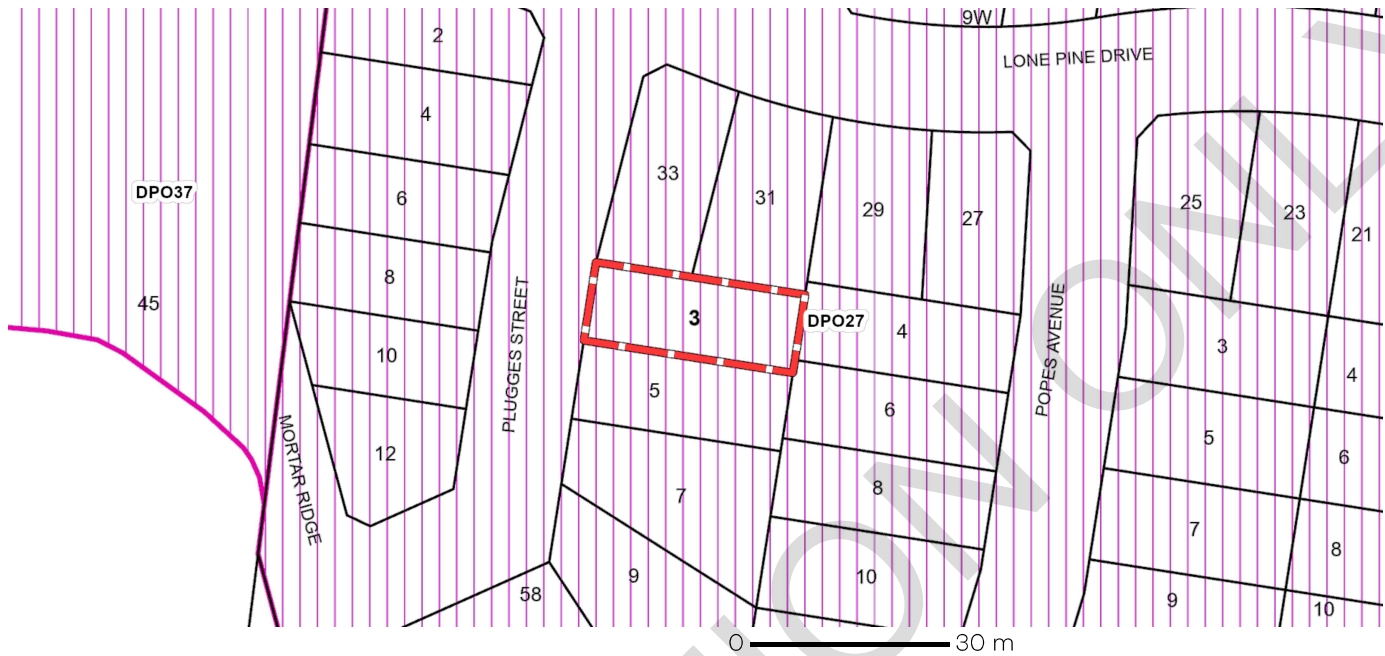


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY – SCHEDULE 27 \(DPO27\)](#)

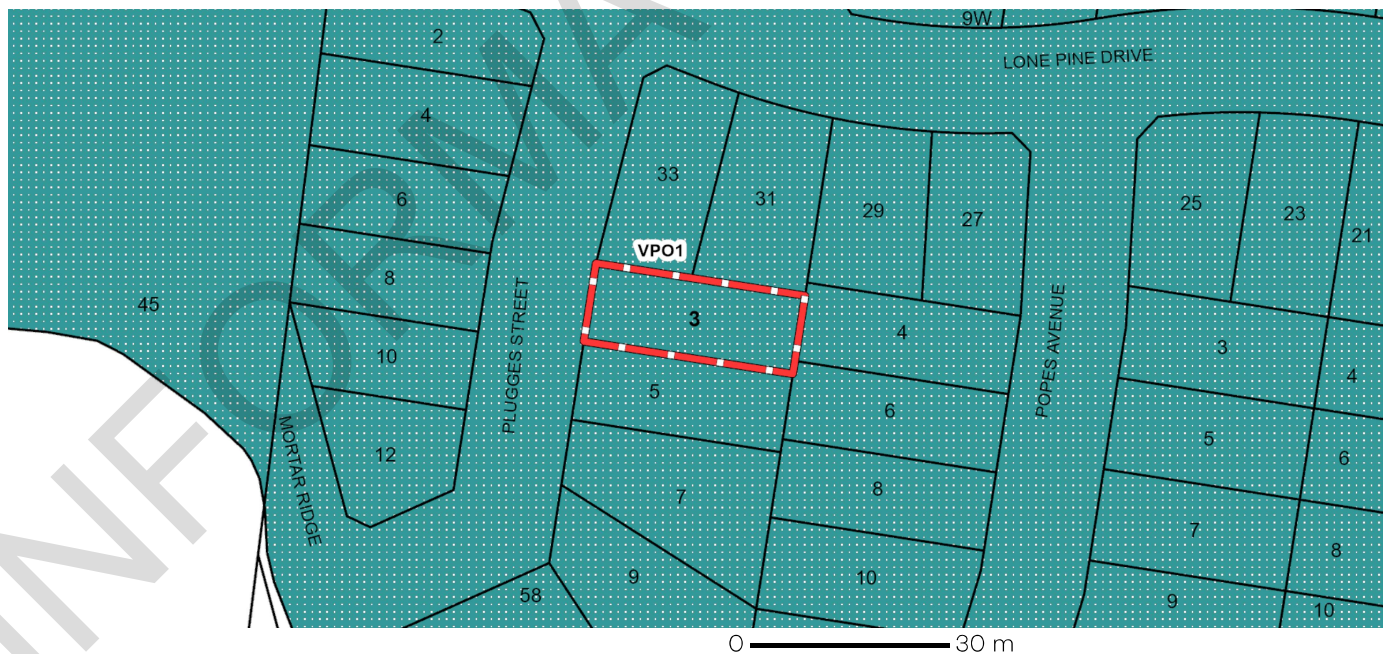


 **DPO - Development Plan Overlay**

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)

[VEGETATION PROTECTION OVERLAY – SCHEDULE 1 \(VPO1\)](#)



 **VPO - Vegetation Protection Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



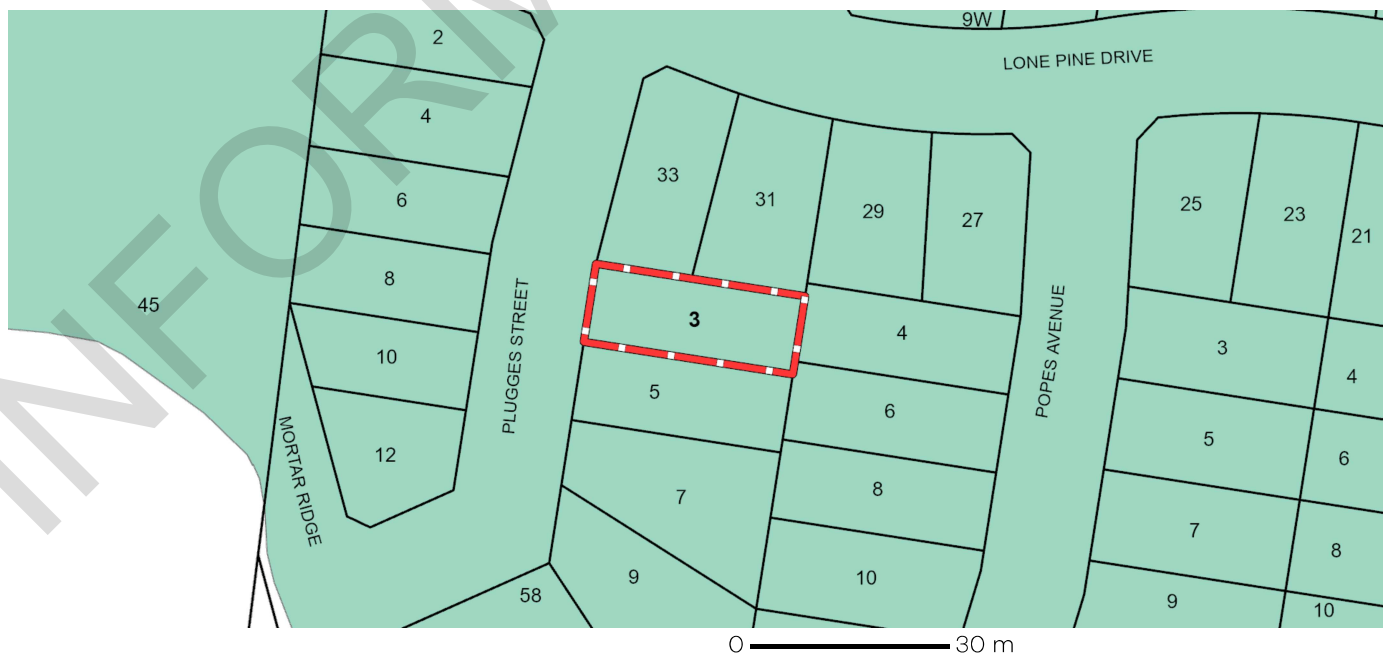
SLO - Significant Landscape Overlay

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

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>



Melbourne Strategic Assessment Area

Further Planning Information

Planning scheme data last updated on 20 November 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 abut 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>

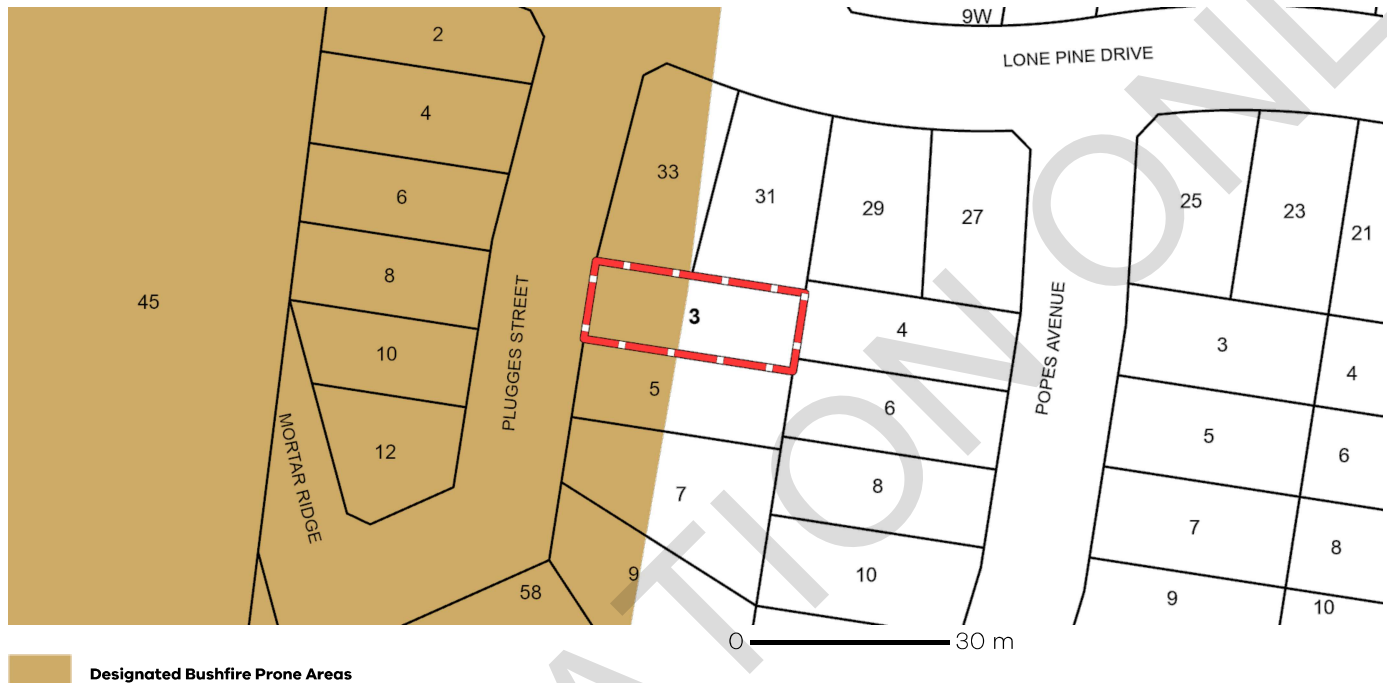
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

BUILDING PERMIT BSU17998/2895518/0

TO: OWNER Virender Malik & Seema Rani
1/8 George St
Ashwood 3147

AGENT King Homes P/L
531 Harkness Road
Melton 3337

ADDRESS FOR SERVING OF NOTICES

Name	King Homes P/L	531 Harkness Road	Melton 3337
Ph1	9743 5543	Ph2	0400 070 063
		Fax no:	9743 1863

PROPERTY DETAIL 3 Lot 70 Plugges Street Mernda 3754

Allotment area m2 384 Title details PS 733608U Vol 11934 Folio 070

Municipal District: Whittlesea City Council

Prop No: 70\PS733608

Builder: King Homes P/L

531 Harkness Road Melton 3337

Ph1	9743 5543	Ph2	0400 070 063	Fax no:	9743 1863
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PRACTITIONERS

Rus Dean	DBM31926
SAJNOVIC ZLATKO	EC23514
AZZOPARDI IAN	DBU21864

FUNCTION AND ENGAGEMENT

Engaged in building work
Prepared documents only
Prepared documents only

DETAILS OF ARCHITECT

who were engaged to prepare documents forming part of the application for this permit
Cbs Group Ian Azzopardi DBU21864

DETAILS OF DOMESTIC BUILDING WORK INSURANCE

The issuer or provider of the required insurance policy is:- VMIA Insurance

DETAILS OF RELEVANT PLANNING PERMIT (if applicable)

Planning Permit No:

Planning Permit Date:

STAGES OF WORK PERMITTED As shown on the project plans

Project estimated value: \$237,903.00

NATURE OF BUILDING WORK Construction of Dwelling and garage All parts**Building details:**

Class	1ai, 10a	Persons accommodated for	
No of storeys	1	Allowable live load	1.5 kPa
Area (m2)	232.2	New floor area,m2	232.2

OCCUPATION/USE OF A BUILDING An Occupancy Permit is required prior to Occupation

COMMENCEMENT AND COMPLETION This building work must commence by 23/05/2019 and must be completed by 23/05/2020



RELEVANT BUILDING SURVEYOR: James Reardon

Date of issue: 23-May-2018

Registration No: BSU17998 **Page 1 of 2**

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Interim Regulations 2017. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.

BUILDING PERMIT BSU17998/2895518/0

MANDATORY INSPECTIONS

Pier Holes Inspection

Pre-Slab Inspection

Steel for Slab Inspection

Framework Inspection

Final Inspection

If applicable, Full Truss details must be provided
BEFORE frame construction starts.

Prescribed Reporting Authorities

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

Prescribed Reporting Authorities	Matter Reported On
City of Whittlesea	Storm Water Drainage

Regulation
610

PERMIT CONDITIONS

- 1 The building work shall be carried out wholly from within the allotment (i.e. brickwork laid-overhand) and without removing the existing boundary fences (unless otherwise agreed to by the adjoining owner).
- 2 Before construction of the Framework is commenced, the applicant is required to provide 3 Sets of Structural Roof and/or truss schedules, layouts & design computations minimum 7 days prior to booking in a Framework Inspection to the Relevant Building Surveyor.
- 3 It is the responsibility of the owner to ensure all covenants and section 173 agreements listed on the Certificate of Title are complied with as they are not enforced by the Relevant Building Surveyor under the Building Act 1993.
- 4 As subject site is designated bushfire prone area, construction must be in accordance with AS3959-2009 [Construction of Buildings in Bushfire Prone Areas] to comply with a Bushfire Attack Level of 12.5 [BAL-12.5].

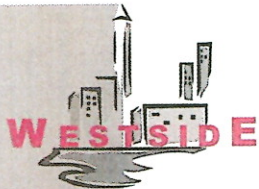


RELEVANT BUILDING SURVEYOR: James Reardon

Date of issue: 23-May-2018

Registration No: BSU17998 Page 2 of 2

NOTE: No alteration to or variation from the stamped Plans and Specifications may be made without written consent of the Building Surveyor. This building approval is granted ONLY in respect of building work to be carried out in accordance with the Building Act 1993 and the Building Interim Regulations 2017. Before building work is commenced additional permits or approvals may need to be obtained under other Acts or other regulations - including the Planning and Environment Act 1987. Domestic builders carrying out domestic building work forming part of this Permit (where contract price for that work > \$16,000) must be covered by an insurance policy as required under Section 135 of the Building Act 1993.



WEST SIDE

Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432

Fax: 9741 3461

Unit 1/49-55 Riverside Avenue
Werribee 3030

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property details

No: 3 Lot: 70 Plugges Street Mernda 3754

Municipal District

PS 733608U Vol 11934 Folio 070

Whittlesea City Council

Building Permit Details

Building Permit No. 2895518/0

Version of BCA applicable to Permit

Building Details

Building to which permit applies

Construction of Dwelling and garage

Stages of Work Permitted

As shown on the project plans

Permitted use

Residential

Part of Building to which permit applies

All parts

Maximum permissible floor live load

1.5 kPa

Maximum number of people accommodated

Prescribed Reporting Authorities

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

Prescribed Reporting Authorities	Matter Reported On	Regulation
City of Whittlesea	Storm Water Drainage	610
Conditions to which this permit is subject		

Suitability for occupation

At the date this occupancy permit is issued, the *building/*place of public entertainment to which this permit applies is suitable for occupation

Occupancy Permit No.

2895518/0

Date of issue

Wednesday, 3 April 2019

Date of final inspection

28/03/2019

RELEVANT BUILDING SURVEYOR

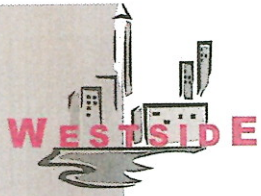
James Reardon

Signature:

Registration No: BSU17998

Occupancy Permit no 2895518/0

Page 1 of 2



WEST SIDE

Building Surveying (Vic) Pty Ltd
ABN: 23 313 299 077

Phone: 9741 3432

Fax: 9741 3461

Unit 1/49-55 Riverside Avenue
Werribee 3030

Inspection Records

Pier Holes Inspection

Pre-Slab Inspection

Re-Steel for Slab Inspection

Framework Inspection

Re-Final Inspection

Approval Date:

20/06/2018

3/07/2018

5/07/2018

28/08/2018

29/03/2019

RELEVANT BUILDING SURVEYOR

James Reardon

Signature: _____

Registration No: BSU17998

Occupancy Permit no 2895518/0

Page 2 of 2

* BUILDING PERMITS

* BUILDING DEVELOPMENT CONSULTANTS
Email: permits@westsidesurveying.com.au

* BUILDING INSPECTIONS

DATED

2024

VIRENDER SINGH MALIK AND SEEMA RANI

CONTRACT OF SALE OF REAL ESTATE

Property: 3 Plugges Street, Mernda 3754

MELBOURNE REAL ESTATE CONVEYANCING PTY LTD

Licensed Conveyancer

954 High Street Reservoir Vic 3073

Tel: 9464 6732

Ref: JK:24/3131JK