

DATED

2025

ZAHRAA ABDUL HAKIM LATIF

to

CONTRACT OF SALE OF LAND

Property: 8 Bethnal Avenue, Wollert VIC

Settlement Partners Pty Ltd
Conveyancing Practice
PO Box 3553
WHEELERS HILL VIC 3150
Tel: 0435090051
Fax: 0394459012
Ref: NS:SP/VIC/9121

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

Contract of Sale of Real Estate*

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

Property address **8 BETHNAL AVENUE, WOLLERT VIC 3750**

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **ZAHRAA ABDUL HAKIM LATIF**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co			
Address:	1/337 Settlement Road, Thomastown VIC 3074			
Email:	sold@rataandco.com.au			
Tel:	03 9465 7766	Mob:	Fax:	Ref:

Vendor

Name:	Zahraa Abdul Hakim Latif
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Settlement Partners Pty Ltd				
Address:	22 Hafey Crescent, Hoppers Crossing VIC 3029 PO Box 3553, Wheelers Hill VIC 3150				
Email:	tanu@settlementpartners.com.au				
Tel:	0435090051	Fax:	0394459012	DX:	Ref: NS:SP/VIC/9121

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12082	Folio	368	405	PS 804352L

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: 8 Bethnal Avenue, Wollert VIC 3750

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

Payment (general condition 11)

Price \$

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

Balance \$ payable at settlement

GST (general condition 13)

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

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

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

Settlement (general condition 10)**is due on**

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

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

Lease (general condition 1.1)

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

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

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

☐ *residential tenancy agreement for a fixed term ending on

OR

☐ *periodic residential tenancy agreement determinable by notice

OR

☐ *lease for a term ending on with options to renew, each of years.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:

Loan amount: \$0.00

Approval date:

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

special conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on this page; and*
- *attach additional pages if there is not enough space.*

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 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.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

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

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus

GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3, 15.4 and 15.5 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.
- 15.4 Land tax is not an adjustable item. General Condition 23(2)(b) of this Contract does **not** apply.
- 15.5 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.
- 15.6 It is imperative that adjustments be prepared by the Purchaser's representative and submitted to Settlement Partners, along with updated certificates, no later than three (3) business days preceding the scheduled settlement date. Failure to comply with this requirement will result in the Purchaser incurring an administration fee of \$220.00, inclusive of GST, payable to Settlement Partners. This fee is attributed to the delay in receiving the Statement of Adjustments.
- 15.7 If the rates (incl. Council rate, water rate, Owners Corporation Fees) and other outgoings (excluding State Land Tax) are not separately rated at settlement, then the amount of each rate, tax and other outgoings to be adjusted between the Vendor and Purchaser shall be that proportion of same which the lot liability of the Lot hereby sold bears to the total lot liability of all the lots on the Plan.
- 15.8 The vendor covenants and warrants to the Purchaser that he shall pay all such rates, taxes and other outgoings as when same are assessed and due for payment.
- 15.9 The Purchaser shall not require that any such rate or tax be paid by or on behalf of the Vendor prior to it being so assessed and due for payment.
- 15.10 All such rates, taxes and other outgoings shall be adjusted between the Vendor and the Purchaser on the basis that they have been paid.
- 15.11 It is further agreed that adjustments of rates, charges and like outgoings on the Settlement Date shall be made on the basis that the Purchaser accepts responsibility for all such unpaid rates, charges, and like outgoings accruing following the Settlement Date.

☒ **Special condition 5 - Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general 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 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.
- 15A.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.
- 15A.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.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.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.
- 15B.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.
- 15B.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.
- 15B.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.
- 15B.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.
- 15B.6 The representative is taken to have complied with 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.

- 15B.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.
- 15B.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.
- 15B.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 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.
- 15B.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.
- 15B.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.
- 15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.

- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.



Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.



Special condition 11 – Building report

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.



Special condition 12 – Pest report

- 12.1 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

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

☒ **Special condition 13 – Acceptance of Property**

- 13.1 The Purchaser has inspected and accepts the property in its current state of repair.
- 13.2 The Vendor does not warrant or represent that:
- (a) The land is identical to the land described in the Particulars of Sale; or
 - (b) The property complies with any laws affecting the land and the requirements of any municipal or statutory authority.
- 13.3 The Vendor makes no warranty or representation as to the condition of the property.

☒ **Special condition 14 – Restrictions**

- 14.1 The purchaser buys the property subject to the following restrictions ('**Restrictions**'):
- (a) Any misdescription of the land or inaccuracy in the area or measurements of the land; or
 - (b) Any laws affecting the land and any failure to comply with those laws; or
 - (c) Any rights of or claims by any municipal or statutory authority; or
 - (d) Any improvements not being erected within the boundaries of the land; or
 - (e) Any improvements encroaching onto the land; or
 - (f) The Condition of the Property
- 14.2 The Purchaser may not make any requisition or objection, claim compensation or refuse or delay payment of the Price in connection with any Restriction.
- 14.3 The Purchaser may not call upon the Vendor to;
- (a) Amend Title or to bear the cost of amending Title; or
 - (b) Fix any Restriction or to bear the cost of fixing any restriction.

☒ **Special condition 15 – Default**

- 15.1 Without limiting the vendor's rights or any other obligations of the Purchaser, if the Vendor serves a notice of default on the Purchaser under this contract, to remedy the default the purchaser must pay;
- (a) Expenses incurred by the Vendor as a result of the default including:
 - (b) All legal expenses and disbursements (calculated on a solicitor and client basis) incurred in preparing and serving the notice of default and providing advice; and
 - (c) all additional costs incurred by the Vendor including interest, discounts on bills and borrowing expenses which exceed the interest paid to the Vendor under General Condition 26; and
 - (d) Interest under General Condition 26.
- 15.2 The interest rate under General Condition 26 is amended to 4% per annum instead of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983*.

☐ **Special condition 16 – Bank Cheques**

The number of cheques allowed by the purchaser under General Condition 11.6 of the Contract is amended as follows;

The Vendor is entitled to have ten (10) cheques that are required by the Vendor for settlement.

☒ **Special condition 17 – Nomination**

- 17.1 General Condition 18 of the Contract is to be deleted entirely and to be replaced as follows;
- The Purchaser may, at least 14 days before settlement nominates a substitute or additional purchaser. The Purchaser must deliver to the Vendor's Solicitor:
- (a) A completed and executed notice of nomination;
 - (b) A copy of the completed transferee's declaration in the form approved from time to time by the State Revenue Office, executed by the substitute or additional purchaser;
 - (c) If the nominee is or includes a proprietary company, a guarantee in the form annexed to this Contract executed by that company's directors, and
 - (d) A cheque payable by the nominee to the vendor's legal representative or conveyancer for \$220 being, their costs for advising the Vendor on compliance with this Condition.
- 17.2 The Purchaser and each guarantor must indemnify and keep indemnified the Vendor from and against any claim, penalty or demand in respect of stamp duty or costs arising from the nomination of the substitute purchaser.

☒ **Special condition 18 – Delayed Settlement**

- 18.1 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 this Contract (Due Date) or requests an extension to the Due Date, the Purchaser must pay to the Vendor's solicitor or conveyancer an amount of \$400 plus GST representing the Vendor's additional legal costs and disbursements. The Purchaser also agrees to pay \$110 for every subsequent change to the settlement date.

☐ **Special condition 19 – Disclosure of Surface Level Works**

- 19.1 The Vendor notifies the Purchaser pursuant to section 9AB of the Sale of Land Act that details of all works affecting the natural surface level of the Lot sold or any land abutting the Lot in the same subdivision as the Lot which:
- 19.1.1 have been carried out on the Land after the certification of the Plan before the date of this Contract; or
- 19.1.2 are at the date of this Contract being carried out, or at the date of this Contract are proposed to be carried out on that land, are set out in the plan of surface level works attached as Annexure B to this Contract.
- 19.2 The Purchaser acknowledges and agrees that the Vendor does not make any representation as to the classification of soil used for fill (including any reports on fill levels that may (or may not) be produced by the Vendor and/or the Developer at any time and the Purchaser must rely on its own enquires and investigations in respect of such fill classification.
- 19.3 The Purchaser must not exercise any Purchaser Rights in respect of any works affecting the natural surface level of the Property or any land abutting the Property which is in the same subdivision as the Property disclosed to the Purchaser in accordance with section 9AB of the Sale of Land Act, including if those works are not consistent with the works described in Annexure B.

☒ **Special condition 20 - FIRB**

- 20.1 The purchaser acknowledges that they do not require FIRB approval for the purchase of the property, as the purchaser is not a foreign person under the Foreign Acquisitions & Takeovers Act 1975 (Cth).

☒ **Special condition 21 - Early Possession by Purchaser(s)**

- 21.1 In the event that the Purchaser desires early possession of the property, contingent upon obtaining the Vendor's consent, it is necessary to execute a separate License Agreement between the parties to facilitate such an arrangement.
- 21.2 This License Agreement, as mentioned above, constitutes a distinct legal document, and is not considered an integral Component of this Contract.
- 21.3 The associated expense for preparing the License Agreement, amounting to \$330, is to be borne by the Purchaser and payable to the Vendor's representative.

☐ **Special condition 22 – Re-Sale Deed**

- 22.1 For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) may be required to enter into a Re-Sale Deed prior to settlement date. If so, the Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;
- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute three (3) copies of the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

☒ **Special condition 23 – Variations**

- 23.1 The Purchaser acknowledges that following the signing of this contract by both parties, any request for a variation of the contract or an extension of time, not limited to altering the settlement date, extending finance loan approval, or extending the time for the Purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees amounting to \$110 for each separate request for variation or extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

**Special Condition 24 - Building Work**

- 24.1 The Purchaser may not make any objection or requisition or claim any compensation in respect of any non-compliance of any improvements on the land with the Victorian Building Regulations or any other regulations, statutes, rules or by laws of the Building Code of Australia or the state of repair and condition of the improvements.
- 24.2 The Vendor makes no representations that the improvements on the land sold or any alterations or additions thereto comply with the Victoria Building Regulations 1983 or the requirements of the Local Municipal Council or any other relevant Authority. The Purchaser shall not make any requisition or claim any compensation for non-compliance with the Regulations or the requirements of the Local Municipal Council or other relevant Authority and shall not call upon the Vendor to bear all or any part of the cost of complying with said Regulations or requirements of the Local Municipal Council or other relevant Authority.
- 24.3 The Purchaser acknowledges that, if the Vendor has not complied with the building regulations regarding the installation of self-contained smoke alarms, the purchaser must do so at the Purchaser's cost and expense.

**Special condition 25 - Owners Corporate Certificate**

- 25.1 If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.

**Special condition 26- ERROR/S IN ADJUSTMENTS OF OUTGOINGS**

- 26.1 If any apportionment of outgoings required to be made under this Contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being requested by the other party, the correct calculation will be made and paid immediately to the party to whom it is payable. This clause shall not merge on completion.

**Special condition 27- Finance Approval**

- 27.1 If the purchaser attempts to end the contract on the basis that it is unable to obtain finance approval by the approval date, the purchaser must simultaneously provide written proof to the vendor from the potential lender verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale and have been denied finance approval. Failure to provide this documentation will result in the assumption that the purchaser has obtained finance approval. A letter from a Mortgage broker/mobile lender is not sufficient in this regard.

**Special Condition 28 – Auction**

- 28.1 The Property is offered for sale by Public Auction Subject to the vendor's reserve Price. The Rules of conduct of the Auction shall be set out in Schedule 1 of the Sale of Land(Public Auctions) Regulations 2014 or any Rules prescribed by regulation which modify or replace those Rules.

**Special condition 29 - SWIMMING POOL AND/OR SPA**

- 29.1 In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

**Special condition 30 – Purchaser Acknowledgments**

- 30.1 The Purchaser acknowledges and agrees that they are purchasing the property as a result of their own enquiries and inspection:
- a) In its present condition and state of repair;
 - b) Subject to all defects latent and patent;
 - c) Subject to any infestations and dilapidation;
 - d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - e) Subject to any non-compliance with the Local Government Act, or any ordinance under that Act in respect of any building or other structure/improvements/extensions/fencing on the land
- 30.2 The Purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this special condition.

General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

Title

1. ENCUMBRANCES

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

2. VENDOR WARRANTIES

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

3. IDENTITY OF THE LAND

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

4. SERVICES

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

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

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

- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

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

Money

10. SETTLEMENT

- 10.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
 - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
 - (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

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

14. LOAN

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

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

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

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

15. ADJUSTMENTS

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

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by—

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

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

DATED

Settlement Partners

2025

ZAHRAA ABDUL HAKIM LATIF

to

CONTRACT OF SALE OF REAL ESTATE

Property: 8 Bethnal Avenue, Wollert VIC

Settlement Partners Pty Ltd

Conveyancing Practice

PO Box 3553

WHEELERS HILL VIC 3150

Tel: 0435090051

Fax: 0394459012

Ref: NS:SP/VIC/9121

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

IN WITNESS whereof the parties hereto have set their hands and seals

this day of 2025

SIGNED by the said)

)

Print Name:)

)

.....

Director (Sign)

in the presence of:)

)

Witness:)

)

.....

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: \$7,500.00

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

\$0.00	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

☒ Are contained in the attached certificate

6. OWNERS CORPORATION

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

Not Applicable

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

INFORMATION ONLY

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To: The Purchaser/S

From: Zahraa Abdul Hakim Latif, 46 Shields Street, Epping VIC 3076

Property Address: 8 Bethnal Avenue, Wollert VIC 3750

Lot: 405 Plan of subdivision: 804352L

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated:

Signed by the Vendor:

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

Page 1 of 1

VOLUME 12082 FOLIO 368

Security no : 124125974318W
Produced 07/07/2025 11:34 AM

LAND DESCRIPTION

Lot 405 on Plan of Subdivision 804352L.
PARENT TITLE Volume 11951 Folio 738
Created by instrument PS804352L 21/05/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ZAHRAA ABDUL HAKIM LATIF of 8 BETHNAL AVENUE WOLLERT VIC 3750
AS240118H 07/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS240119F 07/06/2019
PERPETUAL LTD

COVENANT PS804352L 21/05/2019

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
AR402287R 30/08/2018

DIAGRAM LOCATION

SEE PS804352L 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: 8 BETHNAL AVENUE WOLLERT VIC 3750

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 07/06/2019

DOCUMENT END

FINAL SEARCH STATEMENT

Land Use Victoria

Page 1 of 1

Security No : 124125974316Y
Produced 07/07/2025 11:34 AM

Volume 12082 Folio 368

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 07/06/2019

STATEMENT END

Imaged Document Cover Sheet



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Number of Pages (excluding this cover sheet)	6
Document Assembled	07/07/2025 11:34

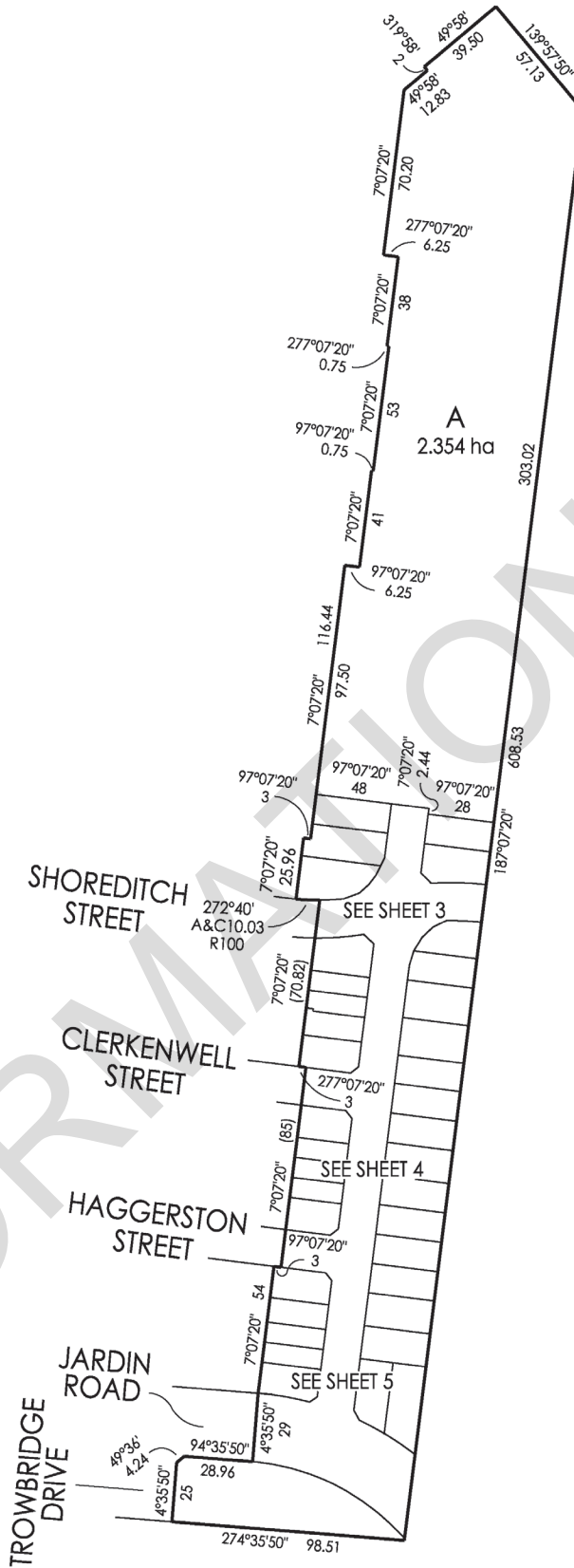
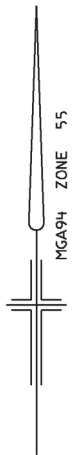
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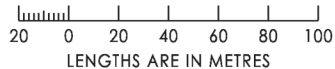
		PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1		PLAN NUMBER PS 804352L	
LOCATION OF LAND PARISH: WOLLERT TOWNSHIP: ----- SECTION: 17 CROWN ALLOTMENT: ----- CROWN PORTION: 1 (PART) TITLE REFERENCES: VOLUME 11951 FOLIO 738 LAST PLAN REFERENCE: LOT B PS804351N POSTAL ADDRESS: JARDIN ROAD (at time of subdivision) WOLLERT 3750 MGA 94 CO-ORDINATES: E: 323 070 ZONE: 55 (of approx. centre of plan) N: 5 836 880 DATUM: GDA94				Council Name: Whittlesea City Council Council Reference Number: 609545 Planning Permit Reference: 716593 SPEAR Reference Number: S105683C Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 01/03/2018 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 at Certification Digitally signed by: Carolyn Joy Leatham for Whittlesea City Council on 07/03/2019 Statement of Compliance issued: 13/05/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance			
VESTING OF ROADS OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		TANGENT POINTS ARE SHOWN THUS:  LOTS 1 TO 400 (BOTH INCLUSIVE) AND LOT 412 HAVE BEEN OMITTED FROM THIS PLAN TOTAL ROAD AREA: 7971m²			
ROAD R1 RESERVE No. 1 RESERVE No. 2		WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL WHITTLESEA CITY COUNCIL					
NOTATIONS							
DEPTH LIMITATION DOES NOT APPLY							
SURVEY: THIS PLAN IS BASED ON SURVEY VIDE BP 3182P THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. WOLLERT PM 21 LAND IN PROCLAIMED SURVEY AREA No. 74 STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. 716593							
ESTATE: AMBER 4		AREA: 2.224 ha		No. OF LOTS: 35		MELWAY: 388:E:9	
EASEMENT INFORMATION							
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)							
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF			
(E-1)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER			
(E-2)	DRAINAGE	SEE PLAN	THIS PLAN	WHITTLESEA CITY COUNCIL			
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER			
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 9434/4		VERSION: 9		ORIGINAL SHEET SIZE A3	
CHECKED JC		DATE: 06/03/19		Digitally signed by: Damian James Smale, Licensed Surveyor, Surveyor's Plan Version (9), 07/03/2019, SPEAR Ref: S105683C		SHEET 1 OF 6 SHEETS PLAN REGISTERED TIME: 6:16 PM DATE: 21/05/2019 C. Grosso Assistant Registrar of Titles	

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804352L

Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

SCALE
1:2000



Digitally signed by: Damian James Smale, Licensed
Surveyor,
Surveyor's Plan Version (9),
07/03/2019, SPEAR Ref: S105683C

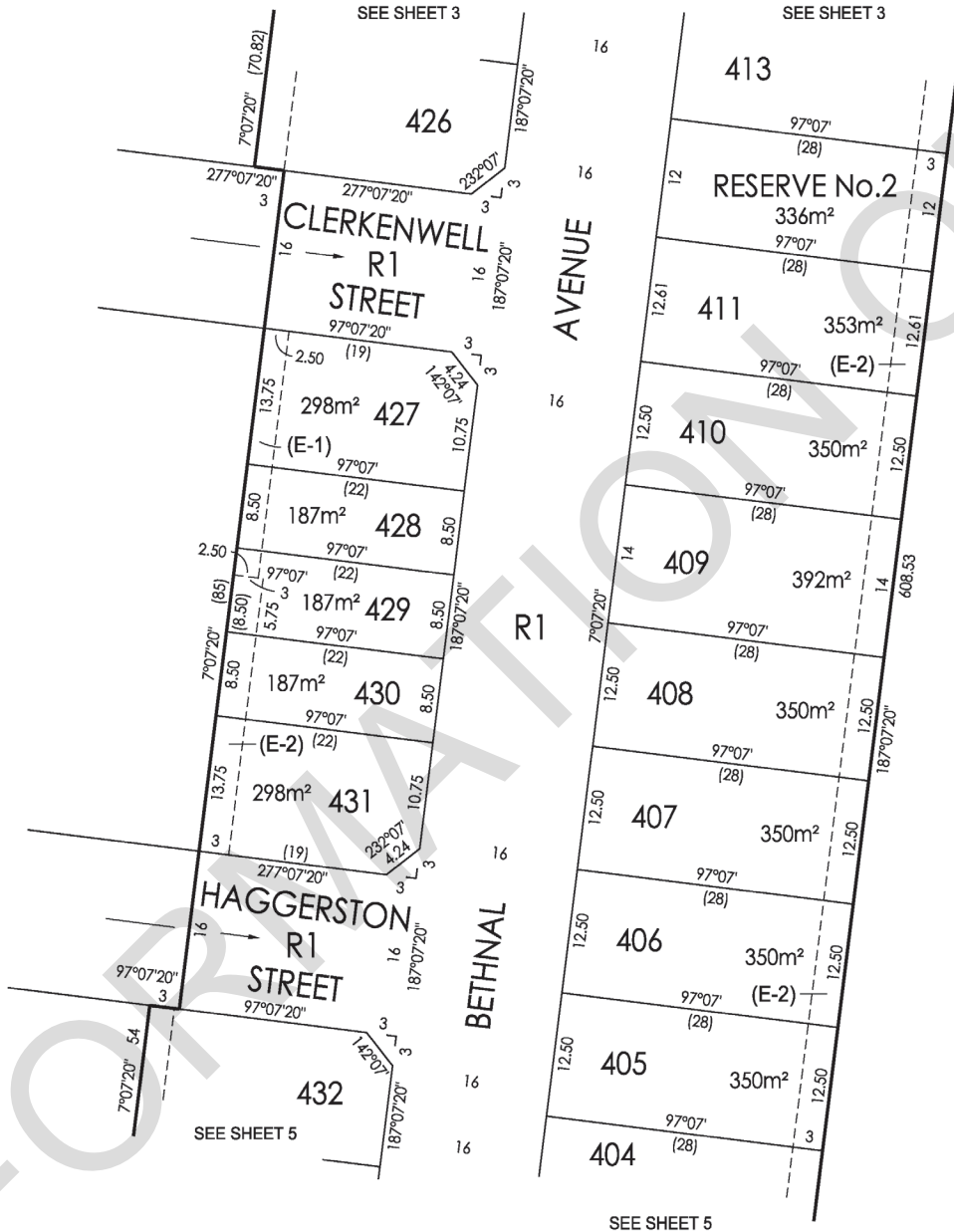
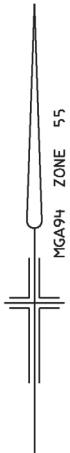
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07/03/2019,
SPEAR Ref: S105683C

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REF: 9434/4

SHEET 2
VERSION: 9

PLAN OF SUBDIVISION

PLAN NUMBER
PS 804352L



Breese Pitt Dixon Pty Ltd
1/19 Cato Street
Hawthorn East Vic 3123
Ph: 8823 2300 Fax: 8823 2310
www.bpd.com.au info@bpd.com.au

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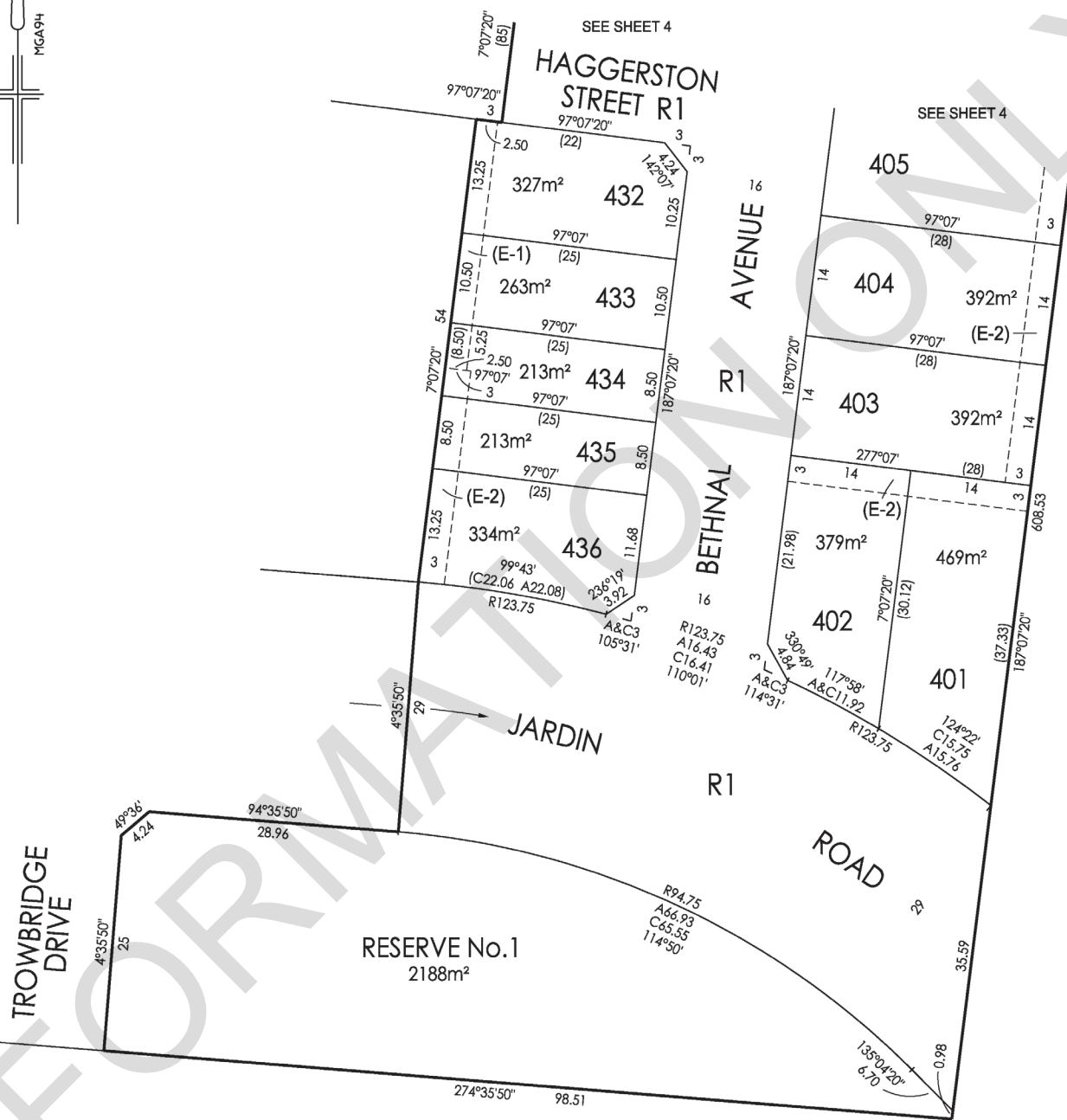
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Surveyor,
Surveyor's Plan Version (9),
07/03/2019, SPEAR Ref: S105683C

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Whittlesea City Council,
07/03/2019,
SPEAR Ref: S105683C

PLAN NUMBER
PS 804352L



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SHEET 5

VERSION: 9

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07/03/2019,
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 804352L**SUBDIVISION ACT 1988**
CREATION OF RESTRICTION

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

For the purposes of this restriction:

Land to benefit: Lots 401 to 411 (both inclusive) and Lots 413 to 436 (both inclusive).

Land to be burdened: Lots 401 to 411 (both inclusive) and Lots 413 to 436 (both inclusive).

Description of Restriction:

- (1) The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;
- (a) Anything other than in accordance with MCP No. AA3355.
- (b) Any building unless the building incorporates dual plumbing for the use of recycled water for toilet flushing and garden watering where recycled water is available to the said lot.
- (c) In the case of lots less than 300m² any dwelling unless in accordance with the Small Lot Housing Code or unless a specific planning permit for the said dwelling has been obtained from Whittlesea City Council.
For the purpose of this restriction the following applies:
Type A - Lots 423 to 425 (both inclusive) & 433 to 435 (both inclusive).
Type B - Lots 427 to 431 (both inclusive).
- (d) In the case of lots greater than 300m²;
- i. Any double storey dwelling on a lot with a side boundary abutting a road, unless the setback of the first level of the dwelling from the side boundary abutting a road, is at least 900 millimetres greater than the setback from the side boundary of the ground level of the dwelling. For the purpose of this restriction a side boundary abutting a road is considered to be the longer of the two boundaries abutting a road.
 - ii. Any garage unless the garage is constructed greater than 5 metres from the main street frontage. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
 - iii. Any garage on a lot of a width of 10 metres or less and where access is proposed from the main street frontage unless the said garage provides accommodation for a single vehicle only. The main street frontage is considered the frontage that allows the most direct access to the front door of the dwelling.
- (e) In the case of a lot which has a side boundary abutting a Council Reserve;
- i. Any dwelling unless the said dwelling is double storey.
 - ii. Any dwelling unless the said dwelling includes passive surveillance features such as large windows and balconies at the first storey level overlooking the adjoining Council Reserve, to the satisfaction of the Responsible Authority.
 - iii. Any fence on a boundary abutting a Council Reserve unless that part of the said fence between the front boundary and the building line is a feature-style fence with a minimum of 25% transparency and a maximum height of 1.5 metres.

The restrictions identified in (1) (a) and (1) (b) above only, will cease to affect any of the burdened lots one year after all the burdened lots are issued with an Occupancy Certificate under the Building Act 1993 or any instrument replacing it.



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SCALE

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SHEET 6

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VERSION: 9

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Surveyor,
Surveyor's Plan Version (9),
07/03/2019, SPEAR Ref: S105683C

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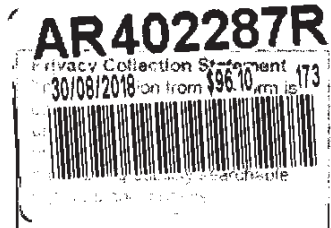
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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7408849
Customer Code: 1167E

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

Land: Volume 11917 Folio 635, Volume 11916 Folio 442, Volume 11998 Folio 327, Volume 11998 Folio 328 and Volume 11951 Folio 738

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

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name:

MARIA V. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Certifications

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

Executed on behalf of: Whittlesea City Council

Signer Name:

MARIA V. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature:



Execution Date: 30 August 2018

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Maddocks

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Date / / 2018

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 360 Vearings Road, Wollert; 380A Vearings Road, Wollert; 390 Vearings Road, Wollert; 390A Vearings Road, Wollert and 390D Vearings Road, Wollert

Purpose of Agreement: WIK for Land Projects and Public Open Space equalisation

City of Whittlesea

and

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888

and

Nicholas Boglis, Victor Boglis, Angiliki Boglis



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Agreement under section 173 of the Planning and Environment Act 1987

Dated / / **2018**

Parties

Name	City of Whittlesea
Address	25 Ferres Boulevard, South Morang
Short name	Council
Name	ID Folkestone Vearings Land Pty Ltd ACN 609 840 888
Address	Level 12, 484 St Kilda Road, Melbourne, Victoria 3004
Short name	Developer
Name	Nicholas Boglis, Victor Boglis, Angiliki Boglis
Address	C/- Walsh, Johnston & Co., 454 High Street, Northcote, Victoria, 3070
Short name	390 Vearings Road Vendors

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the collecting agency and the development agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority and in its capacity as both the Collecting Agency and the Development Agency.
- D. The 390 Vearings Road Vendors are the registered proprietors of the land contained in Certificate of Title Volume 11998 Folio 327, being part of the Subject Land.
- E. The Developer is the registered proprietor or entitled to be the registered proprietor of the land contained in Certificates of Title:
 - E.1 Volume 11917 Folio 635;
 - E.2 Volume 11916 Folio 442;
 - E.3 Volume 11998 Folio 328; and
 - E.4 Volume 11951 Folio 738,
 being part of the Subject Land.

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- F. The 390 Vearings Road Vendors have entered into the contract to sell to the Developer those parts of the Subject Land owned, by the 390 Vearings Road Vendors.
- G. The Developer enters this Agreement in anticipation of it becoming the registered proprietor of the whole of the Subject Land over time.
- H. The Vendor consents to registration of this Agreement.
- I. On 9 June 2017, Council issued the Planning Permit.
- J. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- K. The Developer has asked Council for permission to transfer to or vest in Council the Land Projects.
- L. Council has agreed that the Developer will transfer the Land Projects to Council in return for a Credit against its development contribution liability under the Development Contributions Plan.
- M. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Developer and the Vendor entering into this Agreement.
- N. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator consent to the recording of this Agreement on the certificates of title to the Subject Land.

The Parties agree:

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the amount calculated in accordance with Schedule 2.

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

Caveator means ID Vearings Pty Ltd ACN 601 194 825.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, costs (whether or not the subject of a court order), loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising.

Consent Fee means the fee specified on Council's internet web site which is payable by a person to Council for deciding whether to give consent for anything an agreement or a permit provides must not be done without Council's consent.

Contract means the contract for the purchase of the Subject Land from the 390 Vearings Road Vendors.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

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as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Credit means a credit in the amount of the Agreed Land Value as the case may be against the Developer's liability to pay the Development Infrastructure Levy for the Subject Land.

Current Address means:

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

Current Email means:

- for Council, info@whittlesea.vic.gov.au, or any other email address listed on Council's website;
- for the Developer, any email address provided by the Developer to Council for the express purpose of electronic communication regarding this Agreement; and
- for the Vendor, any email address provided by the Vendor to Council for the express purpose of electronic communication regarding this Agreement.

Developer means the person named as Developer under this Agreement and after the settlement of the Contracts means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession but does not mean the owner of a Residential Lot.

Development Infrastructure Levy means the development infrastructure levy that is required to be paid upon development of the Subject Land calculated and adjusted in accordance with the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

Equalisation Payment means the amount specified in Schedule 3 as the equalisation payment required to be paid either by the Developer or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- the area of Open Space Land that the Developer is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- the Public Open Space Contribution that the Developer is required to make under clause 52.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

GST Act means the *New Tax System (Goods and Services Tax) Act 1999* (Cwlth), as amended from time to time.



Indexation means an adjustment to an amount carried as follows:

- For Land Projects
 - Using the CPI as the adjustment index; where
 - The adjustment is to be applied only to the remaining balance of the Credit for the Land Project;
- For Development Infrastructure Levy
 - using the CPI as the adjustment index;
- For Open Space Land and Open Space Equalisation Payment
 - Using the CPI as the adjustment index.

and in all instances the Indexation is to be undertaken quarterly each year, commencing July 2018.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act whether before, at or after the vesting or transfer of the land in or to Council.

Land Project means land which is described in Schedule 2 and which under this Agreement is required to be transferred to or vested in Council.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Development Contribution Plan.

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 land for public open space identified in the Precinct Structure Plan and which is not an Infrastructure Project or a Land Project but is subject to an Equalisation Payment.

Open Space Land Value means the amount to be calculated by multiplying the area of the Open Space Land required by the Land Value Rate as specified in Schedule 3 subject to Indexation.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession, but does not mean the owner of a Residential Lot.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations both of which are to be performed by the Developer.

Party or Parties means the parties to this Agreement.

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 Permit means the planning permit no. 716593 issued by Council on 9 June 2017 as amended from time to time.

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

Precinct Structure Plan means the incorporated Wollert Precinct Structure Plan.

Provision Trigger means the milestone or provision trigger set out in the relevant columns of Schedule 2.

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

Satisfaction Fee means a fee specified on Council's internet web site which is payable by a person to Council for deciding whether any one of obligation in a permit, agreement or any other requirement has been undertaken to Council's satisfaction.

Schedule means a schedule to this Agreement.

Stage is a reference to a stage of subdivision of the Subject Land.

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

Subject Land means all of the land described in Schedule 4 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.

Vendor means the 390 Vearings Road Vendors.

2. Interpretation

In this Agreement unless the context admits otherwise:

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

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- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

- 3.1 record the terms and conditions on which Council agrees to the Developer providing the Land Project to Council;
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land; and
- 3.3 satisfy conditions 13, 36, 37 of the Planning Permit.

4. Reasons for Agreement

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

- 4.1 Council would not have consented to the Developer providing the Land Project instead of paying the Development Infrastructure Levy without setting out the terms and conditions of this arrangement.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required or unless it is ended in accordance with clause 22 of this Agreement.

6. Payment of Development Infrastructure Levy

The Parties agree that:

- 6.1 subject to the Developer's entitlement to a Credit, the Developer is not required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis; and
- 6.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset by an entitlement to a Credit under this Agreement must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Development Infrastructure Levy in cash arises or at such other time as is specified in this Agreement.

7. Land Project

7.1 Transfer or vesting of Land Project

The Developer must transfer to or vest in Council each Land Project:

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- 7.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 7.2;
- 7.1.2 with all services to be available as specified in the relevant column of Schedule 2;
- 7.1.3 free of all encumbrances, including any structure, debris, waste, refuse and contamination, except as agreed by Council;
- 7.1.4 free of any fees and charges associated with the delivery of the site; and
- 7.1.5 otherwise in a condition that is to the satisfaction of Council in its capacity as Development Agency.

7.2 Time for transfer or vesting of Land Project

If the Developer does not meet the Provision Trigger for a Land Project, Council may:

- 7.2.1 at its absolute discretion extend the timeframe; or
- 7.2.2 refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council.

7.3 Agreed Land Value

The Developer agrees that the Agreed Land Value:

- 7.3.1 is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- 7.3.2 is a fixed amount subject to Indexation;
- 7.3.3 replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

- 7.4 The Developer agrees that upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Land Project.

7.5 Environmental Assessment

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

7.6 Access to Land Project

The Developer covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Developer must upon receiving reasonable notice, provide Council and its servants and agents with reasonable access to the Land Project for the purpose of undertaking any survey, measurements or soil testing of the Land Project.

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8. Public Open Space

8.1 Open Space Land

The Developer must transfer to or vest in Council for municipal purposes the Open Space Land:

8.1.1 With all utility services available to the Open Space Land;

and

8.1.2 as part of and upon the registration of any Plan of Subdivision for the Subject Land containing the Open Space Land; or

8.1.3 within 60 days of the issue of a Building Permit for a building on the Subject Land - whichever occurs earlier.

8.2 Environmental Assessment

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

8.3 Value of Open Space Land

The Open Space Land Value is an amount which is fixed in accordance with the Development Contributions Plan subject only to Indexation.

8.4 Equalisation Payment

The Parties agree that as an Equalisation Payment under this Agreement is due to Council, the Developer must pay the Equalisation Payment prior to issue of a Statement of Compliance for each stage of development of the Subject Land at a pro-rata amount based on the stage net developable area at the Open Space Land Value unless a different time is agreed in writing with Council.

8.5 Council acknowledgement

The parties acknowledge and agree that upon the Developer satisfying its obligations under clause 9, the Developer will have fulfilled its obligations under the Planning Scheme and the *Subdivision Act 1988* in relation to making a public open space contribution in respect of the Subject Land.

9. Credit and processing of credits

9.1 Credit

The Parties agree that:

9.1.1 the Developer will be entitled to a Credit equivalent to the Agreed Land Value from the commencement of this Agreement as follows;

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- (a) The Credit for the Agreed Land Value may be used to offset any Development Contributions Levy payable for Stages 1 – 5;
- (b) Beyond Stage 5, the remaining balance of the Credit for the Agreed Land Value will be distributed over the remaining stages of the development in proportion to the Net Developable Area within each of the remaining stages so as to amortise the remaining Credit evenly over the remaining stages.

9.1.2 the Development Infrastructure Levy is not required to be paid in cash until Stage 6

9.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:

- (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and,
- (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;

9.1.4 subject to this Agreement when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

- (a) in relation to that Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
- (b) in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance;

9.2 Exhaustion of Credit

When the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:

9.2.1 in relation to the Stage, the Developer must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and

9.2.2 in relation to subsequent Stages, the Developer must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

10. Localised Infrastructure

The Parties acknowledge that:

10.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and

10.1.2 compliance with the obligations of this Agreement does not relieve the Developer of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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11. Further obligations of the Parties

11.1 Transaction costs

Where the Developer is required to transfer or vest land, the Developer is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

11.2 Notice and registration

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

11.3 Further actions

The Developer and the Vendor:

11.3.1 must do all things necessary to give effect to this Agreement;

11.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and

11.3.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

11.4 Fees

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

11.4.1 Satisfaction Fee; or

11.4.2 Consent Fee

as required.

11.5 Council's costs to be paid

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

11.5.1 drafting, finalising, signing, recording and enforcing this Agreement;

11.5.2 drafting, finalising and recording any amendment to this Agreement; and

11.5.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

11.6 Time for determining satisfaction

If Council makes a request for payment of:

11.6.1 a fee under clause 11.4; or

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11.6.2 any costs or expenses under clause 11.5

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

11.7 Interest for overdue money

The Developer agrees that:

- 11.7.1 the Developer must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 11.7.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

12. Agreement under section 173 of the Act

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

13. Developer's and Vendor's warranties

- 13.1 The Developer and Vendor warrant that apart from the Developer and Vendor and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 13.2 The Developer warrants that:
 - 13.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
 - 13.2.2 is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

14. Developer's Indemnity

The Developer indemnifies and keeps indemnified the Vendor against all Claims the Vendor may suffer, sustain or incur as a result of entering into this Agreement.

15. Successors in title

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

- 15.1.1 give effect to this Agreement; and
- 15.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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16. General matters

16.1 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:

- 16.1.1 personally on the other Party;
- 16.1.2 by leaving it at the other Party's Current Address;
- 16.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 16.1.4 by email to the other Party's Current Email.

16.2 No waiver

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

16.3 Severability

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

16.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

16.5 Inspection of documents

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

16.6 Governing law

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

16.7 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

16.8 Payment by Vendor

For the avoidance of doubt, nothing in this Agreement imposes an obligation on the Vendor to pay either a development contribution where the Vendor does not take steps to develop the Subject Land, or part of the Subject Land, or to obtain a Statement of Compliance.

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17. GAIC

- 17.1 The Developer acknowledges and agrees all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Developer shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Developer agrees that the Developer must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its Inherent GAIC Liability.

18. Foreign resident capital gains withholding

18.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of the equalisation of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

statement of compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cwlth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

18.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space

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Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

- 18.3.2 Without limiting clause 18.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

18.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 18.5 below) in accordance with the Variation Notice.

18.5 Withholding

- 18.5.1 This clause 18.5 applies if the Owner is taken to be foreign residents under clause 18.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project and Open Space Land is an Excluded Transaction under clause 18.3.

- 18.5.2 Subject to clauses 18.5.3 and 18.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 18.4,

(withholding amount).

- 18.5.3 Subject to clause 18.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

- 18.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

18.6 Council to remit withholding amount

- 18.6.1 Council agrees to:

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- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 18.5.

18.8 Owner to co-operate

18.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 18.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

18.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.



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18.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 18 is true and correct.

18.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. GST

- 19.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 19.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 19.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 19.4 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.
- 19.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 19.3.

20. Commencement of Agreement

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

21. Amendment of Agreement

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

22. Ending of Agreement

- 22.1 This Agreement ends:
- 22.1.1 when the Developer has complied with all of the Developer's obligations under this Agreement; or
- 22.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

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- 22.2 Notwithstanding clause 22.1, the Developer may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 22.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Developer of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 22.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 22.1 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 22.5 Upon the issue of a Statement of Compliance for a Plan of Subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the Plan of Subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 22.6 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Developer and at the cost of the Developer, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 22.7 On completion of all the Developer's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Developer's request and at the Developer's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

23. Anticipated Balance Sheet

The parties agree that the Anticipated Balance Sheet at Schedule 5 of this Agreement is the best estimate of the parties prepared immediately prior to the execution of this Agreement as to the likely payments required, available Credits and Open Space Equalisation consequent upon the Staging as advised by the Developer.

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Schedule 1

Wollert Development Contributions Plan.

INFORMATION ONLY

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Schedule 2

Land Project

DCP Project No.	Description of the Land Project	Land Area as per DCP for Subject Land	Services to be available	Provision Trigger	Agreed Land Value 2017 \$ (per Hectare)	Credit Value
SR-04	Wollert Multi-purpose Sports Reserve Purchase of land for multi-purpose sports reserve & multi-purpose indoor sporting facility	6.38 ha	All utility services	Stage 10	\$1,492,186.00 per hectare	\$9,520,150.00

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Schedule 3

Open Space Land

Address	Description of the Open Space Land	Provision Trigger	Land Value Rate (per hectare) 1 July \$2017	Open Space Land Value \$2017	Required Passive Open Space Contribution (4.47% for Residential NDA)	Equalisation amount payable by owner to Council 1 July \$2017
360 Vearings Road, Wollert (For Property 6)	Nil	N/A	\$1,325,000	Nil	0.1061 ha	\$140,517.30
390 Vearings Road, Wollert (Property 9)	Nil	N/A	\$1,492,186	Nil	1.2535 ha	\$1,870,383.93
Total Equalisation Payment Due to Council						\$2,010,901.23
Averaged Equalisation Payment per Net Developable Hectare (Total Equalisation Payment / Total NDA (30.414 Ha))						\$66,117.77

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Schedule 4

Subject Land

Address	Land Certificate of title volume/folio	Property Number	Mortgage Y/N
360 Vearings Road, Wollert	11917/635 (PS804343M Lot A)	6 (part)	Y
380A Vearings Road, Wollert	11916/442 (PS804307R Lot B)	9 (part)	Y
390 Vearings Road, Wollert	11998/327 (lot A PS811197F)	9 (part)	N
390A Vearings Road Wollert	11998/328 (Lot B PS811197F)	9 (part)	N
390D Vearings Road, Wollert	11951/738 (PS804351N Lot B)	9 (part)	Y



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Schedule 5

Anticipated Balance Sheet for payments of Development Levies and Open Space Equalisation



Amber Estate Development Contributions and Open Space Equalisation, Wollert PSP/DCP 2017

Prepared by City of Whittlesea on 10 July 2018

All blue text - cells to be updated to reflect indexation

173 Agreement Terms:

- 1 - Lock DIL charge and index by CPI quarterly
- 2 - Lock in Land Value for SR04, subject to apportioned indexation
- 3 - Credit for SR04 land to offset stages 1 - 5 DC liability entirely, and remaining \$ to be amortised across remaining stages
- 4 - Indexation to apply to remaining balance of open space credit only
- 5 - Table 4 includes Open Space Equalisation payments

Table 1: DCP DIL RATES

Indexation period	CPI % Adjustment From Prev. Qtr	Indexed DIL Rate
Jun 17- Jun 18	N/A	\$372,042
Jul 18	0.00%	\$372,042
Sep 2018	0.00%	\$372,042
Dec 2018	0.00%	\$372,042
Mar 2019	0.00%	\$372,042
Jun 2019	0.00%	\$372,042
Sep 2019	0.00%	\$372,042
Dec 2019	0.00%	\$372,042

Table 3: NDA BY PROPERTY

Property 6	Property 9	Total
2,373	28,041	30,414

Table 2: 52.01 Open Space Equalisation, Land Value \$/Ha

Open Space Land Value \$/Ha		Required Passive Open Space Contribution (4.47% of NDA)	Total Equalisation Amount	Averaged Equalisation Payment per NDHa (Total Equalisation Amount/Total NDA (30.414 Ha))
Property 6	Property 9			
Jun 17- Jun 18	\$1,325,000	0.1061	\$2,010,901.23	\$66,117.77
Jul 18	\$1,325,000	1.2535	\$2,010,901.23	\$66,117.77
Sep 2018	\$1,325,000		\$2,010,901.23	\$66,117.77
Dec 2018	\$1,325,000		\$2,010,901.23	\$66,117.77
Mar 2019	\$1,325,000		\$2,010,901.23	\$66,117.77
Jun 2019	\$1,325,000		\$2,010,901.23	\$66,117.77
Sep 2019	\$1,325,000		\$2,010,901.23	\$66,117.77
Dec 2019	\$1,325,000		\$2,010,901.23	\$66,117.77

Note: Table 2 Rates will be updated once CPI % Adjustment entered into column C, Table 1

DIL - Project Credit, Property 9	
SR04 Land	6.38HA
	\$9,520,150

Table 4: DCP and 52.01 Open Space Equalisation liability table

DIL Balance Sheet										TOTALS	
	Indexed DIL Stage Liability (Instruction: amend formula to apply cell for relevant period in Column C, Table1)	\$ of Remaining WIK Credit (2017)	CPI % on Land Credit	CPI \$ Adjustment	\$ of Remaining WIK Credit after CPI Adjustment	DCP Credit amortised per stage (from stage 6 onwards)	DCP Liability Payable per stage	Indexed rate applicable \$/Ha (Instruction: Refer to Column L, Table2)	52.01 Open Space Equalisation Amount Due (Indexed Rate/ha x Stage NDA)	DIL + Open Space *Figures Subject to Indexation by Stage	
Stage 1 (Prop. 6)	2,264	\$9,520,150	0%	\$0	\$8,677,847	\$492,132	\$180,148	\$66,117.77	\$149,690.63	\$149,690.63	
Stage 2	3,350	\$8,677,847	0%	\$0	\$7,431,562	\$561,308	\$205,470	\$66,117.77	\$221,484.61	\$221,484.61	
Stage 3	2,217	\$7,431,562	0%	\$0	\$6,606,882	\$512,711	\$187,681	\$66,117.77	\$146,558.63	\$146,558.63	
Stage 4	2,224	\$6,606,882	0%	\$0	\$5,779,543	\$492,132	\$180,148	\$66,117.77	\$147,031.37	\$147,031.37	
Stage 5	2,354	\$5,779,543	0%	\$0	\$4,903,923	\$561,308	\$205,470	\$66,117.77	\$155,611.48	\$155,611.48	
Stage 6a	1,807	\$4,903,923	0%	\$0	\$4,411,791	\$650,911	\$238,270	\$66,117.77	\$119,474.81	\$119,474.81	
Stage 6b	2,061	\$4,411,791	0%	\$0	\$3,850,483	\$512,711	\$187,681	\$66,117.77	\$136,768.72	\$136,768.72	
Stage 7	1,883	\$3,850,483	0%	\$0	\$3,337,772	\$650,911	\$238,270	\$66,117.77	\$158,021.47	\$158,021.47	
Stage 8	2,390	\$3,337,772	0%	\$0	\$2,686,861	\$614,838	\$225,065	\$66,117.77	\$149,264.17	\$149,264.17	
Stage 9	2,258	\$2,686,861	0%	\$0	\$2,072,023	\$466,531	\$170,777	\$66,117.77	\$119,259.74	\$119,259.74	
Stage 10*	1,713	\$2,072,023	0%	\$0	\$1,605,492	\$771,038	\$282,243	\$66,117.77	\$187,184.70	\$187,184.70	
Stage 11	2,831	\$1,605,492	0%	\$0	\$834,454	\$834,454	\$321,481	\$66,117.77	\$205,427.91	\$205,427.91	
Stage 12	3,107	\$834,454	0%	\$0	\$0	\$0	\$16,024	\$66,117.77	\$2,847.69	\$2,847.69	
Final Stage Reconciliation	-0.043	\$0	0%	\$0	\$0	\$0	\$1,795,110	\$66,117.77	\$2,010,901.23	\$3,806,011.53	
	30,414	\$11,315,259									

Note: DCP land credit to offset liability for stages 1 - 5, remaining credit to be amortised over remaining stages - Remaining credit divided by remaining NDA, multiplied by NDA of each stage

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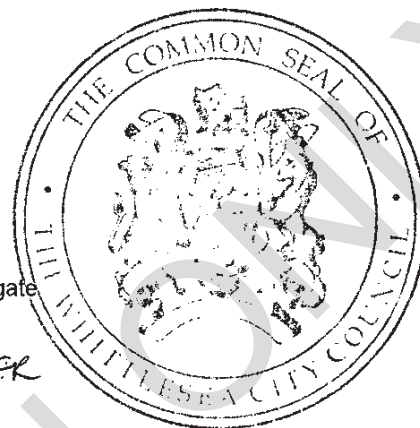
173

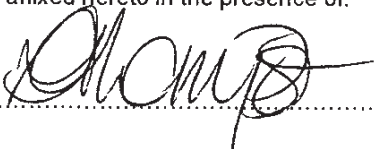


Signing Page

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

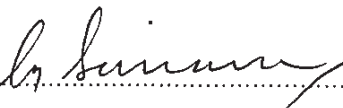
The Common Seal of Whittlesea City Council
was affixed hereto in the presence of:





Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)



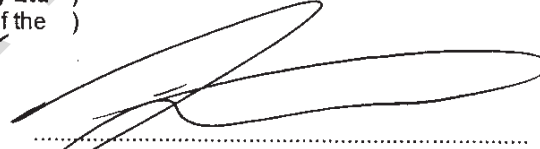
Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING

Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:


Signature of Director
MATTHEW J BELFORD
DIRECTOR

Print full name

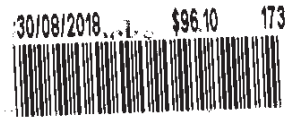

Signature of Director/Company Secretary
JEFFREY M GARVEY
DIRECTOR

Print full name

Signed by Nicholas Boglis in the presence of:

Witness

AR402287R



Signing Page

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

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

Delegate

LIANA THOMPSON, ACTING CHIEF EXECUTIVE OFFICER
(print full name)

Delegate

GEORGE SAISANAS
(print full name) MANAGER STRATEGIC PLANNING



Executed by ID Folkestone Vearings Land Pty Ltd)
ACN 609 840 888 in accordance with s 127(1) of the)
Corporations Act 2001:

Signature of Director

Signature of Director/Company Secretary

Print full name

Print full name

Signed by Nicholas Boglis in the presence of:
by Neil Willis Johnston under
Power of Attorney dated 25/5/2018
in the presence of:

Witness

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Signed by Victor Boglis in the presence of:

) V. BOGLIS

Witness

Signed by Angiliki Boglis in the presence of:

) A. BOGLIS

Witness

INFORMATION ONLY



Caveator's Consent

ID Vearings Pty Ltd ACN 601 194 825 as caveator under instrument no's AM069434C and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a dotted line. The signature is stylized and appears to be 'Rob M'.

Caveator's Consent

ID Folkestone Vearings Land Pty Ltd ACN 609 840 888 as caveator under instrument no's AM415168V and AM069433E consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

A handwritten signature in black ink, written over a dotted line. The signature is stylized and appears to be 'Rob M'.

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Mortgagee's Consent

Australia and New Zealand Banking Group as Mortgagee under instrument no's AQ901326K and AQ665129Y consents to recording of this Agreement on each of the relevant Certificates of Title comprising the Subject Land.

Signed for and behalf of Australia and New Zealand
Banking Group Limited ARN 11 005 357 522 by its attorney

Carlu Pierce pursuant to power of attorney dated
17 April 2018 in the presence of:

Witness: Trinh Van

Attorney



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 07/07/2025 11:34:10 AM

Status	Registered	Dealing Number	AS240119F
Date and Time Lodged	07/06/2019 02:22:47 PM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	GP:2587268 VIC MACQ

MORTGAGE

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

Estate and/or Interest being mortgaged
FEE SIMPLE

Land Title Reference
12082/368

Mortgagor

Given Name(s)	ZAHRAA
Family Name	ABDUL HAKIM LATIF

Mortgagee

Name	PERPETUAL LIMITED
ACN	000431827
Australian Credit Licence	237502
Address	
Property Name	ANGEL PLACE
Street Number	123
Street Name	PITT
Street Type	STREET
Locality	SYDNEY



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

State NSW
Postcode 2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA1650
(b) Additional terms and conditions NIL

Mortgagee Execution

1. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
5. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	PERPETUAL LIMITED
Signer Name	SARAH EL-SAYED
Signer Organisation	MSA NATIONAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	07 JUNE 2019

File Notes:
NIL

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

Statement End.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Produced 07/07/2025 11:34:10 AM

Status	Registered	Dealing Number	AS240118H
Date and Time Lodged	07/06/2019 02:22:47 PM		

Lodger Details

Lodger Code	18440T
Name	MSA NATIONAL
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

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

Privacy Collection Statement

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

Land Title Reference

12082/368

Transferor(s)

Name	ID FOLKESTONE VEARINGS LAND PTY LTD
ACN	609840888

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 242000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	ZAHRAA
Family Name	ABDUL HAKIM LATIF
Address	
Street Number	8
Street Name	BETHNAL
Street Type	AVENUE



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Locality	WOLLERT
State	VIC
Postcode	3750

Duty Transaction ID
4588804

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	ID FOLKESTONE VEARINGS LAND PTY LTD
Signer Name	NICHOLAS SPARKS
Signer Organisation	MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	07 JUNE 2019

Execution

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

Executed on behalf of	ZAHRAA ABDUL HAKIM LATIF
Signer Name	ARVIND BAGLA
Signer Organisation	SMART LOANS & CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	07 JUNE 2019

File Notes:
NIL

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

Statement End.

FORM 2
Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT
Building Permit No. 9283418830711

Issued to

Agent of Owner **Simonds Homes Victora Pty Ltd**
ACN / ARBN **050 197 610**
Postal Address **LEVEL 1 28/797 Plenty Road SOUTH MORANG** Postcode **3752**
Email **tracey.leung@simonds.com.au**
Address for serving or giving of documents: **LEVEL 1 28/797 Plenty Road SOUTH MORANG** Postcode **3752**
Contact Person **Tracey Leung** Telephone **0394049525**

Ownership Details

Owner **Zahraa Abdul Hakim Latif**
Postal Address **46 Shields Street EPPING** Postcode **3076**
Email **Jacoub_2050@hotmail.com**
Contact Person **Zahraa Abdul Hakim Latif** Telephone **0422076298**

Property Details

Street/road **Bethnal Avenue** City/suburb/town **Wollert** Postcode **3750**
Lot/s **405 LP/PS PS804352L** Volume **12082** Folio **368**
Municipal District/Whittlesea **City Council**

Builder

Name **Simonds Homes Victoria Pty Ltd** Telephone **0394049525**
Address **Level 1/570 St Kilda Road Melbourne 3004**
*ACN/*ARB: **050197610**
*Building practitioner registration no: **CDB-U 49491**

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

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Simonds Homes Victoria Pty Ltd	Domestic Builder	CDB-U 49491

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

Name	Category/class	Registration Number
Simonds Homes Victoria Pty Ltd	Domestic Builder	CDB-U 49491
Stuart McLennan	Building Surveyor	BS-U 1577
Enio Scilessere	Civil Engineer	EC 1191
Daniel Farchione	Civil Engineer	EC 18121

Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **VMIA (Insurance House Pty Ltd)**
Insurance policy number : **C405996**
Insurance policy date : **30/11/2018**

Nature of Building Work

Description: **Construction of detached dwelling and garage**
Version of BCA applicable to permit: **Vol 2, 2019**
Cost of Building Work: **\$220,471.00**
Total floor area of new building work in m²: **202m2**

Building classification

Part of Building:	BCA Classification:
New building	1ai
New building	10a

Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.2.1, P2.2.2, P2.2.3	<ul style="list-style-type: none"> • To allow the external paving at roofed porch and alfresco to be at the same height as the internal floor of the dwelling. • To allow the garage floor to be at the same height as the internal floor of the dwelling. • To allow the damp-proof course/flashing and weepholes to be level with the paving at the entry to the roofed porch and alfresco and the garage entry walls adjacent the graded paving. • To allow the damp-proof course/flashing to be partly below the finished concrete level where the masonry wall is fully protected by a roof at the front entry and alfresco area. • To allow the garage floor to be a minimum of 60mm above adjoining external driveway paving. • To allow the garage car entry door to be considered as a weatherproof opening. • To allow the garage entrance to have 20mm rebate in which the car entry door is to close. • To allow the dwelling to have a minimum 135mm step down to the garage slab.

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation no
Whittlesea City Council	Legal point of discharge	133(2)
Whittlesea City Council	To permit the proposed Garage to have an average wall height of 3.374m in lieu of the required 3.2m, as shown on plans	Reg 80
Yarra Valley Water	Build Over Easement	Section 148 of the Water Act 1989

Protection Work

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

Inspection Requirements

The mandatory inspection notification stages are:

1. before placing a footing
2. before pouring an in situ reinforced concrete member
3. Completion of framework
4. final, on the completion of all building work

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

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

Commencement and Completion

This building work must commence by **08 August 2020**

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

This building work must be completed by **08 August 2021**

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

Conditions

This permit is subject to the following conditions

1. The builder must ensure that all measures referred to in the Geotechnical Site Investigation and Footing Recommendation relating to drainage are followed to avoid any adverse moisture conditions.
2. Geotechnical Site Investigation and Footing Recommendation has made reference to possible building distress due to trees existing in the vicinity of the property. Hence, the owner/occupier of the building will be required to monitor the trees for any consequent conditions that may cause distress to the building and take appropriate preventative action.
3. Truss manufacturers computations and layout plan for all floor and roof systems to be submitted to Acme Building Consultants for approval prior to frame stage.
4. Where works are to be carried out along or within 1m from a Title boundary, a re-establishment survey carried out by a licensed land surveyor may be required to determine boundary locations.
5. Side and rear boundary fencing does not form part of this building permit unless noted otherwise and must be installed by the owner after handover but prior to occupancy in accordance with relevant authority requirements and design guidelines.
6. When making an application for an Occupancy Permit, the following information will be required:
 - Evidence of a certificate of compliance for all plumbing work that is required by section 221ZH of the Building Act 1993 to be accompanied by such certificate.
 - Certification of insulation installed in accordance with 6 star energy raters report.
 - Certification of implementation of 6 star energy report recommendations (i.e. draft stopper exhaust fans, expandable foam between door window frames & stud work, etc.)
 - Certificate of electrical safety for prescribed & non-prescribed works.
 - Certification of installation of smoke alarms in accordance with AS3786-2014 or equivalent electrical certificate.
 - Waterproofing of wet areas certificate in accordance with AS3740-2010
 - Certificate of installation of windows & glazing in accordance with AS1288-2006 & AS2047-2014.
 - Certification of installation of a suitable termite barrier in accordance with AS3660.1-2014 is not mandatory however recommended by Acme Building Consultants.
 - Provide Class A Recycled Water (Grey Water) Plumbing Certificate.
 - Provide Solar Hot Water Installation Plumbing Certificate

Relevant Building Surveyor

Name:
Address:
Email:
Building practitioner registration no.:
Municipal district:
Permit no.:
Permit issue Date :

Dino Molinaro
Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
info@acmesurveying.com
BS-U 14142
Whittlesea City Council
9283418830711
08 August 2019

Signature:

DocuSigned by:



5640ABAF0613447...

ACME Building Consultants Pty Ltd
 Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
 E:info@acmesurveying.com
 P:93314700

**Form 16**

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT**Property details**

Address **Bethnal Avenue Wollert 3750**
 Lot 405 PS/LP PS804352L Vol 12082 Folio 368
 CA Sec Parish County
 Municipality **Whittlesea City Council**

Building Permit details:

9283418830711 issued on 08-08-2019

Version of BCA applicable to building permit: Vol 2, 2019

Building detailsComplete this portion only if an occupancy permit is required under Division 1 of Part 5 of the **Building Act 1993**

Part of building	Permitted use	BCA class of building	Maximum permissible floor live load (kpa)	Maximum number of people to be accommodated
New building	Detached Dwelling	1ai	1.5 kPa	-
New building	Domestic storage	10a	1.5 kPa	-

Storeys contained

1

Rise in storeys (for Class 2-9 buildings)

-

Effective height

-

Type of construction

-

Performance Solution

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

Relevant performance requirement	Details of performance solution
P2.2.1, P2.2.2, P2.2.3	<ul style="list-style-type: none"> To allow the external paving at roofed porch and alfresco to be at the same height as the internal floor of the dwelling. To allow the garage floor to be at the same height as the internal floor of the dwelling. To allow the damp-proof course/flashings and weepholes to be level with the paving at the entry to the roofed porch and alfresco and the garage entry walls adjacent the graded paving. To allow the damp-proof course/flashings to be partly below the finished concrete level where the masonry wall is fully protected by a roof at the front entry and alfresco area. To allow the garage floor to be a minimum of 60mm above adjoining external driveway paving. To allow the garage car entry door to be considered as a weatherproof opening. To allow the garage entrance to have 20mm rebate in which the car entry door is to close. To allow the dwelling to have a minimum 135mm step down to the garage slab.

Prescribed reporting authorities

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

Reporting authority	Matter reported on or consented to	Regulation No.
Municipality	Whittlesea city council; Legal point of discharge	133(2)
Whittlesea City Council	To permit the proposed Garage to have an average wall height of 3.374m in lieu of the required 3.2m, as shown on plans	Reg 80
Yarra Valley Water	Build Over Condition	Section 148 of the Water Act 1989

Project: **Construction of detached dwelling and garage Bethnal Avenue Wollert**
Job No: **BLD20190043** Stage (if applicable):

Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
E:info@acmesurveying.com
P:93314700



Conditions to which this permit is subject

Occupancy is subject to the following conditions-
All appliances and services to be fitted off and commissioned prior to occupation

Suitability for Occupation

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

Relevant Building Surveyor

Name	Dino Molinaro
Address	Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
Email	info@acmesurveying.com
Registration No.	BS-U14142

Signature

Occupancy Permit No.

Date of inspection

Date of issue

DocuSigned by:

A handwritten signature in black ink, appearing to read "Dino Molinaro", is placed over a blue DocuSign verification line.

5640ABAF0613447...

9 December 2019

12 December 2019

Domestic Building Insurance

Certificate of Insurance

Zahraa Latif
46 Sheild Street
EPPING
VIC 3076

Policy Number:
C405996

Policy Inception Date:
30/11/2018

Builder Account Number:
007470

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**
At the property: **Lot 405 Bethnal Avenue WOLLERT VIC 3750 Australia**
Carried out by the builder: **SIMONDS HOMES VICTORIA PTY LTD**
Builder ACN: **050197610**

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

For the building owner(s): **Zahraa Latif**
Pursuant to a domestic building contract dated: **29/11/2018**
For the contract price of: **\$ 220,471.00**
Type of Cover: **Cover is only provided if SIMONDS HOMES VICTORIA PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***
The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***
The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$640.00
GST:	\$64.00
Stamp Duty:	\$70.40
Total:	\$774.40

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

	Certificate of insurance	Your Domestic Building Contract	
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	✓
	Carried out by Builder: JOHN CITZEN ABN: 12 345 678 910	Carried out by Builder: CITIZEN CONSTRUCTIONS PTY LTD ACN: 987 654 321	✗
	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 123 456 789	Carried out by Builder: ACME CONSTRUCTIONS PTY LTD ACN: 987 654 321	✗
			Name of Builder and ACN match
			Name of Builder does not match
			ACN does not match

PROPERTY REPORT

From www.land.vic.gov.au at 07 July 2025 12:03 PM

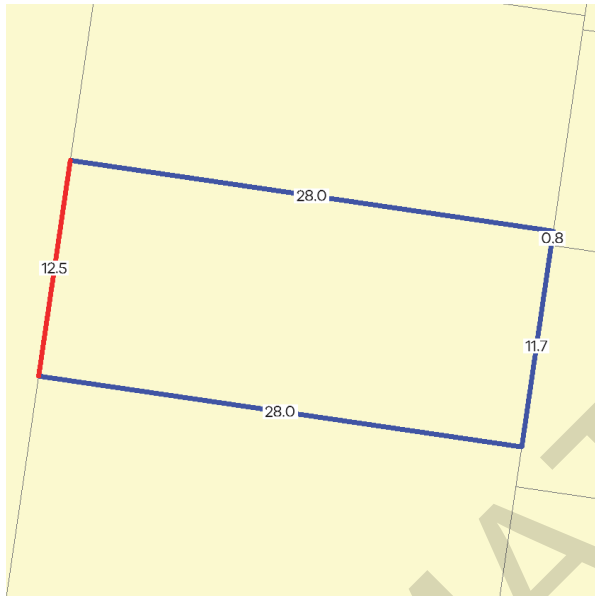
PROPERTY DETAILS

Address: **8 BETHNAL AVENUE WOLLERT 3750**
Lot and Plan Number: **Lot 405 PS804352**
Standard Parcel Identifier (SPI): **405\PS804352**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1022573**
Directory Reference: **Melway 388 E9**

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: 350 sq. m

Perimeter: 81 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 METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



 Selected Property

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 07 July 2025 12:03 PM

PROPERTY DETAILS

Address: **8 BETHNAL AVENUE WOLLERT 3750**
Lot and Plan Number: **Lot 405 PS804352**
Standard Parcel Identifier (SPI): **405\PS804352**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **1022573**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 388 E9**

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 METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

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

[View location in VicPlan](#)

Note

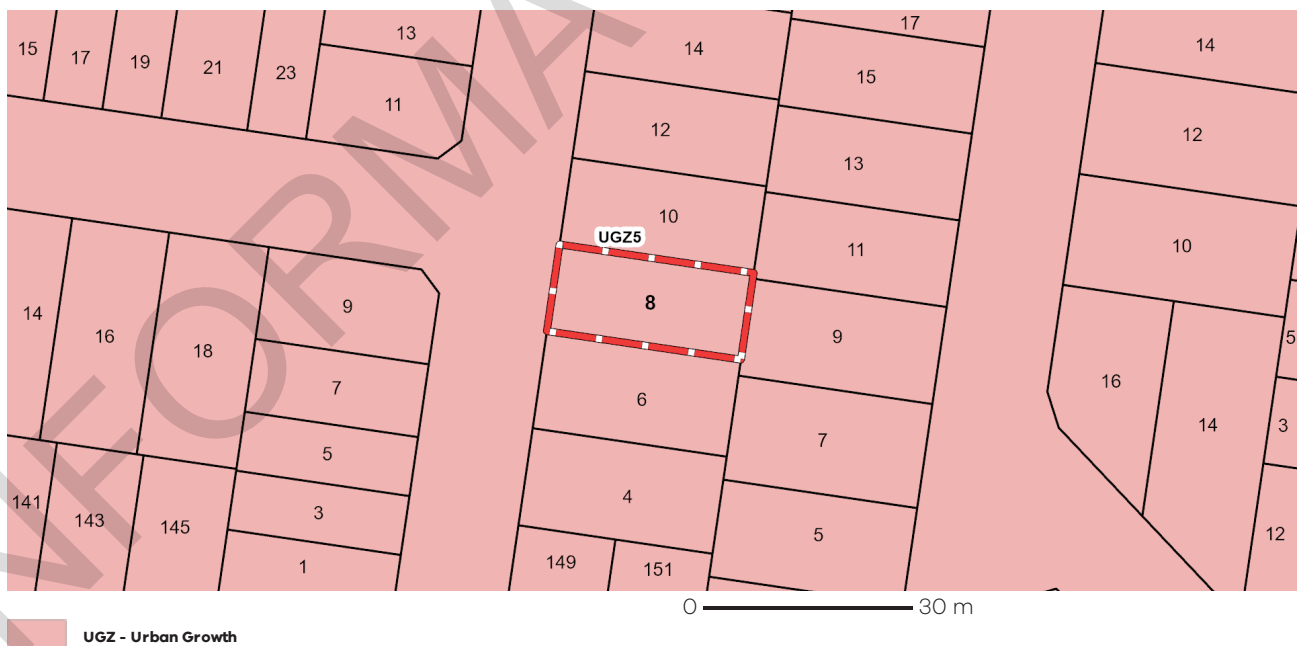
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 5 \(UGZ5\)](#)



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

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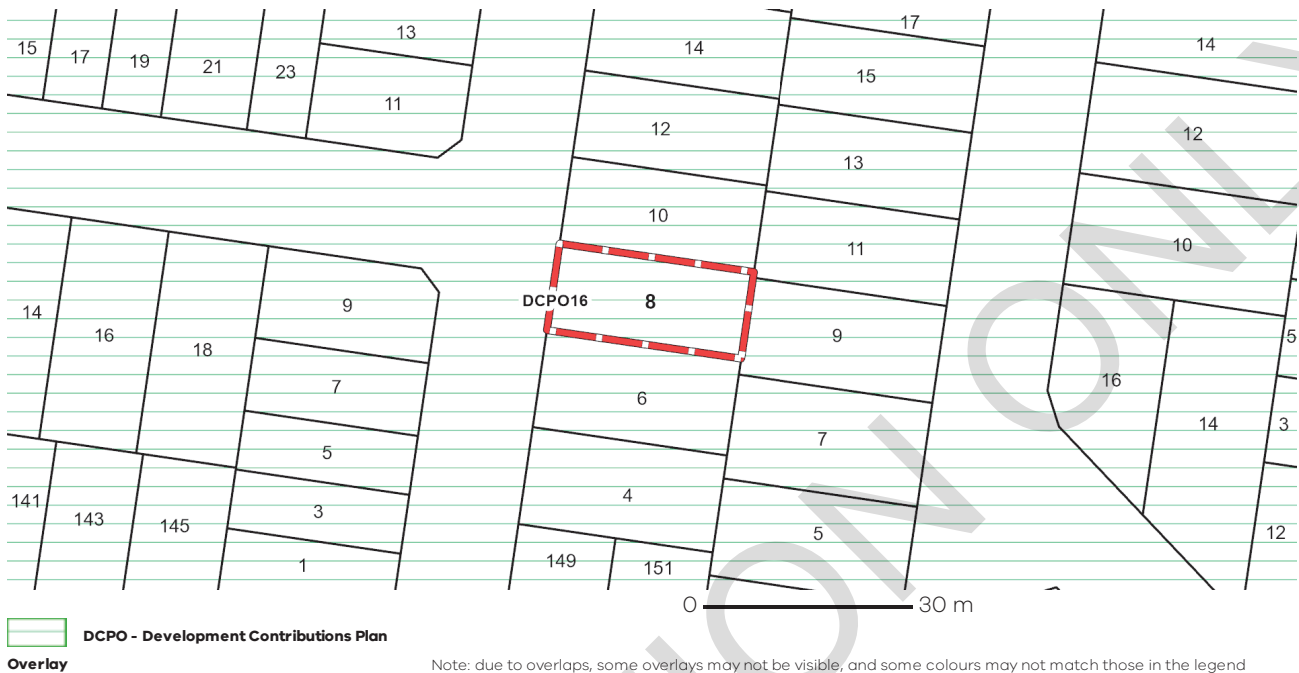
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

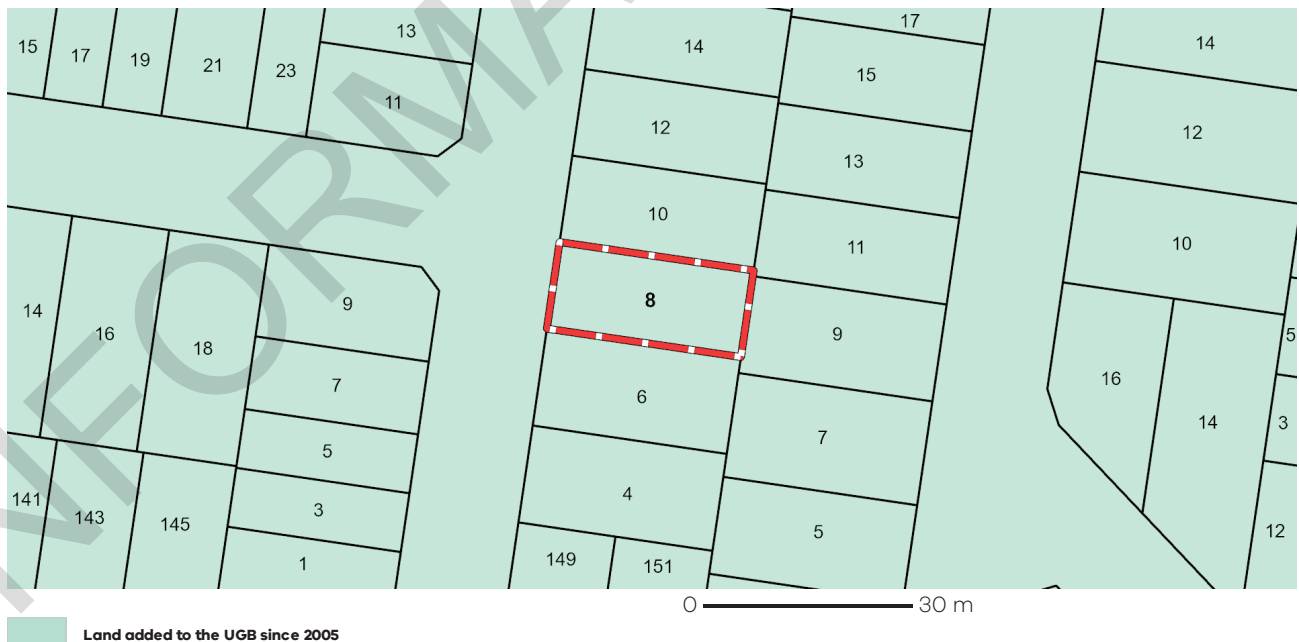
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 16 (DCPO16)



Growth Area Infrastructure Contribution

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



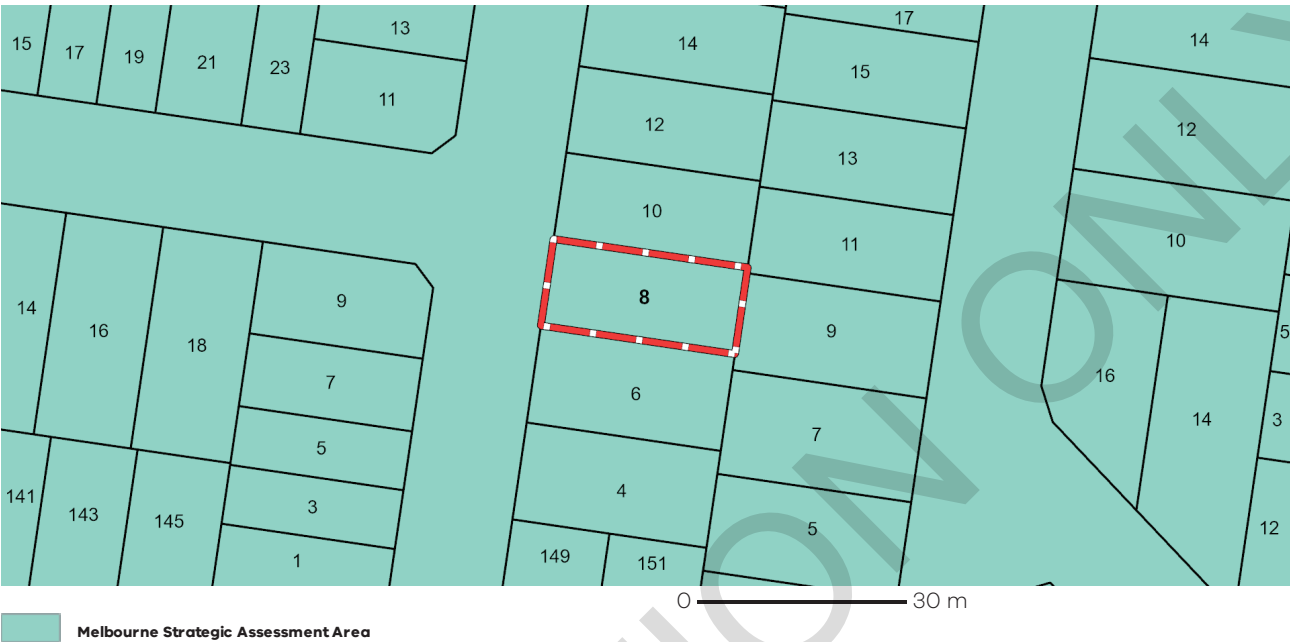
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Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

¹ 'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

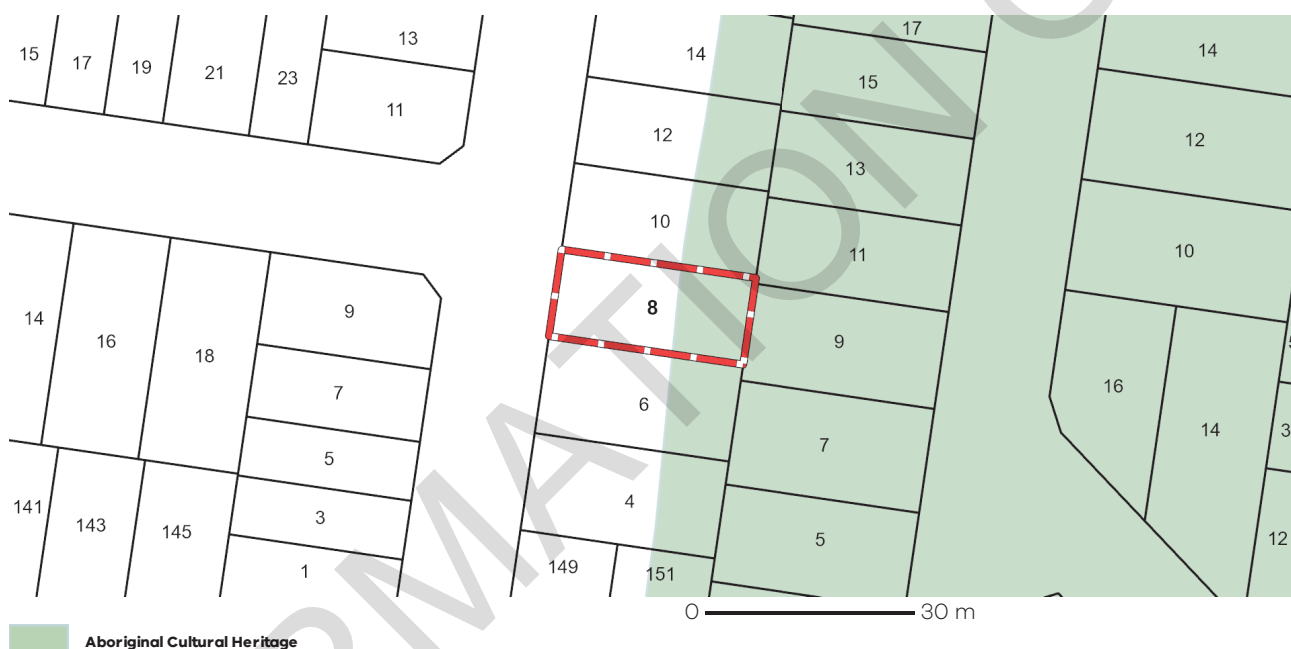
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.ga.gov.au/ga/Question1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 3 July 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



Enquiries: (03) 9217 2170
Assessment: 1022573

3 July 2025

Z Abdul Hakim Latif
46 Shields Street
EPPING VIC 3076

Account summary of rates & charges

Property address - 8 Bethnal Avenue WOLLERT 3750

Capital Improved Value
\$675,000

Site Value
\$350,000

Net Annual Value
\$33,750

Level of values date 1 January 2025

Valuation operative date 1 July 2025

THE INFORMATION BELOW REMAINS PROVISIONAL UNTIL THE 2025/26 RATE NOTICES ARE ISSUED.

Overdue balance as at 30/06/2025	\$11,467.95
Interest charges incurred this rating year	\$0.00
Other adjustments including legal costs (net)	\$0.00
2025-26 General rate	\$1,595.93
2025-26 ESVF Fixed charge (Res)	\$136.00
2025-26 ESVF Variable Levy (Res)	\$116.78
2025-26 Waste Service Charge (Res/Rural)	\$208.80
2025-26 Waste Landfill Levy Res/Rural	\$105.85
Less Pensioner concessions	\$0.00
Sustainable land management rebate (if eligible)	\$0.00
Payments received this rating year	\$0.00

Total Balance as at 3 July 2025 **\$13,631.31**

Instalment 1 30/09/2025	Instalment 2 30/11/2025	Instalment 3 28/02/2026	Instalment 4 31/05/2026
\$12,011.31	\$540.00	\$540.00	\$540.00

Payment Methods



Bill Code 5157
Reference 1022573



www.whittlesea.vic.gov.au
(enter 1022573)



1300 301 185
(press 1 and then
1022573)



Locked Bag 1
Bundoora MDC 3083



Council Offices
8.30am – 5.00
pm
Mon - Fri

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

Your quarterly bill



MS Z ABDUL HAKIM LATIF
8 BETHNAL AVE
WOLLERT VIC 3750

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 04 0395 6677
Invoice number 0409 0441 69119
Issue date 2 Jul 2025
8 BETHNAL AVE
Property address WOLLERT
Property reference 5213051, LOT 405
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$52.46 CR
Payment received thank you	-\$90.00
Balance carried forward	\$142.46 CR
This bill	
Usage charges	\$17.59
Total this bill (GST does not apply)	\$17.59
Total balance	\$124.87 CR

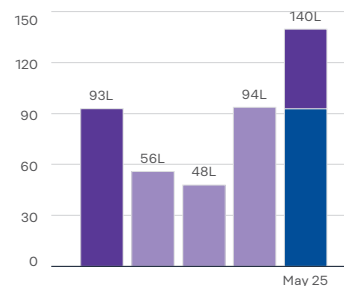
Recycled water is available.
It's not to be used for drinking, preparing food or bathing,
but it's great for watering gardens, washing clothes and
flushing toilets.



● Usage charges

Your household's daily water use

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



Average use in litres per day
■ Water ■ Recycled water

Your daily spend

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

This bill
\$0.41

Last year
N/A



How to pay



Direct debit

Sign up for Direct Debit at
yvwm.com.au/directdebit or
call 1300 304 688.



EFT

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

Account name:
Yarra Valley Water
BSB: 033-885
Account number: 403912218



BPAY®

Bill code: 344366
Ref: 040 3956 6771



Centrepay

Use Centrepay to arrange
regular deductions from your
Centrelink payments.

Visit yvwm.com.au/paying
CRN reference: 555 054 118T



Post Billpay®

Pay in person at any post office,
by phone on 13 18 16 or at
postbillpay.com.au

Bill code: 3042
Ref: 0409 0441 69119



Credit Card

Online: yvwm.com.au/paying
Phone: 1300 362 332

MS Z ABDUL HAKIM LATIF

Account number 04 0395 6677

Invoice number 0409 0441 69119

Balance **\$124.87 CR**

As per your payment arrangement

Your usage detail

1kL = 1,000 litres

Meter number	Current reading	Previous reading	Usage
YRATD23461 (Recycled Water)	224kL -	222kL =	2kL
From 1 Apr 2025 - 14 May 2025			(43 days)
Recycled water usage charge	Usage	Price \$/kL	Amount
	2.000kL x	\$1.9259 =	\$3.85
Total	2.000kL		\$3.85

Meter number	Current reading	Previous reading	Usage
YATD090300	744kL -	740kL =	4kL
From 1 Apr 2025 - 14 May 2025			(43 days)
Water and sewer usage charge	Usage	Price \$/kL	Amount
STEP 1 (0-440 litres per day)	4.000kL x	\$3.4342 =	\$13.74
Total	4.000kL		\$13.74
Total usage charges			\$17.59

Your charges explained

→ Recycled water usage charge

1 April 2025 - 14 May 2025

The cost for recycled water used at your property, including treatment and delivery. If we need to supply drinking water instead of recycled water, you will still be charged the recycled water usage rate.

→ Water and sewer usage charge

1 April 2025 - 14 May 2025

The cost for water used at your property. This includes capturing, treating and delivering water, and removing, treating and disposing of sewage from your property. The cost increases with the amount used (STEP tariffs).

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvwm.com.au/financialhelp.

Registering your concession can also reduce the amount you need to pay. Please call us on **1800 680 824** or visit yvwm.com.au/concession.

Contact us

Enquiries 1300 304 688
Faults and Emergencies 13 27 62 (24hr)
enquiry@yvwm.com.au
yvwm.com.au
TTY Voice Calls 133 677
Speak and Listen 1300 555 727

For language assistance
العربية 1300 914 361
廣東話 1300 921 362
Ελληνικά 1300 931 364
普通话 1300 927 363
For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 7-14 Aug 2025

Our performance

We're committed to delivering on the outcomes you told us you value and expect.

Learn more at yvwm.com.au/performance

Learn more at yvwm.com.au/prices

Our prices are changing. From 1 July 2025, bills will increase by 3.2%, which is around \$9 more on a typical quarterly bill. We know every dollar counts. We're keeping the increase as low as possible, while continuing to deliver reliable services and invest in improvements for you and your community.

Pricing update



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