

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

Contract of sale of land

15 Kosciuszko Drive, Craigieburn VIC 3064

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

.....

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

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

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

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

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

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

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

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

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

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

*This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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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

Jason Real Estate

201B Melrose Drive, Tullamarine VIC 3043

Email: tullamarine@jasonrealestate.com.au

Tel: 9338 6411

Mob:

Fax: 9338 6548

Ref:

Vendor

Taranpal Singh

1 Patton Street, Doreen VIC 3754

Vendor's legal practitioner or conveyancer

Pauline Madden Conveyancing & Legal

127 Main Street, Bacchus Marsh Vic 3340

PO Box 957, Bacchus Marsh VIC 3340

Email: convey@pmaddenlegal.com.au

Tel: (03) 5367 6226

Mob:

Fax:

Ref: MB:16718

Purchaser

Name:

Address:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

| Certificate of Title reference | being lot | on plan |
|--------------------------------|-----------|---------|
| Volume 12483 | Folio 425 | 36622 |
| | | 845622B |

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

The land includes all improvements and fixtures.

CONTRACT OF SALE OF LAND

Property address

The address of the land is: 15 Kosciuszko Drive, Craigieburn VIC 3064

Goods sold with the land (general condition 6.3(f)) – vacant land**Payment**

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on 30/60 days from the signing hereof.

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

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

Lease (general condition 5.4)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

(or another lender chosen by the purchaser)

Loan amount: no more than _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

Sale by Auction

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

Guarantee

2. If the Purchaser is or includes a company, the Purchaser will forthwith after execution of this Contract procure the execution by each of the directors of the company of a guarantee to be submitted by the Vendor to the Purchaser.

Purchaser Warranties

3. The Purchaser warrants:
 - (i) That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
 - (ii) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the Treasurer of the Commonwealth of Australia has advised in writing that the Treasurer has no objection to the acquisition of the property by the Purchaser.

Whole Agreement

4. That the Contract comprised the whole of the agreement between the parties and it is expressly agreed that no covenants or promises are implied into this Contract or arise between the parties pursuant to any collateral or other agreement.

5. Interpretation

5.1 In this Contract, a reference to:

- (a) any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any statutory instrument issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa;
- (c) an individual or person includes a corporation, firm, authority, government or government authority and vice versa;
- (d) any gender includes the other genders;
- (e) a party to this Contract includes that party's executors, administrators, successors and permitted assigns; and

- (f) a condition, annexure or schedule is a reference to a condition, annexure or schedule of this Contract.

- 5.2 Including and singular expressions are not words of limitation.
- 5.3 Headings are for convenience and reference only and do not affect the meaning or interpretation of this Contract.
- 5.4 If the whole of any part of a provision of this Contract is invalid or unenforceable, the validity or enforceability of the remaining provisions will not be affected.
- 5.5 No provision of this Contract, which is capable of taking effect after settlement, merges on settlement of this Contract.
- 5.6 Any obligation on the part of two or more persons under this Contract binds all of them jointly and each of them severally.
- 5.7 The obligations imposed and the benefits conferred under this Contract on each of the parties are binding upon and endure for the benefit of the respective parties and each of their respective successors in title, legal personal representatives and permitted assigns.
- 5.8 If an act must be done on a specified day, which is not a Business Day, the act must be done on the Business Day immediately after that specified day.

6. Amendments to General Conditions

- 6.1 The Purchaser and the Vendor agree that if there is any inconsistency between the provisions of the General Conditions ("GC") and special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of the special conditions prevail.
- 6.2 The GC are amended as follows:
 - 6.2.1 GC8 is amended by adding the following new paragraph;
 - "8.3" The purchaser acknowledges that the property is sold and the purchaser shall take title thereto subject to all existing water, sewerage and drainage, gas, electricity, telephone or other installations, services and utilities (if any). The purchaser shall not make any requisition, objection or claim for compensation in respect of any of the following:
 - (a) the nature, location, availability or non-availability of any such installations, services and utilities;
 - (b) if any such service is a joint service with any other land or building;

- (c) if any such service for any other property or building or any parts of connections pass through the property;
- (d) if any sewer or water main in connection passes through in or over the property;
- (e) if there is a man hole or vent on the property; or
- (f) if because of or arising out of any such installations, services and utilities the property may be subject to or have the benefit of any rights or easements in respect of such installation service or utility."

6.2.2 GC3 is deleted and replaced with the following:

- "3.1 If the purchaser is a company other than a public company or if the purchaser nominates a substitute purchaser which is a company other than a public company, the purchaser must at the purchaser's expense procure the execution of the attached form of guarantee and indemnity by each of its directors and deliver it to the vendor together with the executed contract.
- 3.2 If the purchaser fails to procure the execution of the guarantee in accordance with this General Condition within seven (7) days of the date of this Contract, the vendor may rescind this Contract in accordance with General Conditions 34 and 35.

6.2.3 GC28.3 is deleted and replaced with the following:

- "28.3 The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition."

6.2.4 GC31.4, GC31.5 and GC31.6 are deleted.

6.2.5 GC32 is amended by adding the following paragraph at the end of the condition:

- "32.2 The purchaser acknowledges that without limitation the following items are included within the definition of 'a reasonably foreseeable loss':

- (a) all costs including interest associated with bridging finance to complete the vendor's purchase of another property;
- (b) expenses including interest payable by the vendor under any existing loans secured over the property or other property of the vendor;
- (c) accommodation expenses incurred by the vendor;
- (d) the vendor's legal costs and expenses as between solicitor and client incurred due to the breach;
- (e) penalties and any other expenses payable by the vendor due to any delay in completion of the purchase of another property; and
- (f) if the default results in settlement being delayed until after 31 December in any calendar year, any additional land tax incurred by the Vendor as a result of the land being included in the Vendor's land tax assessment for the next calendar year."

6.2.6 GC35 is amended by adding the following paragraph at the end of the condition:

"35.6 Unless the price includes GST, the reference to 'the price' in this GC35 refers to the price plus any GST payable on the price."

7. Restrictions and Acknowledgments

The property is sold:

- (a) subject to any restrictions as to user under any order, plans, scheme, regulation or by-law made by any authority empowered by legislation to control the use of the land. No such restriction shall constitute a defect in the vendor's title or affect the validity of this Contract of Sale and the purchaser shall not make any requisitions or objections or be entitled to any compensation from the vendor in respect thereof
- (b) in its present state and condition which is accepted by the purchaser. The purchaser acknowledges that the purchaser has relied on its own inspection of the property and that no representation has been made by or on behalf of the vendor as to whether or not –
 - (i) any buildings or improvements erected on the land comply with Victorian Building Regulations, relevant legislation and/or by-laws;
 - (ii) any contaminant of any kind is in, under or emanating from the property

- (c) the purchaser shall not make any requisition or claim any compensation from the vendor in respect of –
 - (i) any non compliance with any regulation, relevant legislation or by-law or require the vendor to carry out any repairs, renovations, alterations or improvements to the property;
 - (ii) the condition of the property as to compliance or non-compliance of the property with any environmental law
- (d) on the basis that this Contract constitutes the whole of the agreement made between the vendor and the purchaser who agrees and declares that there are no conditions, obligations, stipulations, terms or warranties, (except those contained here) relating to the sale of the land.

8. Vendors Statement

The purchaser hereby acknowledges that prior to the execution of this or any other contract, agreement or document whatsoever in relation to the purchase of the said land or before payment of any deposit in relation thereto the purchaser received a statement in writing setting out the particulars required by Section 32 of the Sale of Land Act 1962 as amended ("the Vendors Statement") and also acknowledges having received a copy of this Contract of Sale.

9. Stamp Duty

- 9.1 The purchaser acknowledges, if there is more than one purchaser, that it is the purchasers responsibility to ensure that the Contract of Sale correctly records at the date of sale their respective proportions.
- 9.2 The purchaser shall be responsible for the payment of any additional stamp duty which may be assessed by the State Revenue Office if the proportions recorded on the Transfer of Land differ from those recorded in this Contract of Sale and shall indemnify the vendor, the vendor's agent and the vendor's legal practitioner against all and any claims or demands which may be made in respect to any additional stamp duty.

10. Non merger

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

11. Severability

Should any part of this Contract of Sale be or become void or unenforceable then that part shall be severed from this Contract of Sale to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by such severance.

12. Swimming Pools and Smoke Alarms

- 11.1 The purchaser warrants and acknowledges that the purchaser is aware of the requirements of the Building Regulations 2018 (Vic) in relation to the safety of existing swimming pools.
- 11.2 If a swimming pool or spa exists on the Land hereby sold, then the purchaser acknowledges that such swimming pool or spa may not comply with the Building Regulations 2018 (Vic) and the purchaser further acknowledges that it shall be the purchaser's sole responsibility to comply at the purchaser's cost with the Building Regulations 2018 (Vic) insofar as they apply to the relevant swimming pool or spa and that no claims, objections or requisitions on or to the vendor may be raised by the purchaser in this regard.
- 11.3 The Vendor makes no representations and accepts no responsibility concerning compliance with the Building Regulations 1994 requirement for smoke alarms. The purchaser is advised that Regulation 5.14 of the Building Regulations 1994 requires that all dwellings and or units be fitted with self contained smoke alarms within 30 days of settlement.

13. Compliance with Notices

The purchaser shall assume liability for compliance with all notices and orders relating to the property (other than those relating to current rates) which are made or issued after the date of sale.

14. Resale Deed

- 14.1 The purchaser hereby acknowledges that prior to the execution of this or any other contract, agreement or document whatsoever in relation to the purchase of the said land or before payment of any deposit in relation thereto the purchaser received a copy of the Resale Deed including Special Conditions of the Head Contract as attached to this contract and marked "Annexure A".
- 14.2 The purchaser agrees that as soon as possible after signing the contract, the purchaser will enter into the Resale Deed in the form as attached to this contract and marked "Annexure A" and following settlement will be bound by and comply with any obligations whatsoever placed on the purchaser by the Resale Deed.

- 14.3 The purchaser indemnifies and holds harmless the vendor against any loss whatsoever the vendor suffers as a result of the purchase breaching this special condition, including but not limited to failing to comply with any obligations whatsoever placed on the purchaser in the Resale Deed or failing to enter into the Resale Deed.
- 14.4 This special condition survives and does not merge on settlement.

SCHEDULES

SCHEDULE 1

Regulations 5, 6 and 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- *1. No bids may be made on behalf of the vendor of the land,
OR
- *1. The auctioneer may make one or more bids on behalf of
the vendor of the land at any time during the auction.
[*One of these alternatives must be deleted]
- 2. The auctioneer may refuse any bid.
- 3. The auctioneer may determine the amount by which the
bidding is to be advanced.
- 4. The auctioneer may withdraw the property from sale at
any time.
- 5. The auctioneer may refer a bid to the vendor at any time
before the conclusion of the auction.
- 6. In the event of a dispute concerning a bid, the auctioneer
may re-submit the property for sale at the last undisputed
bid or start the bidding again.
- 7. The auctioneer must not accept any bid or offer for a
property that is made after the property has been knocked
down to the successful bidder, unless the vendor or
successful bidder at the auction refuses to sign the contract
of sale following the auction.
- 8. If a reserve price has been set for the property and the
property is passed in below that reserve price, the vendor
will first negotiate with the highest bidder for the purchase
of the property.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Pty Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay –
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

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

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold 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 registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
 - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *new residential premise or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
 - (a) settlement is conducted through the electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
 - (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser'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.
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Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give' and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

GUARANTEE

of

(hereinafter called the "Guarantors") in consideration of the within named Vendor(s) selling to the within named Purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth do hereby for ourselves our respective executors and administrators jointly and severally covenant with the said Vendor(s) that if at any time default shall be made in the payment of the deposit or residue of purchase money or interest or other monies payable by the Purchaser(s) to the Vendor(s) under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed or observed by the Purchaser(s) **WE WILL** forthwith on demand by the Vendor(s) pay to the Vendor(s) the whole of such deposit residue of purchase money interest or other monies which shall then be due and payable to the Vendor(s) and will keep the Vendor(s) indemnified against all loss of purchase money interest and other monies payable under the within Contract and all losses costs charges and expenses whatsoever which the Vendor(s) may incur by reason of any default, as aforesaid on the part of the Purchaser(s). This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor(s) in enforcing payment of any of the monies payable under the within Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or by time being given to the Purchaser(s) for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our executors or administrators.

IN WITNESS WHEREOF our hands and seals have hereunto been affixed this

day of 2023

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

Witness:.....

ANNEXURE A

Resale Deed



Re-sale Deed

Re-sale Deed made at on 20

In favour of: The company referred to in Item 1 of Schedule 1 (**Stockland**)

By: The person(s) referred to in Item 2 of Schedule 1 (**New Purchaser**)

Recitals

- A. The New Purchaser has agreed to purchase the Property.
- B. Under the Original Contract, the Original Purchaser agreed not to sell, transfer or otherwise dispose of the Property without the New Purchaser entering into this Deed.
- C. If the New Purchaser is a company, the Guarantor guarantees the obligation of the New Purchaser under this Deed.

This deed poll provides

1. Definitions

In this Deed:

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Completion means the completion of the Original Contract.

Construction Commencement Date means the date in Item 8 of Schedule 1.

Construction Completion Date means the date in Item 9 of Schedule 1.

Continuing Obligations means each of the obligations under the Original Contract applicable to the New Purchaser as set out in Schedule 2 and Annexure B (if any).

Council means Hume City Council.

Deed means this deed poll and its annexures.

Design Essentials means the design essentials or guidelines (including any addendums) which relate to the Land attached to this Deed as Annexure A.

Development Activities means:

- (a) any works by Stockland or intended to be carried out by Stockland to develop the Estate including:
 - (i) any works to subdivide land forming part of the Estate;
 - (ii) any demolition or construction works including works ancillary to or associated with those works;
 - (iii) any works to install infrastructure including services in the Estate;

2. Continuing Obligations

Without limiting the other obligations in this Deed, the New Purchaser agrees to be bound by the Continuing Obligations and acknowledges that Stockland may:

- (a) exercise any rights in relation to the Design Essentials or the Continuing Obligations against the New Purchaser; and
- (b) take any action against the New Purchaser in respect of a breach of the Design Essentials or the Continuing Obligations,

as if the New Purchaser was the Original Purchaser under the Original Contract.

3. Development of Estate

3.1 Development of Estate

The New Purchaser acknowledges that:

- (a) the Property forms part of the Estate, which will be progressively developed in stages over time;
- (b) the Estate may not be completely developed by Completion;
- (c) the timing for commencement and completion of each stage of the development of the Estate will be determined by Stockland in Stockland's absolute discretion;
- (d) parts of the Estate may be consolidated, subdivided, dedicated or remain undeveloped or sold by Stockland in Stockland's absolute discretion and Stockland makes no warranty or representation as to what use any part of the Estate may be put;
- (e) Stockland may review at any time the proposed development of the Estate including:
 - (i) the configuration, size, nature and use of the lots or proposed lots within the Estate; and
 - (ii) the name of roads and parks within the Estate shown on any plan or document,and any document showing the proposed development of the Estate may be modified as a result of such review; and
- (f) without limiting clause 3.1(e), Stockland makes no warranty or representation as to:
 - (iii) whether the Estate will or will not include playgrounds, parklands, lakes or water courses, sports grounds, retail or commercial developments, child care centres, schools, community facilities, cycling facilities or public open spaces; or
 - (iv) the nature or density of any development within the Estate, or within any stage of the Estate, including whether any stage will comprise commercial or residential development and, if residential, whether that development will comprise low density dwellings, medium density dwellings, high density dwellings, townhouses, multiple dwelling lots, duplexes, villas or retirement dwellings.

3.2 Development Activities

As a result of the matters outlined in clause 3.1, the Property, the New Purchaser and occupiers of the Property may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

- (iv) any landscaping works including works ancillary to or associated with the landscaping works;
 - (v) any other works to develop the Estate, which are considered necessary or desirable by Stockland; and
- (b) any works by purchasers of land or other third parties within the Estate.

Estate means the larger residential community identified as such in item 6 of Schedule 1 of which the Land and the Property form part.

Guarantor means each person named in Item 3 of Schedule 1.

Land means the land described in Item 5 of Schedule 1 which was subdivided to create the Property.

Landscaping means landscaping the areas of the Property surrounding the dwelling house in accordance with the Design Essentials.

NBN Building Ready Specifications means the specifications governing the building requirements for connecting a dwelling house to the national broadband fibre optic network as may be provided by Stockland or as otherwise available at the website www.nbnco.com.au.

Network Infrastructure means the physical infrastructure which will support the national broadband fibre optic network.

New Purchaser's Plans and Specifications means the New Purchaser's plans and specifications for any dwelling or structure (including any associated works) to be constructed on the Property by the New Purchaser.

Object means make or assert a claim, demand or cause of action (whether based in contract, equity, tort or statute).

Original Contract means the contract between Stockland (as vendor) and the Original Purchaser (as purchaser) for the Property.

Original Purchaser means each person described in Item 6 of Schedule 1.

Property means the property described in Item 4 of Schedule 1.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage constructed or to be constructed by Stockland on or adjacent to the Land and/or the Property.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

- (a) the placement and maintenance within the Estate (but not on the Property after Completion) of:
 - (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and
 - (ii) stalls or associated facilities for the use of salespersons;
- (b) any event or function held within the Estate (but not on the Property after Completion); and
- (c) the use of homes by either Stockland or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

- (a) noise, dust, vibration and disturbance to the occupiers of the Property within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;
- (b) temporary obstruction or interference with any services to the Property;
- (c) access to the Property being temporarily diverted during the course of the Development Activities;
- (d) construction traffic adjacent to or passing by the Property;
- (e) construction waste being located near or in close proximity to the Property;
- (f) damage to driveways, landscaping or footpaths within the Estate;
- (g) building materials, vehicles, equipment or fill being stored on adjacent land or roads within the Estate; or
- (h) other disruptions, disturbances or inconveniences associated with the Development Activities.

3.3 Roads

Stockland discloses that:

- (i) Stockland intends to dedicate roads within the Estate to the Council in stages;
- (j) roads within the Estate may be closed or gated and access restricted (but not to the property) whilst Stockland undertakes the Development Activities;
- (k) use of the roads within the Estate will be shared with construction traffic whilst Stockland undertakes the Development Activities;
- (l) Stockland may not complete the final seal of roads within the Estate until completion of the Development Activities; and
- (m) the configuration of roads within the Estate have not been finalised and Stockland may vary the location of roads or the manner of managing traffic on them.

3.4 Selling and Leasing Activities

Until Stockland completes the sale of all proposed residential and other lots within the Estate, Stockland and persons authorised by Stockland are entitled to and will conduct the Selling and Leasing Activities.

3.5 No objection by New Purchaser

The New Purchaser must not:

- (a) Object in respect of the matters dealt with in this clause 3; or
- (b) make any Claim or seek to enforce any judgment or order against Stockland or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent, Authority approvals or lawful requirements.

4. Deed of covenant from transferee

- (a) The New Purchaser must not sell, transfer or otherwise dispose of its interest in the Property prior to completion of construction of a dwelling house on the Land in accordance with this Deed without first delivering to Stockland a deed of covenant on substantially the same terms as this Deed signed by the new purchaser, transferee or

disponnee (**Incoming Purchaser**) in favour of Stockland agreeing to be bound by the covenants and other obligations of the New Purchaser under this Deed, as if the Incoming Purchaser were named in this Deed.

- (b) Where the Incoming Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the New Purchaser must procure that all of the directors of the Incoming Purchaser sign the deed of covenant as guarantors.

5. Indemnity

- (a) The New Purchaser indemnifies Stockland against any Claim suffered or incurred by Stockland arising from a failure by the New Purchaser to comply with its obligations under this Deed.
- (b) The indemnity in clause 5(a) is a continuing obligation, separate and independent from the other obligations of the parties.
- (c) It is not necessary for Stockland to incur expense or make payment before enforcing its right of indemnity conferred by clause 5(a).

6. Caveat

- (a) The New Purchaser grants Stockland a charge over the Property to secure its obligations under this Deed.
- (b) The New Purchaser agrees that Stockland may lodge a caveat on the title to the Property to give notice of its interest in the Property pursuant to the charge and the New Purchaser must provide any consent required by Stockland to enable registration of the caveat.

7. Guarantee

- (a) The Guarantor guarantees to Stockland the performance of all obligations and payment of all monies by the New Purchaser under this Deed.
- (b) The Guarantor's liability under clause 7(a) will not be affected:
 - (i) if Stockland allows any concession to the New Purchaser;
 - (ii) if Stockland does not sue the New Purchaser;
 - (iii) if Stockland terminates or exercises any other rights under this Deed;
 - (iv) if the New Purchaser dies or becomes insolvent; and
 - (v) if there is more than one Guarantor, if any other of them has not signed this Deed.
- (c) The liability of the Guarantor will continue until the New Purchaser has performed all the obligations under this Deed.
- (d) If Stockland assigns its interests in this Deed, Stockland may also assign the benefit of the Guarantor's obligations under this clause.

8. Electronic copy

This Deed is binding on the New Purchaser and the Guarantor who have signed this Deed where a copy of this Deed as executed by them is provided or forwarded to Stockland, including by electronic copy.



9. Severability

Without limiting any other provision or obligation of this Deed, if any term, requirement, covenant or condition in the Design Essentials, the Continuing Obligations or this Deed (or any part of them) is invalid or unenforceable for any reason the remaining terms, requirements, covenants and conditions will continue to apply and will be valid and enforceable to the fullest extent permitted by law.

Schedule 1 (Re-sale Deed)

| | | |
|----------------|--|---|
| Item 1 | Stockland: | Name: Address: |
| Item 2 | New Purchaser: | Name: Address: Telephone No: Email: |
| Item 3 | Guarantor: | Name: Address: Telephone No: Email: |
| Item 4 | Property: | Address: Real property description: |
| Item 5 | Land: | Real property description: Lot on PS |
| Item 6 | Original Purchaser: | Name: Address: Telephone No: Email: |
| Item 7: | Estate | The larger residential community or project known as Highlands. |
| Item 8: | Construction Commencement Date: | The date that is 12 months from the date of this Deed |
| Item 9: | Construction Completion Date: | The date that is the later of: (a) construction completion date under the Original Contract; and (b) 24 months from the date of this Deed. |

Schedule 2 (Re-sale Deed) – Continuing Obligations

1. Design Essentials and use

1.1 Design Essentials

- (a) The New Purchaser acknowledges the Property forms part of the Estate.
- (b) The New Purchaser agrees to be bound by the Design Essentials which are current at the time its builder prepares the New Purchaser's Plans and Specifications, and the Continuing Obligations, as if they were repeated in this Deed in full.
- (c) Stockland has no obligation to enforce and may vary, relax or waive any of the requirements under the Design Essentials and the Continuing Obligations in relation to other land sold by Stockland. The New Purchaser acknowledges Stockland's rights under this Deed and must not Object.
- (d) The Design Essentials and the Continuing Obligations will remain in force until the later of:
 - (i) the date that is 36 months from Completion; and
 - (ii) the date of completion of the sale of the last lot in the Estate owned by Stockland (as determined by Stockland).
- (e) The expiry of the Design Essentials or the Continuing Obligations does not affect any breach of the Design Essentials or the Continuing Obligations at the expiry date.
- (f) To the extent there is any inconsistency between the Design Essentials, the Original Contract and this Deed, then the Design Essentials prevail.
- (g) If the New Purchaser submits the New Purchaser's Plans and Specifications to Stockland for its review and approval, the New Purchaser acknowledges and agrees that:
 - (i) Stockland is only reviewing the New Purchaser's Plans and Specifications for the purpose of checking the New Purchaser's compliance with the Design Essentials and for no other purpose; and
 - (ii) if Stockland gives its approval to the New Purchaser's Plans and Specifications or provides any assistance or information to the New Purchaser in relation to the New Purchaser's Plans and Specifications, then such approval, assistance or information provided by Stockland will not constitute any representation or warranty by Stockland or any of its representatives in relation to the adequacy, suitability or fitness of the New Purchaser's Plans and Specifications for any purpose (including for Council approval or Authority approval purposes).

1.2 Construction of a dwelling house and Landscaping

- (a) The New Purchaser acknowledges that it must:
 - (i) obtain all necessary Authority approvals for the construction of a dwelling house on the Property;
 - (ii) substantially commence the construction of a dwelling house on the Property in accordance with the Design Essentials on or before the Construction Commencement Date;
 - (iii) following substantial commencement of construction, continually progress construction of the dwelling house in a timely manner;

- (iv) ensure the Property is kept clean, presentable and safe at all times until construction is completed;
 - (v) complete construction of the dwelling house and the Landscaping on or before the Construction Completion Date.
- (b) For the purposes of clause 1.2(a):
- (i) **substantially commence** means erection of the footings and slab; and
 - (ii) **complete** and **completion** means issue of an occupancy permit in respect of the dwelling house.

1.3 National broadband network

- (a) Stockland does not warrant that Network Infrastructure will be available to the Property at Completion.
- (b) If the Property is located adjacent to infrastructure which will allow physical connection to the national broadband fibre optic network:
 - (i) the New Purchaser must (at the New Purchaser's cost) adopt and ensure compliance with the NBN Building Ready Specifications and appropriate building wiring specifications when constructing a dwelling house on the Property; and
 - (ii) the New Purchaser acknowledges that:
 - A. Stockland has not made any representations or given any warranties about the cost of compliance with the NBN Building Ready Specifications and appropriate building wiring specifications;
 - B. the New Purchaser must make its own enquiries about the NBN Building Ready Specifications and appropriate building wire specifications;
 - C. the NBN Building Ready Specifications must be complied with to enable the Property to be connected to the Network Infrastructure; and
 - D. failure to comply with the NBN Building Ready Specifications will either:
 - 1) prevent connection to the Network Infrastructure; or
 - 2) require the New Purchaser to incur additional costs in order to connect to the Network Infrastructure.

1.4 Dividing fences

Stockland is not required to contribute to the cost of building, repairing or replacing any dividing fence between the Land and any adjoining land and the New Purchaser waives any right to claim contribution from Stockland.

1.5 New Purchaser to maintain Property after Completion

- (c) After completion the New Purchaser must:
 - (i) not and must ensure that any appointed builder or other agent of the New Purchaser does not store or dump any materials or waste on any land outside of the Property;

- (ii) secure temporary fencing around the Property to ensure that no dumping of rubbish, refuse or rubble occurs on the Property;
 - (iii) keep the Property in a clean and tidy state and condition including arranging regular mowing of lawns and regular collection and removal of rubbish, refuse and rubble from the Property; and
 - (iv) ensure that no building materials or other goods associated with building activities on the Property are stored on any nature strip or street adjoining the Property.
- (d) If the New Purchaser fails to comply with any of its obligations under clause 1.5(c) Stockland may, at the Purchaser's cost, take such action as Stockland considers is reasonably necessary to remedy the non-compliance and the costs incurred by Stockland will comprise a debt owed by the Purchaser to Stockland. The Purchaser grants Stockland (including any employees, officers, contractors and consultants of Stockland) a licence to access the Property from the date of this Deed for the purposes of Stockland exercising its rights under this clause.

2. Retaining Structures

2.1 Application of clause

This clause 2 applies if the Retaining Structures have been constructed on the Property or the Land (whether wholly or partially) by or on behalf of Stockland as at the date of this Deed.

2.2 New Purchaser's obligations

The New Purchaser must:

- (a) consult a qualified engineer regarding appropriate offsets and suitable footing systems for any dwelling or structure (including any associated works) to be constructed adjacent to or near any Retaining Structures before commencing construction of the dwelling or structure (including any associated works) on the Land;
- (b) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;
- (c) not remove, replace or alter the Retaining Structures;
- (d) keep and maintain the Retaining Structures on the Property in a sound structural condition; and
- (e) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of:
 - (i) any dwelling or structure (including any associated works) adjacent to or near the Retaining Structures; or
 - (ii) any fence above, adjacent to or near the Retaining Structures.

2.3 No objection by New Purchaser

Subject to any rights of the New Purchaser under any relevant legislation which cannot be excluded, the New Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this clause 2.

2.4 Indemnity

The New Purchaser is liable for and indemnifies Stockland on demand against all Claims arising from or in connection with:



- (a) any damage to the Retaining Structures caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf;
- (b) any damage to the New Purchaser's dwellings or structures constructed on the Property adjacent to or near the Retaining Structures;
- (c) any damage to dwellings or structures constructed on land adjoining or surrounding the Property caused or contributed to by any act, omission, negligence or default of the New Purchaser, the New Purchaser's contractors or any other person acting on the New Purchaser's behalf; or
- (d) any failure by the New Purchaser to comply with its obligations under clause 2.2.



Stockland

(Re-sale Deed) – Design Essentials

Premium design essentials



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it's your place

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stockland.com.au

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INTRODUCTION

Stockland's Commitment & Objective

Stockland's commitment to you is to encourage and showcase quality urban design. Stockland's objective is to create a pleasant living environment that is centred around a strong sense of community and provides a variety of housing solutions to suit a diverse range of lifestyles.

It is important that the design of your home is in keeping with the Design Essentials outlined in this document.

They have been created to:

- Encourage visually appealing streetscapes.
- Promote environmentally responsible development.
- Provide certainty about the standard of housing.
- Assure you that everyone will contribute equally to achieving a strong neighbourhood character.
- Protect your investment.
- Promote a modern Australian architectural style that responds to the Australian climate and fosters a cohesive streetscape, and
- Deliver on 'The Community Vision'.

The Community Vision

Stockland is presented with a unique opportunity to deliver a high quality master planned community. It will provide a wide range of high quality public and private facilities and market leading housing choices in a variety of landscape settings.

The Design Essentials outlined in this document allow the implementation of key design principles to deliver a strong sense of place and community.

This community will offer an incomparable range of lifestyle choices, providing an outstanding place set in the signature landscape with memorable landmarks where people will love to live. A place that people will be proud to call home.

Promoting Good Design

The Design Essentials encourage a cohesive streetscape whilst promoting variety in house design.

The Essentials are designed to create a neighbourhood that is visually interesting, promotes diversity and is of a consistent high quality. To achieve this objective the Design Essentials facilitate good residential design.

By following the Design Essentials carefully you will help to contribute to the creation of a more desirable neighbourhood and enhance the value of your home and community.

DESIGN APPROVAL

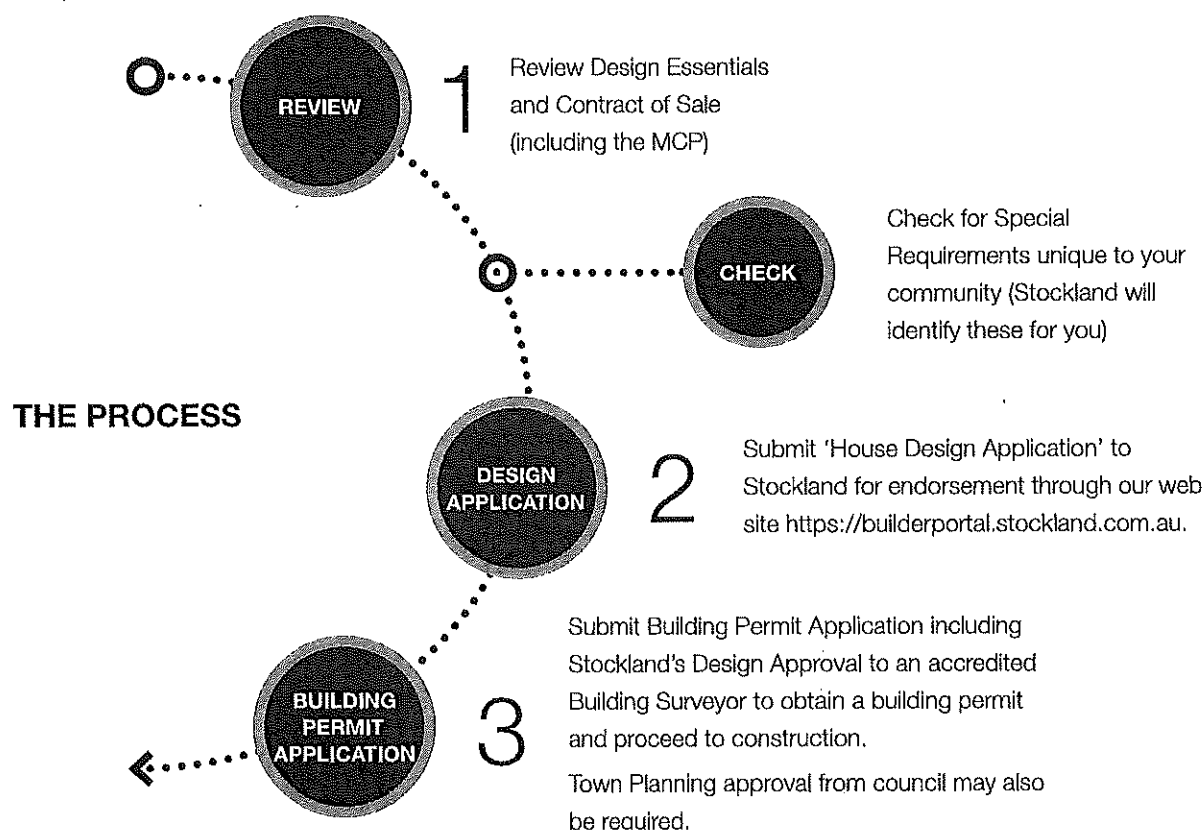
Submission Requirements

In order to build, you must apply and have an application package approved by Stockland's Architect. Design Approval by Stockland does not constitute building approval or compliance with building regulations. Upon obtaining Design Approval from Stockland, a building permit must be obtained from the local Council or a private Building Surveyor before construction can commence.

The Process

Stockland's Architect will endeavour to assess proposals in the shortest possible time, generally within ten business days of receiving all required information for the application. Approved plans will be stamped approved, copied and returned to the applicant or their agent. The progress of the home will be monitored by Stockland to ensure that it conforms with the approved design.

All requests for comment from Stockland's Architect, or any other queries, should be directed to the Stockland Covenant Administrator.



Developer's Responsibility

Whilst Stockland will endeavour to ensure compliance with these Design Essentials wherever possible, Stockland will not be responsible or liable to any person for any loss, damage or injury arising whether directly or indirectly from any non-compliance with these Design Essentials.

The Design Essentials

01

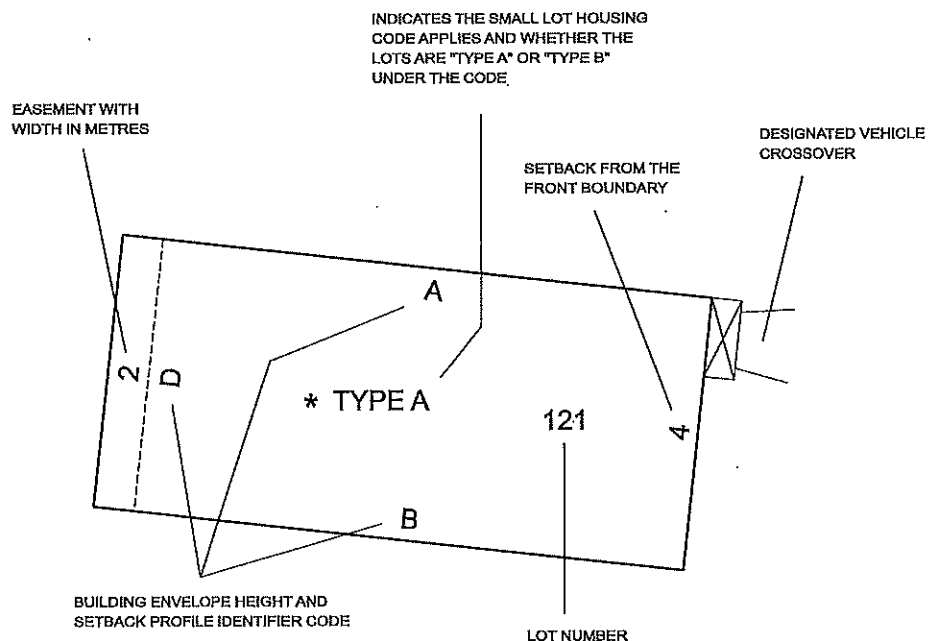
SITING AND SERVICING YOUR HOME

Minimum Setbacks

All minimum setbacks must be as shown on the Building Envelope plan contained within the Memorandum of Common Provisions (MCP) provided by Stockland in your contract of sale.

Service Connections

You must ensure that your home is connected to all available in ground services according to the service provider's standards including the purple pipe system for recycled water and the broad band optic fibre network if present.



*Example of Building Envelope Plan in the
Memorandum of Common Provisions (MCP)*

02

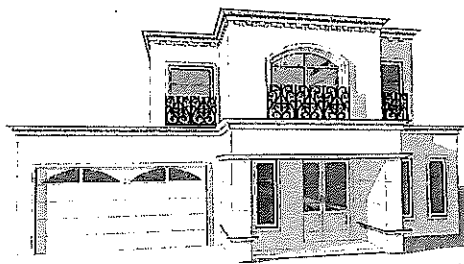
THE STYLE OF YOUR HOME

Choosing a home style that fits in with your neighbourhood

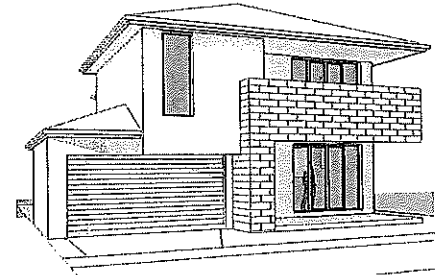
Home Style

Your Home design must be either "Contemporary" or "Hampton-inspired" in keeping with the other homes in your street.

Faux heritage styles and detailing will not be permitted unless it is in keeping with the above architectural styles.



X Faux heritage features not permitted

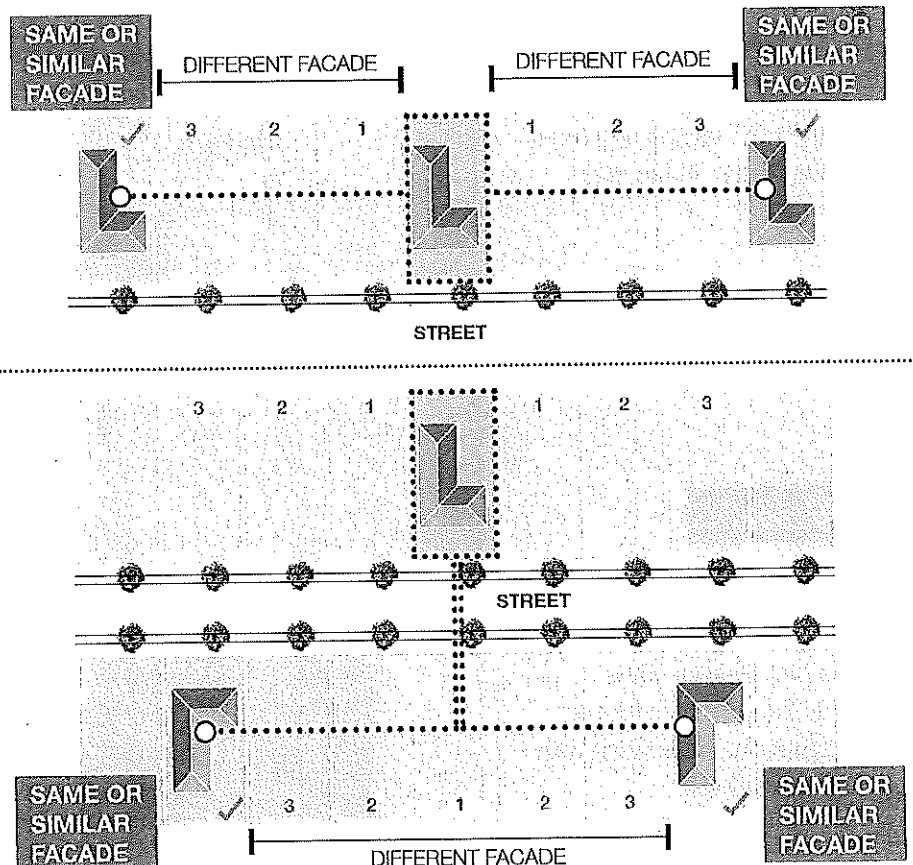


✓ Contemporary Facade

House design separation

The house may not be the same as one within three lots either side or across the street, unless:

- It is approved in writing by Stockland and/or
- The house is part of a row of terraced homes or a medium density development.



Roof Pitch

A minimum roof pitch of 25 degrees is required unless it is a skillion roof, in which case it must have a minimum roof pitch of 10 degrees and a maximum roof pitch of 15 degrees.

Eaves

Eaves a minimum of 450mm deep are required for sections of roof visible from the street, with a minimum 2 metre return on the side.

Eaves a minimum of 450mm deep are required to all sides of double storey components.

Parapet Walls

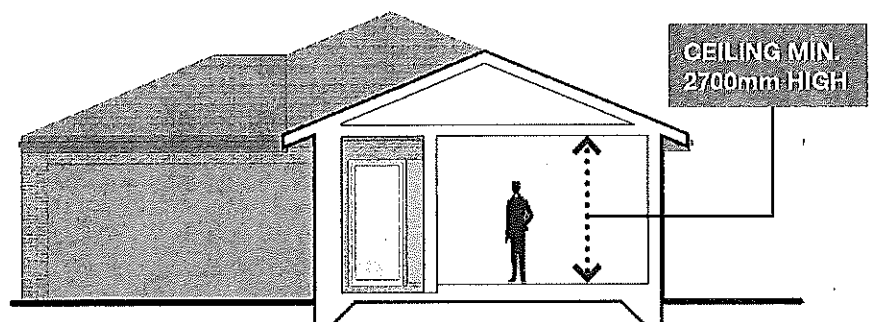
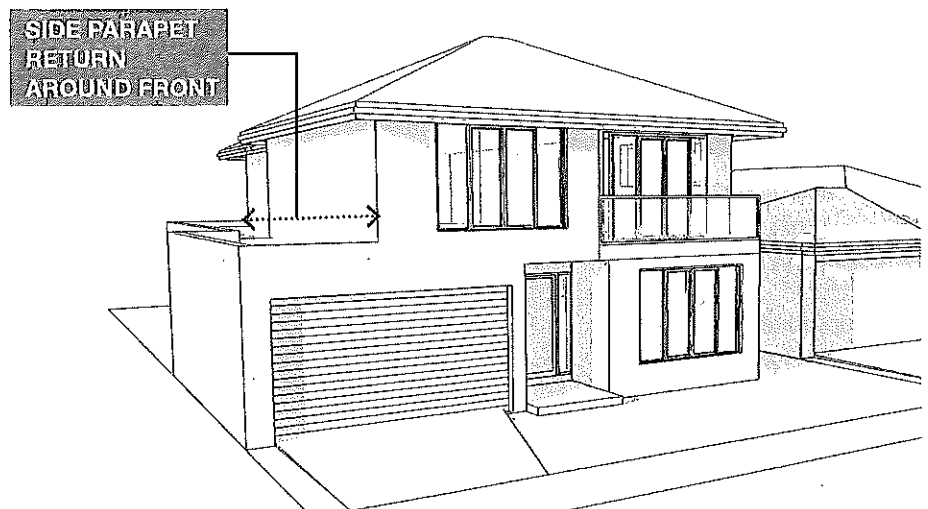
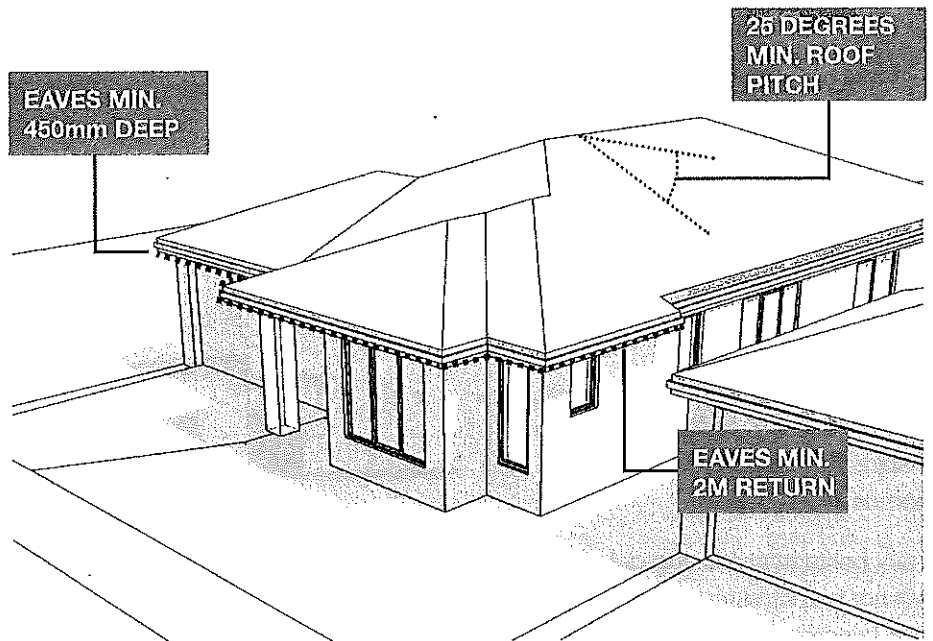
Flat roofs less than 5 degrees must be fully concealed by a parapet.

Any side parapet wall must return around the front façade and must not create a 'step' in the front facade wall.

Ceiling Heights

Your home must have a minimum ceiling height of 2700mm.

Double storey designs have minimum ceiling heights for the second storey in accordance with Building Regulations.



03

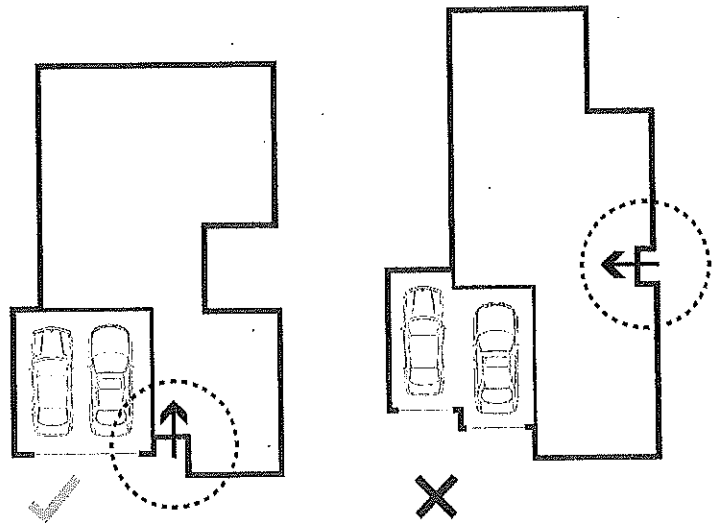
HOW YOUR HOME ADDRESSES THE STREET

Front Door facing the Street

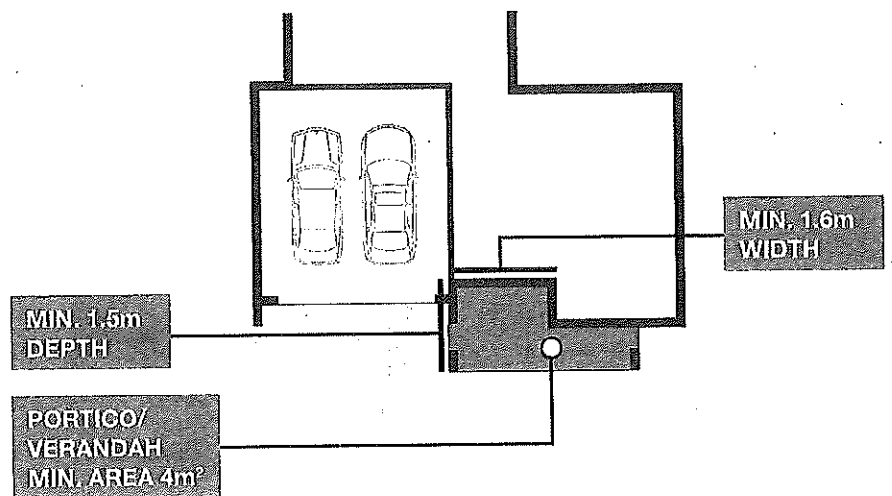
Your home must have a front door facing the street and either a verandah, porch or portico.

Porch, Portico or Verandah size

Your home must have a porch, portico or verandah with a minimum area of 4.0 square meters with a minimum depth of 1.5m and a minimum width of 1.6m at some point.



Front Door facing the street



Porch, Portico or Verandah Size

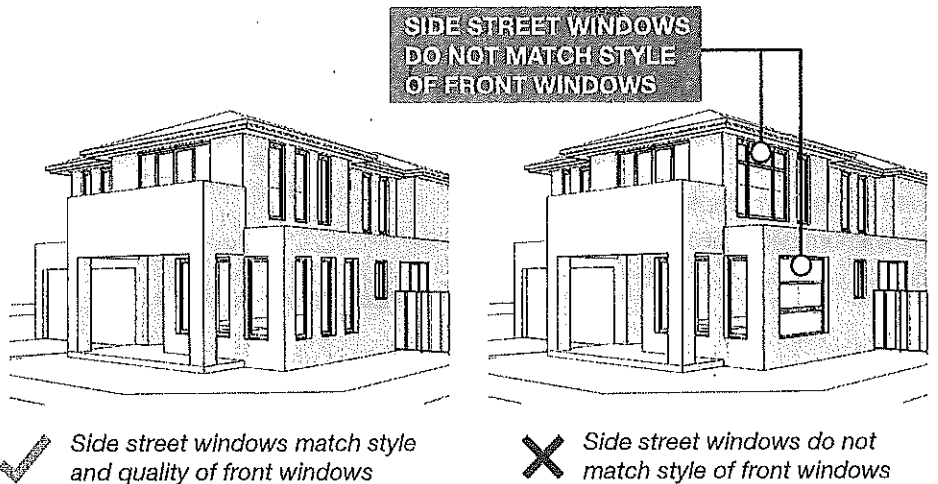
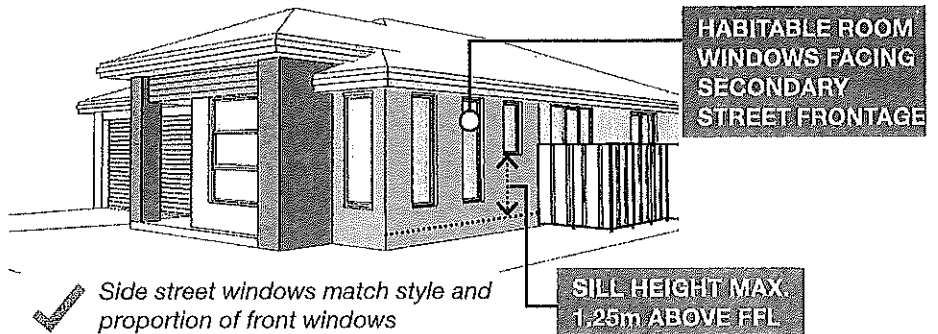
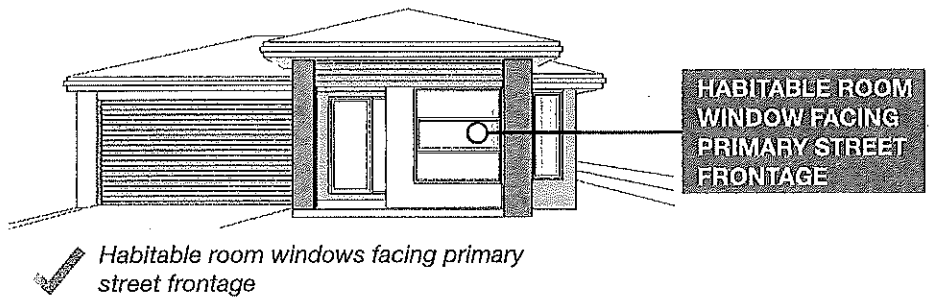
Windows

Your home must have a minimum of 1 habitable room window on each facade facing both the primary and secondary street frontages.

Windows that are readily visible from the street must be consistent in style and proportion and must have a maximum sill height of 1.25m above the finished floor level. These windows include:

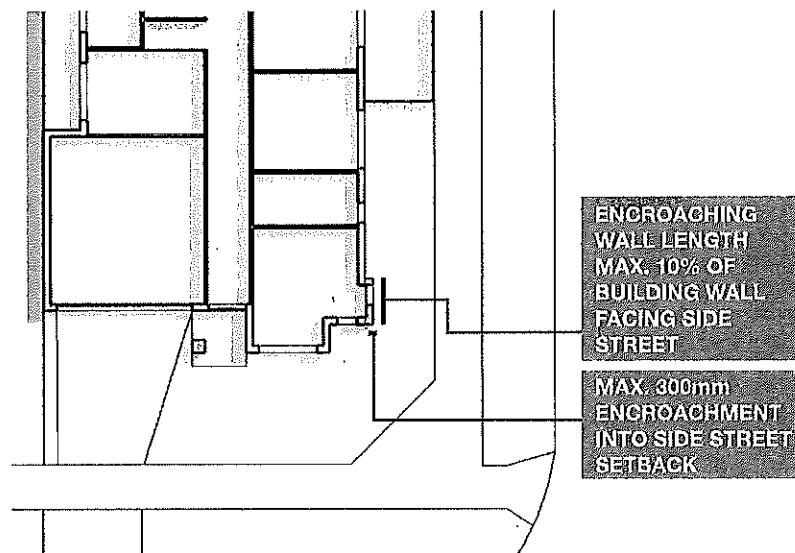
- ground floor and upper storey windows on the front facade facing the primary street frontage, and
- ground floor and upper storey windows forward of the corner fence return facing the secondary street frontage.

Blank walls with no windows are not permitted on any facade visible from both primary and secondary street frontages.



Corner Lots

A building on a corner lot may encroach not more than 300 millimetres into the setback on a side street for a maximum length of 10 per cent of the building wall facing that side street.



Second Storey Facade Articulation

Front or side street and rear laneway facing second storey facades must incorporate balconies and/or additional setbacks and articulation.

External Materials

All external materials and colours must suit the character of the neighbourhood and be submitted to Stockland for approval.

Any façade of your home visible from a street or public space must have a minimum area of 40% of a material or colour contrasting with the main material or colour.

The 40% is calculated excluding windows, doors, and garage doors and other openings.

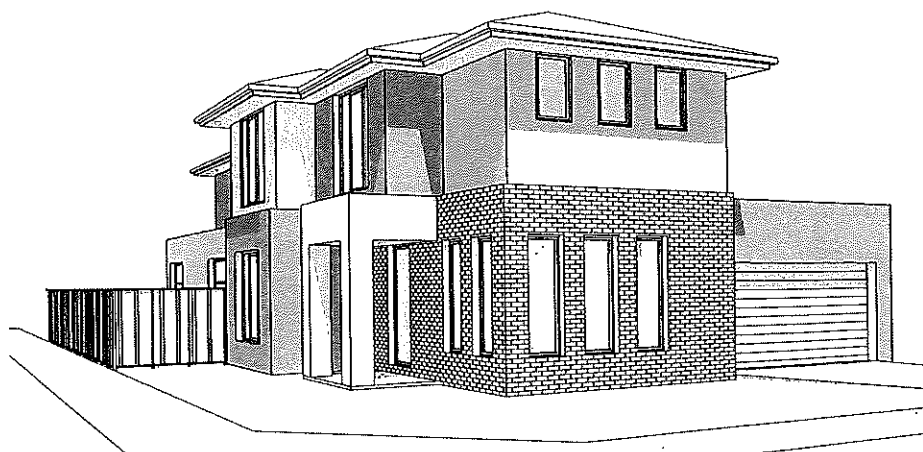
Single storey colour and material requirements apply to the second storey.

For homes on corner and rear accessed lots, architectural treatment, façade elements, roof articulation, materials & colours incorporated on the front facade must return along the secondary street frontage up to the corner fence return. Refer to corner fence requirements.

Roof, gutters and downpipes

Gutter & fascia colours are to match the roof colour. Downpipe colours must not contrast with wall colour.

Roof materials must not be: unfinished, reflective, galvanised, zinc, fibre cement, tray deck sheeting.



✓ Front street elevation materials and colours continue for all facades visible to the street

BALCONY TO FRONT & SIDE STREET SECOND STOREY FACADE



✓ Corner Lot Architectural treatment, façade elements, roof articulation, materials & colours

FACADE ELEMENTS RETURN ALONG SIDE STREET FRONTAGE UP TO CORNER FENCE RETURN



MIN. 40% CONTRASTING MATERIAL OR COLOUR

✓ Additional setbacks and articulation to second storey facade

Garages

The garage must be attached and match the quality and finish of the exterior of your home. Carports will not be approved.

Single and double garages must be setback a minimum of 840mm from the front or side building line unless otherwise noted in the MCP. The exception to this is where the house is double storey and the second level covers 50% of the garage area. In this case, the garage can be in line with the front or side building line.

Single garages must have a maximum opening width of 3.5m. Double garages must have a maximum opening width of 5.5m.

Double garages cannot exceed 7m in width (measured as the internal clear width plus the external wall).

Rear Access Garages

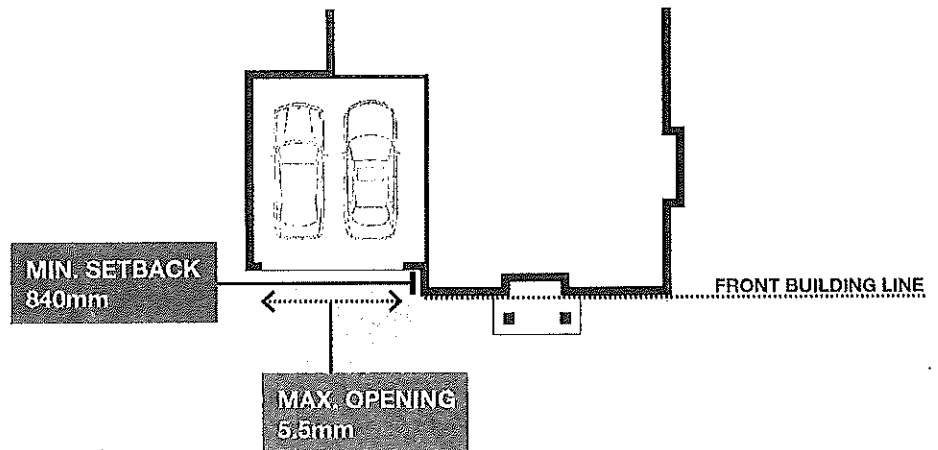
A Garage accessed from the rear of the property must be setback 500mm minimum from the rear property line.

Rear access garages can be detached but must match the look of the dwelling.

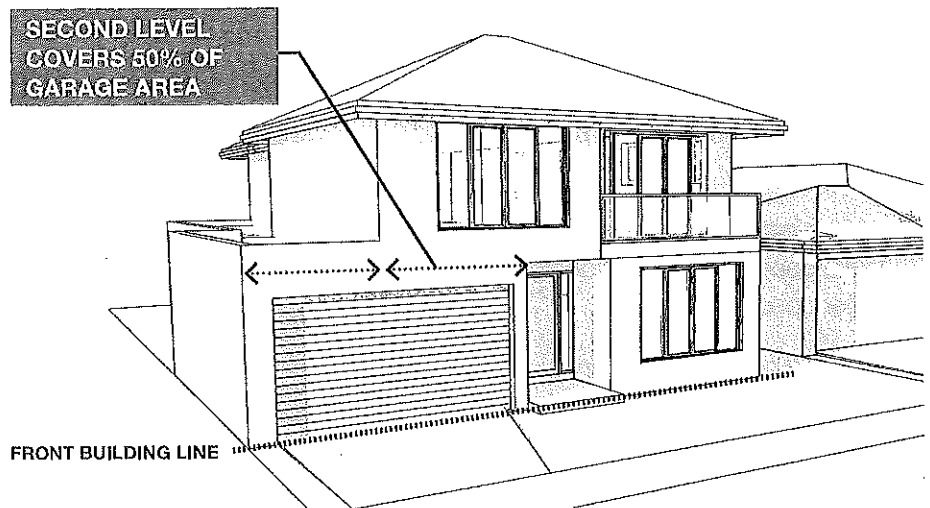
Triple Garages

If a triple garage frontage is proposed then:

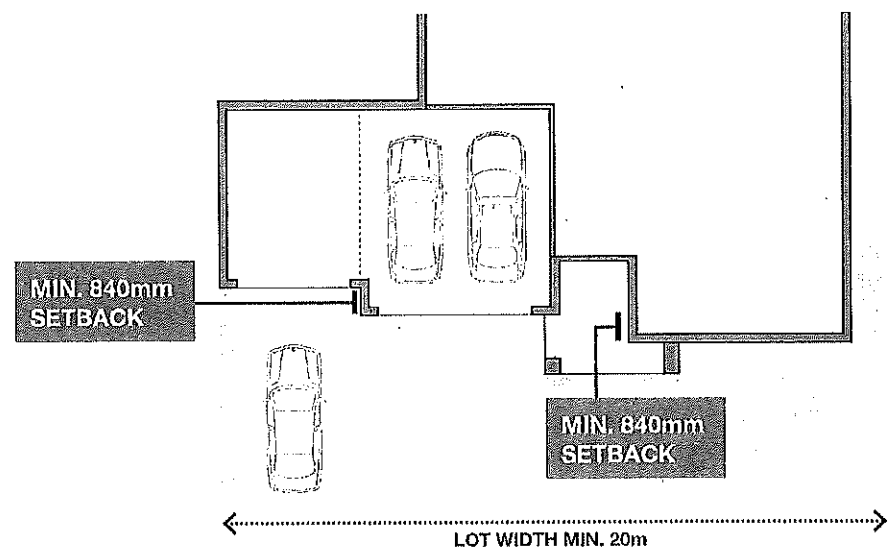
- The lot width must be at least 20.0m frontage
- The third garage must be setback a further 840mm from the other garage doors.



Double Garages



Garage Design - Double Storey home



Triple Garages

Garage Doors

Garage doors must be:

- Panel lift, or
- Sectional overhead, or
- Tilt-a-door

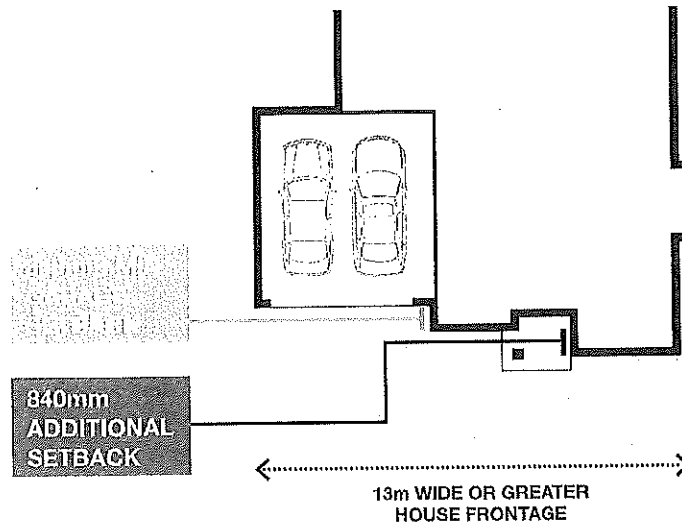
Roller doors will not be approved

Requirements for homes that are 13m or more in width

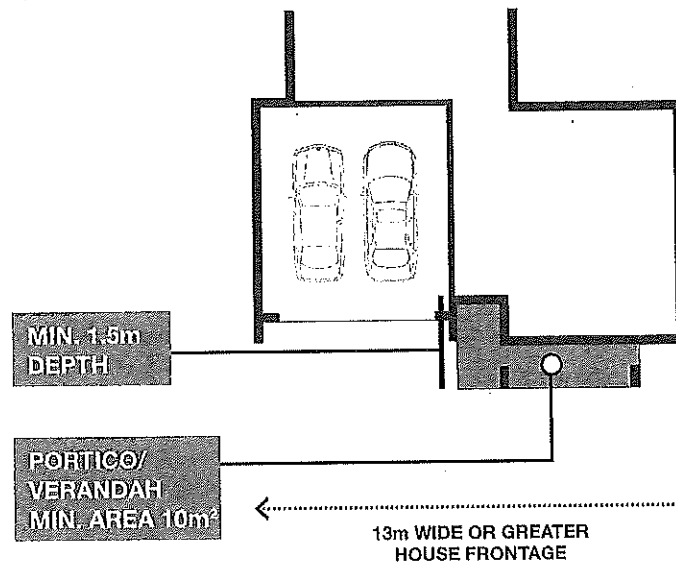
Where a home is 13.0m wide or greater at least one of the following is required:

- A step in the front façade of a minimum 840mm (this step must be in addition to any step at the garage), or
- A portico / verandah with a minimum area of 10 sqm. The porch must also have a depth of minimum 1.5m deep at some point, or
- A verandah for the full length of the frontage (excluding the garage).

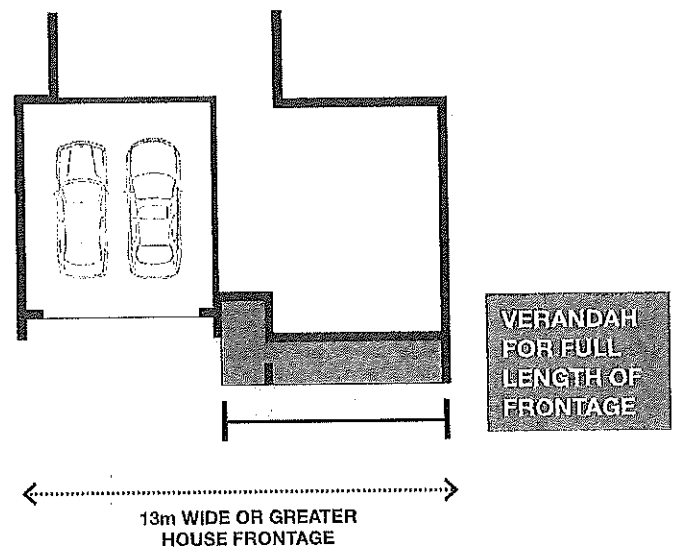
Note: An entry recess is not a step in the façade.



Option: 840mm additional step in front facade



Option: Portico/Verandah min area 10sqm and min depth 1.5m



Option: Verandah for full length of frontage

04

FINISHING THE OUTSIDE OF YOUR HOME

Extent of landscaping

All parts of the lot not built on or paved that are visible from a front or side street or rear laneway must be well maintained. Garden beds are to contain organic or pebble mulch.

Your garden must be completed within 1 year of Stockland receiving your certificate of occupancy.

Stockland encourage you to landscape and maintain the nature strip in front of your home.

Extent of hard paving

No more than 60% of your front garden is to be hard paved. This includes your driveway.

Driveways

The driveway is to be shown on the house plans submitted to Stockland for approval.

The driveway must be offset a minimum of 500mm from the nearest side boundary.

Driveways must align with the crossover provided by Stockland and be constructed within 1 year of Stockland receiving your Certificate of Occupancy.

Acceptable driveway materials are:

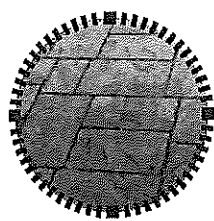
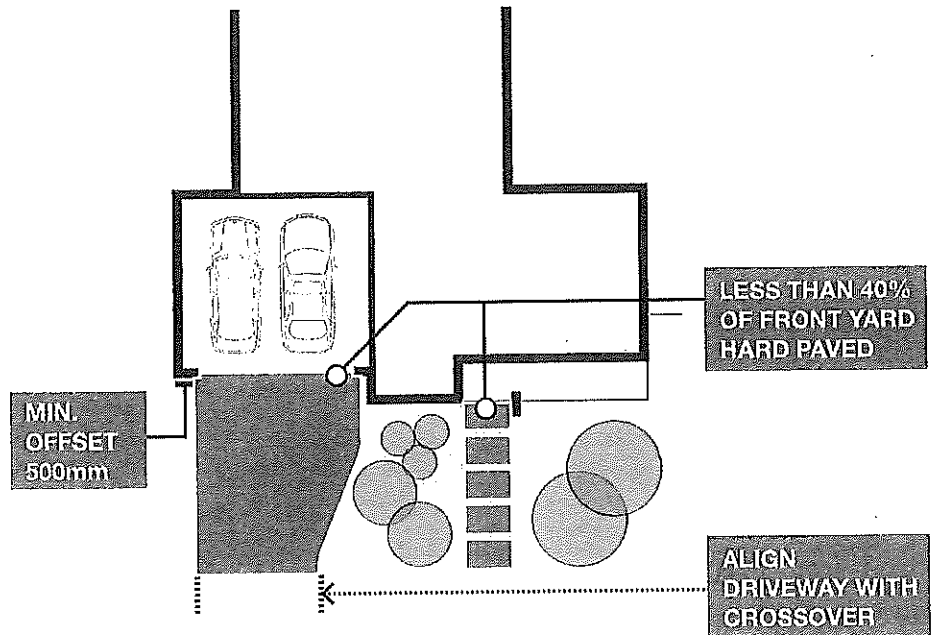
- Stamped or coloured concrete;
- Brick, slate or natural stone pavers;
- Exposed aggregate concrete.

Plain concrete driveways (in light-grey 'standard' concrete) are prohibited.

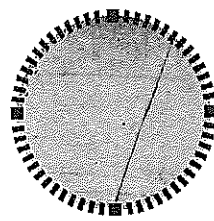
Retaining Walls

The vertical face of any retaining wall cannot be more than 1.2m in height, otherwise it must be stepped back.

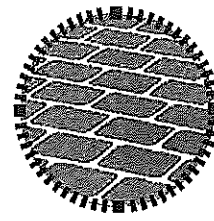
Retaining walls which abut a street must be constructed of stone or rendered masonry, in line with the village character and to the satisfaction of Stockland's architect.



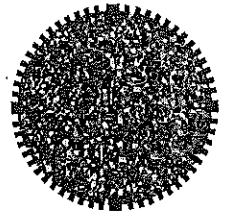
Stamped Concrete



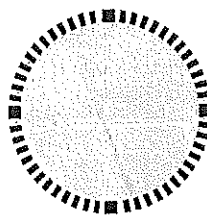
Coloured Concrete



Brick Pavers



Exposed Aggregate Concrete



Light-grey plain concrete



05

FENCING YOUR HOME

General Requirements

Stockland does not provide fencing. Fencing design drawings must be submitted for approval by Stockland's Architect.

Fencing other than optional front fencing is to be constructed prior to you moving in to your home.

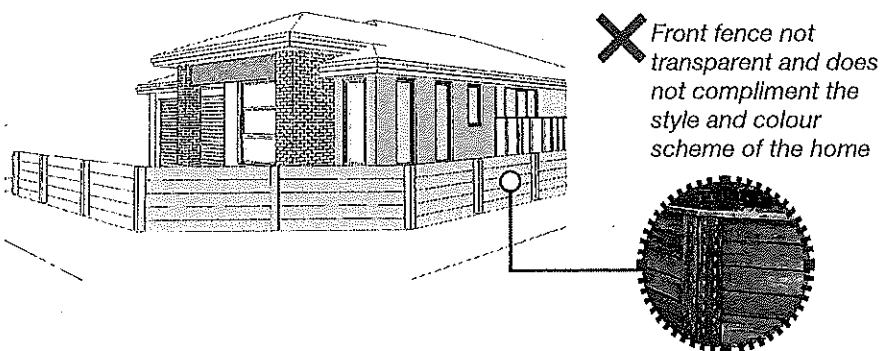
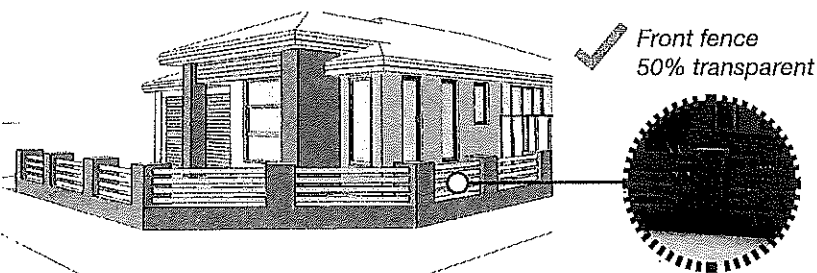
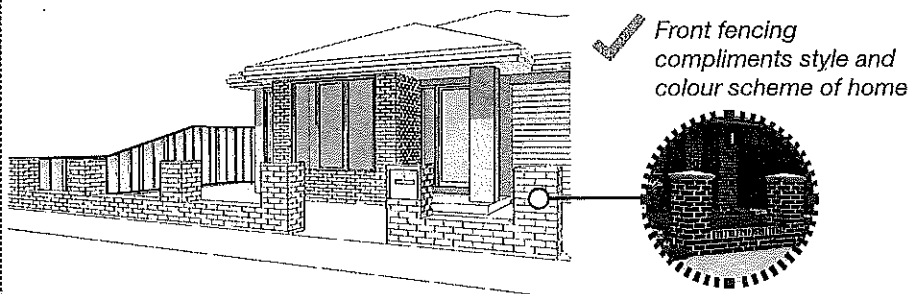
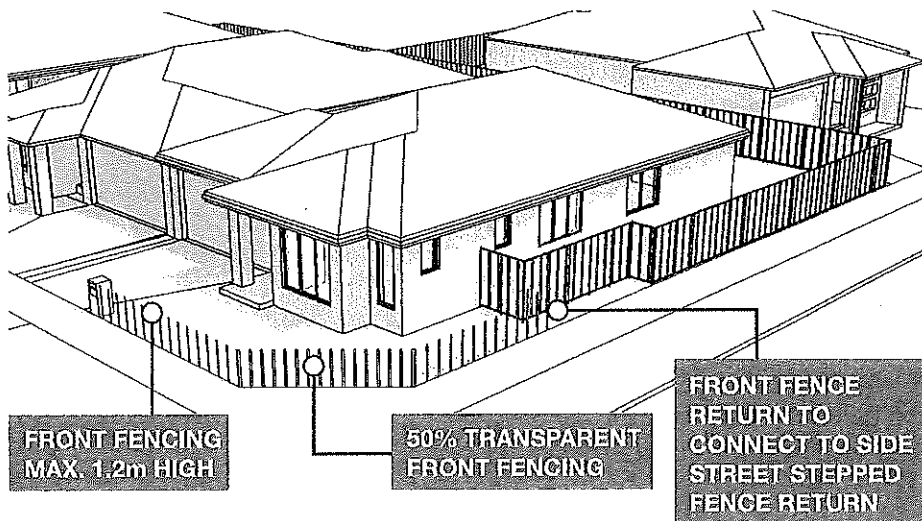
Pre-existing fencing is not to be removed for any reason without prior written consent from Stockland's Covenant Administrator.

Optional Front Fences

Front fences are permitted where they:

- Compliment the style and colour scheme of the home
- Are no higher than 1.2m
- Are 50% transparent
- Return along the side boundaries to connect back to the side fences or walls of your home. For corner lots, where there is a side street stepped fence, the front fence must return to connect to the stepped fence return.
- Have been approved by Stockland

If an adjoining neighbour has already built a Stockland approved front fence, your fence will not have to return along the adjoining side boundary.



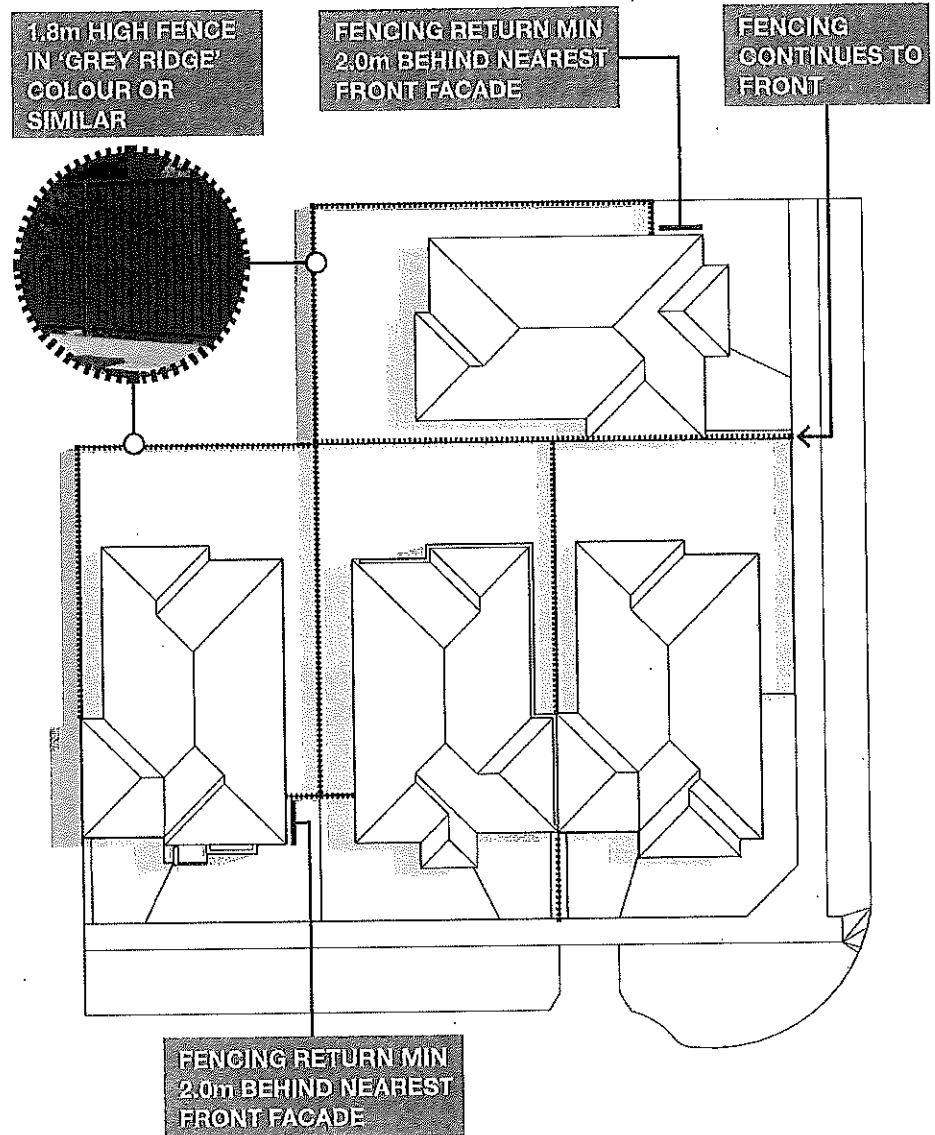
If you choose to fence the front of your lot, you must submit fencing layout and design drawings for approval by Stockland before commencing construction.

Chain mesh or chain link fencing systems will not be approved.

Mandatory side and rear fencing

The following fencing standard is required:

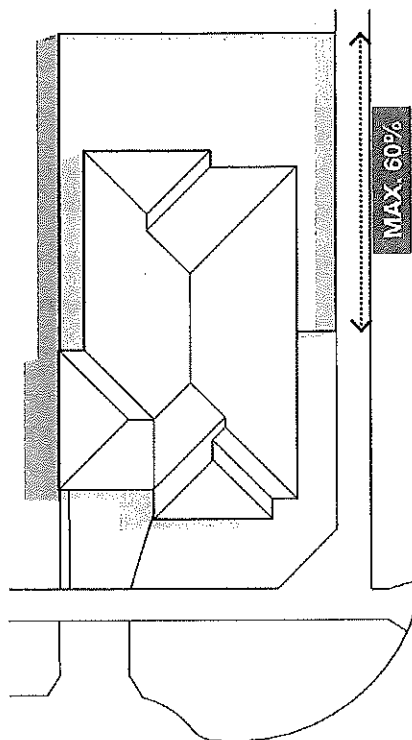
- Be constructed of 1.8m high pre-coated metal sheeting panels (eg. Colorbond®) in 'Grey Ridge' colour or coloured to match
- Acceptable fencing profiles include Lysaght's® 'Neetascreen' or Stratco's® 'Superdek' range, or similar profiles approved in writing by Stockland's Architect
- Be returned at 90 degrees to the home, to connect with the side of the home or garage wall at least 2.0m behind the nearest front facade
- Continue to the front of the lot if a side boundary forms the rear boundary of an adjoining lot unless otherwise specified



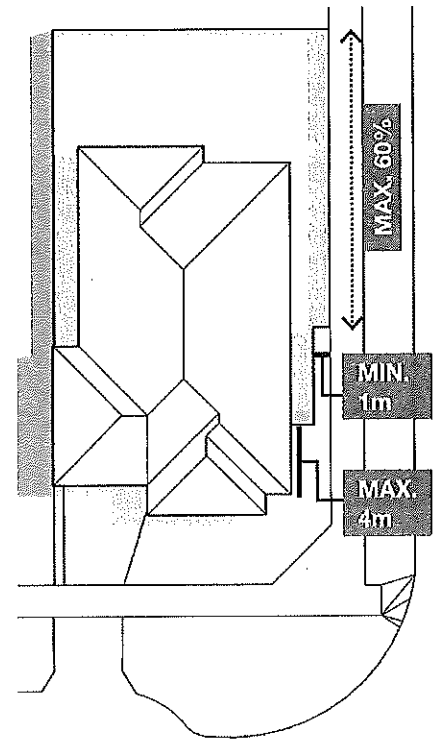
Mandatory side street fencing to corner and rear access lots

Mandatory side fencing to corner and rear access lots:

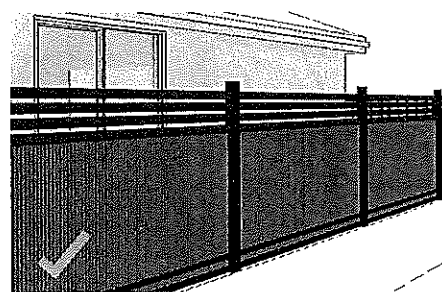
- Homestead profile:
 - Be constructed of pre-coated metal sheeting panels (eg Colorbond) in "Grey Ridge" colour or coloured to match.
 - Acceptable fencing profile is Lysaght miniscreen or similar profiles approved in writing by Stockland's architect.
 - The fence height is to be 1900mm from the bottom of the plinth to the top of the post.
 - Expressed posts: 100 x 100mm in black.
 - Top rails: four in total, each being 75 x 16 x 2350mm in black.
 - Bottom plinth: 150mm x 1.6mm in black (with a 38 x 25mm stiffener in black).
- Not exceed 60% of the length of the side boundary taken from the rear boundary.
- Option to have stepped fence with landscaping up to a maximum of 4m from the nearest front corner building line
- On sloping sites the fencing is to be stepped.
- All fencing is to be true and plumb.



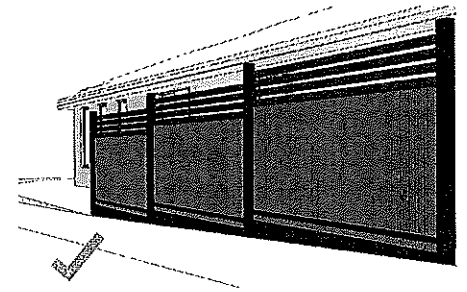
Side Street Fencing max. 60% of Length of Side Boundary



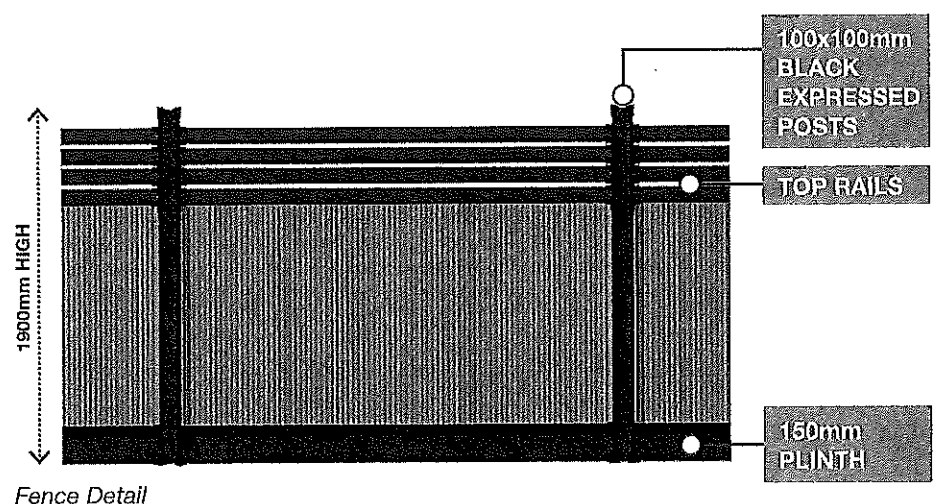
Option Side Street Stepped Fencing with Lanscaping



Corner Lot - Side Street Fencing



Sloping Site - Stepped Fence



Fence Detail

06

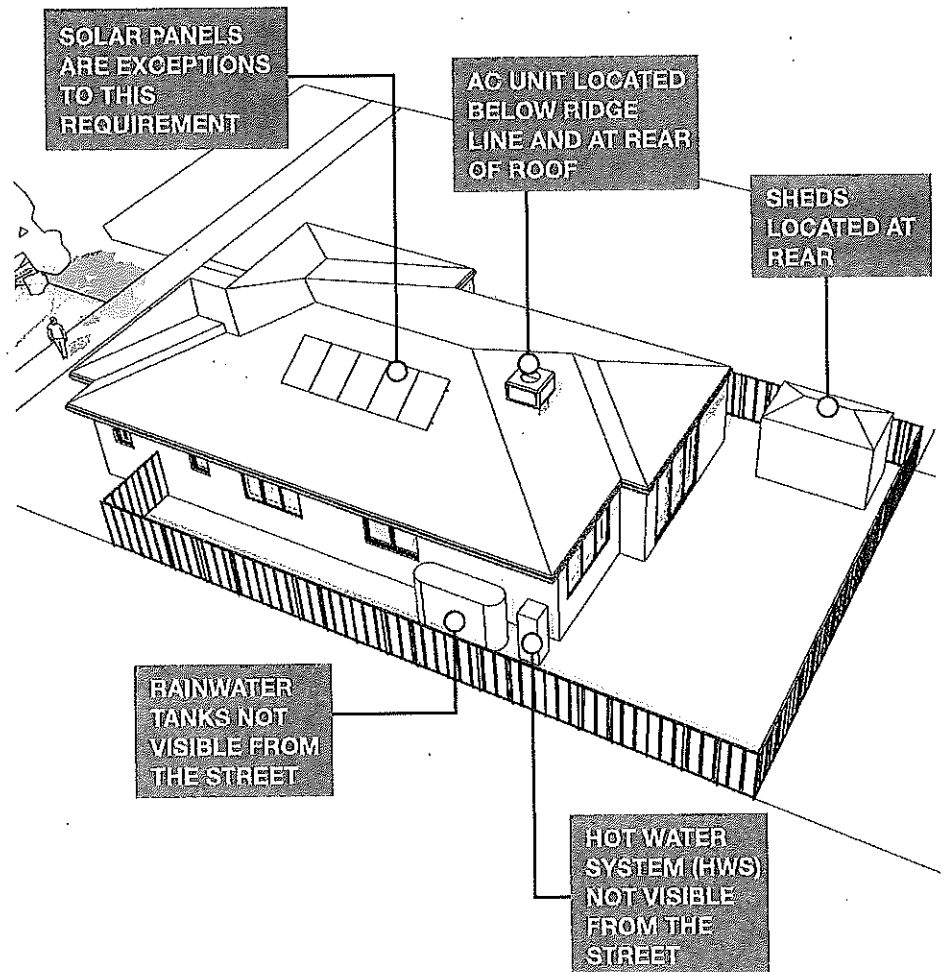
HOW TO MAKE ADDITIONS TO YOUR HOME

General Requirements

Any additions, fixtures, equipment, sheds, outbuildings or pergolas must be located to the rear of your home out of sight from your street or any public reserve.

This includes (but is not limited to) satellite dishes, external hot water services, solar hot water systems with roof mounted tanks, water tanks, spa pumps, heating and cooling units, rubbish disposal containers, rain water tanks, and washing lines, solar pool heating coils.

Solar panels for heating water or generating energy are exceptions to this requirement.



Evaporative Cooler Units

Evaporative cooler units must be the low profile "contour" type and the same colour as your roof. The units must be located at the rear half of the roof, and located so that they are generally not visible from the street or any public reserves.

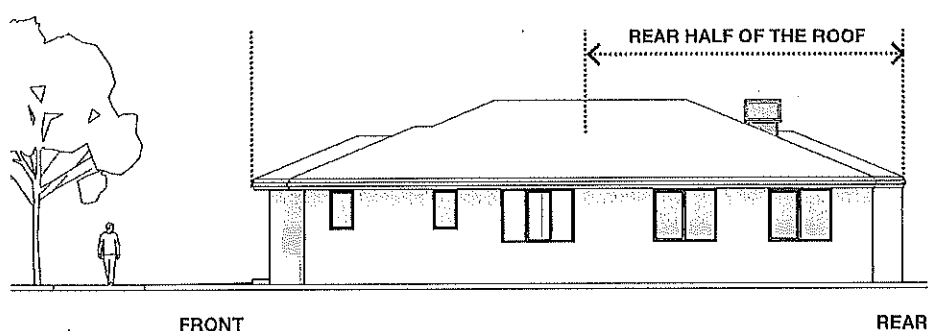
Exposed plumbing

Exposed plumbing must not be visible from the front or side street or neighbouring public reserves.

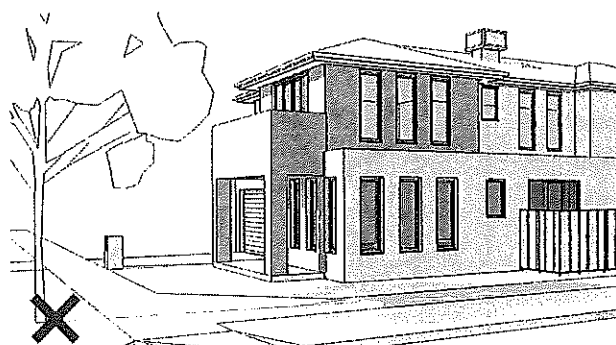
This excludes gutters and downpipes.

Sheds, Outbuildings, Pergolas

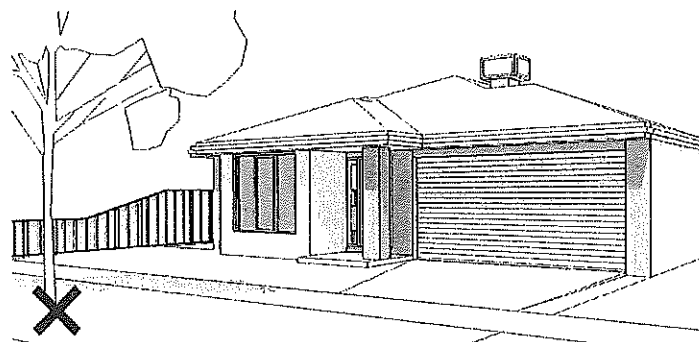
Any shed, outbuilding or pergola greater than 10m² in area that is more than 3m in height above natural ground level must compliment the finish of your home and be approved by Stockland.



Evaporative Cooler Units must be located at the rear half of the roof



Non compliant evaporative cooler unit located at side of roof and above roof ridge line



Non compliant evaporative cooler unit located at front of roof and above roof ridge line

Signing page – Re-sale Deed

Executed as a deed poll.

Individual Purchaser signature:

Signed sealed and delivered by the New Purchaser in the presence of:

Signature

Signature of Witness

Name of Witness in full

Company Purchaser signature:

Executed by the New Purchaser in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director or sole Director and sole Secretary

Name of Director or sole Director and sole Secretary in full



Stockland

Guarantor signature:

**Signed sealed and delivered by the Guarantor
in the presence of:**

Signature

Signature of Witness

Name of Witness in full

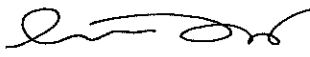
Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

| | | |
|------------------------------|---|---------------------------|
| Land | 15 Kosciuszko Drive, Craigieburn VIC 3064 | |
| Vendor's name | Taranpal Singh | Date 28 09/2023 |
| Vendor'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) Are contained in the attached certificate/s.

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

Not applicable.

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2 Road Access

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



3.3 Designated Bushfire Prone Area

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



3.4 Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

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):

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

| |
|--|
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|--|

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

Page 1 of 2

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LAND DESCRIPTION

Lot 36622 on Plan of Subdivision 845622B.

PARENT TITLES :

Volume 12375 Folio 341 Volume 12380 Folio 966 Volume 12477 Folio 910
Created by instrument PS845622B 16/06/2023

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

TARANPAL SINGH of 1 PATTON STREET DOREEN VIC 3754
AX150277T 14/08/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX150278R 14/08/2023
ORDE MORTGAGE CUSTODIAN PTY LTD

COVENANT PS845622B 16/06/2023
Expiry Date 01/01/2029

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
AE732279L 16/11/2006

DIAGRAM LOCATION

SEE PS845622B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

| NUMBER | | STATUS | DATE |
|---------------|---------------------|------------|------------|
| PS845622B (B) | PLAN OF SUBDIVISION | Registered | 16/06/2023 |
| AX150277T (E) | TRANSFER | Registered | 14/08/2023 |
| AX150278R (E) | MORTGAGE | Registered | 14/08/2023 |

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

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

Street Address: 5G KOSCIUSZKO DRIVE CRAIGIEBURN VIC 3064

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 14/08/2023

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

Page 2 of 2

DOCUMENT END

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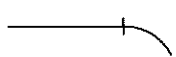

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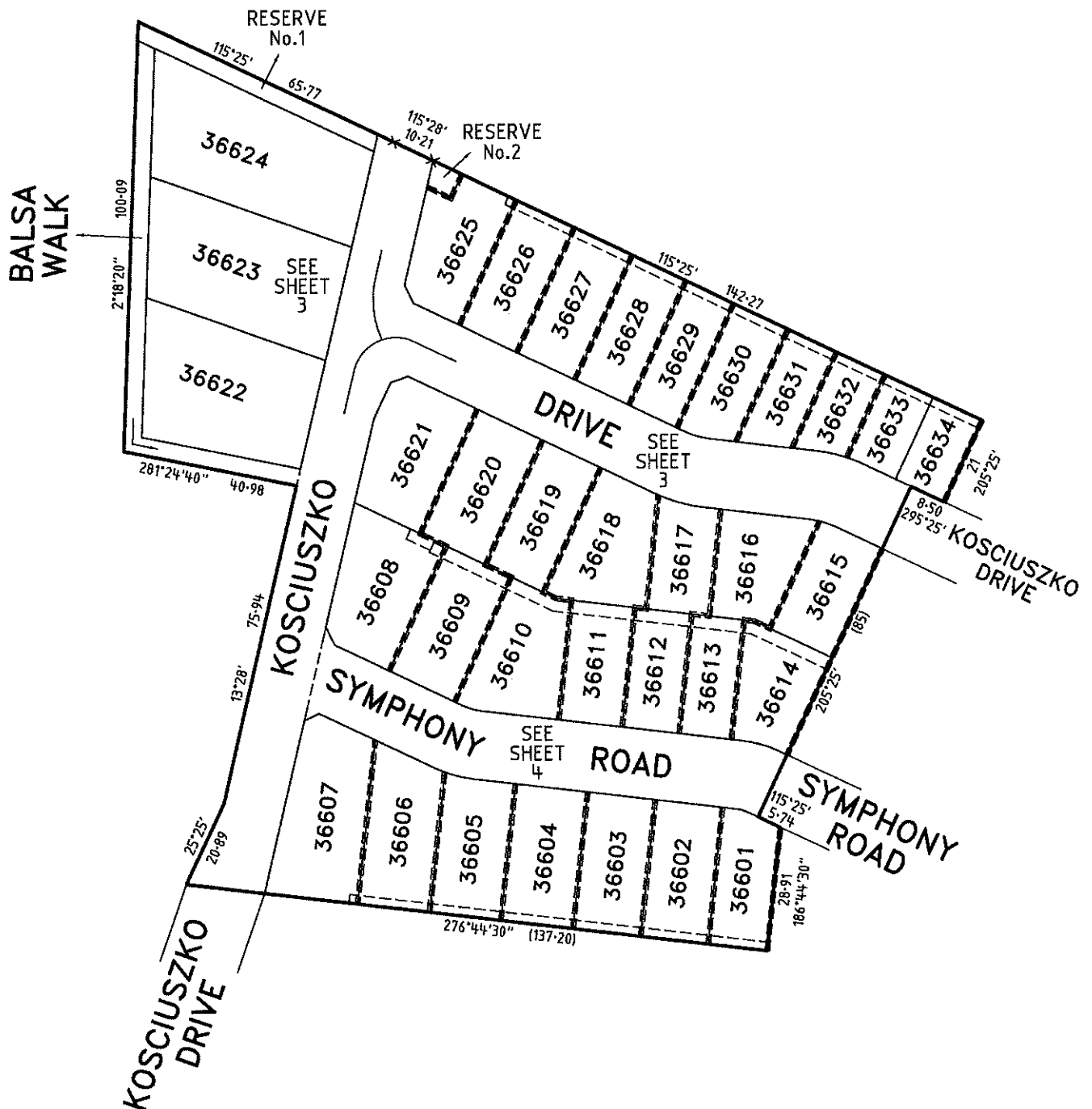
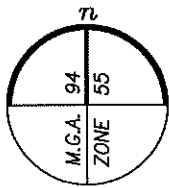
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| PLAN OF SUBDIVISION | | | EDITION 1 | PS 845622B |
|--|---|---|--|---|
| <p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: YUROKE</p> <p>TOWNSHIP: -</p> <p>SECTION: 13</p> <p>CROWN ALLOTMENT: -</p> <p>CROWN PORTION V (PART)</p> <p>TITLE REFERENCE: VOL 12380 FOL 966 VOL 12375 FOL 341 VOL 12477 FOL 910</p> <p>LAST PLAN REFERENCE: LOT F ON PS845599S LOT G ON PS823323L LOT B ON PS845656H</p> <p>POSTAL ADDRESS: 4 & 5G KOSCIUSZKO DRIVE 145B BRIDGEWATER ROAD (at time of subdivision) CRAIGIEBURN 3064</p> <p>MGA 94 CO-ORDINATES: E 315 300 ZONE: 55 (approx. centre of land in plan) N 5 835 500</p> | | | <p>Council Name: Hume City Council</p> <p>Council Reference Number: S009619 Planning Permit Reference: P21351 SPEAR Reference Number: S178802P</p> <p>Certification</p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 09/12/2021</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for: this plan</p> <p>Digitally signed by: Antonino Magazzu for Hume City Council on 07/06/2023</p> | |
| VESTING OF ROADS AND/OR RESERVES | | | NOTATIONS | |
| <p>IDENTIFIER</p> <p>ROAD R1 RESERVE No.1 RESERVE No.2</p> | <p>COUNCIL/BODY/PERSON</p> <p>HUME CITY COUNCIL HUME CITY COUNCIL JEMENA ELECTRICITY NETWORKS (VIC) LTD</p> | <p>STAGING THIS IS IS NOT A STAGED SUBDIVISION PLANNING PERMIT NO. P21351</p> <p>SURVEY THIS PLAN IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) YUROKE 74 & KALKALLO 96 IN PROCLAIMED SURVEY AREA NO. -</p> <p>DEPTH LIMITATION DOES NOT APPLY</p> <p>LOTS 1 TO 36600 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. EASEMENTS E-4, E-9 TO E-13 (BOTH INCLUSIVE) & E-16 HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>AREA OF LAND SUBDIVIDED IS 2.580ha.</p> | | |
| <p>TANGENT POINTS ARE SHOWN THUS: </p> | | | | |
| EASEMENT INFORMATION | | | | |
| <p>LEGEND: E - ENCUMBERING EASEMENT, CONDITION IN CROWN GRANT IN THE NATURE OF AN EASEMENT OR OTHER ENCUMBRANCE A - APPURTENANT EASEMENT *SUPPORT IS DEFINED AS ALL NECESSARY STRUCTURAL SUPPORT RIGHTS FOR RETAINING WALL PURPOSES</p> | | | | |
| SUBJECT LAND | PURPOSE | WIDTH (metres) | ORIGIN | LAND BENEFITED/IN FAVOUR OF |
| E-1 | DRAINAGE | SEE DIAG | THIS PLAN | HUME CITY COUNCIL |
| E-2 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-3 | DRAINAGE | SEE DIAG | THIS PLAN | HUME CITY COUNCIL |
| E-3 | SEWERAGE | SEE DIAG | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-5 | *SUPPORT | 0.50 | THIS PLAN | THE RELEVANT ABUTTING LOTS ON THIS PLAN |
| E-6 | *SUPPORT | 0.50 | THIS PLAN | THE RELEVANT ABUTTING LOTS ON THIS PLAN |
| E-6 | DRAINAGE | 0.50 | THIS PLAN | HUME CITY COUNCIL |
| E-7 | *SUPPORT | 0.50 | THIS PLAN | THE RELEVANT ABUTTING LOTS ON THIS PLAN |
| E-7 | SEWERAGE | 0.50 | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-8 | *SUPPORT | 0.50 | THIS PLAN | THE RELEVANT ABUTTING LOTS ON THIS PLAN |
| E-8 | DRAINAGE | 0.50 | THIS PLAN | HUME CITY COUNCIL |
| E-8 | SEWERAGE | 0.50 | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-14 | *SUPPORT | 0.50 | SECTION 98 TLA1958 (PS845620F) | THE RELEVANT ABUTTING LOTS ON PS845620F |
| E-15 | *SUPPORT | 0.50 | SECTION 98 TLA1958 (PS845620F) | THE RELEVANT ABUTTING LOTS ON PS845620F |
| E-15 | DRAINAGE | 0.50 | THIS PLAN | HUME CITY COUNCIL |
| E-17 | *SUPPORT | 0.50 | SECTION 98 TLA1958 (PS845620F) | THE RELEVANT ABUTTING LOTS ON PS845620F |
| E-17 | DRAINAGE | 0.50 | THIS PLAN | HUME CITY COUNCIL |
| E-17 | SEWERAGE | 0.50 | THIS PLAN | YARRA VALLEY WATER CORPORATION |
| E-18 | *SUPPORT | 0.50 | THIS PLAN | RESERVE No.2 ON THIS PLAN |
| E-19 | *SUPPORT | 0.50 | THIS PLAN | LOT 36625 ON THIS PLAN |
| A-1 | *SUPPORT | 0.50 | PS845620F | LOT F ON PS845599S |
| <p>HIGHLANDS - 366 SP19</p> <p>34 LOTS</p> | | <p>LICENSED SURVEYOR GREGORY STUART WILLIAMS</p> | | |
|  <p>VERIS AUSTRALIA PTY LTD A Level 3, 1 Southbank Blvd Southbank VIC 3006 T +61 3 7019 8400 E melbourne@veris.com.au W www.veris.com.au</p> | | DATE 06/06/23 | REFERENCE 329623-ST366 | ORIGINAL SHEET SIZE A3 |
| | | VERSION F | DRAWING 329623-ST366-AF | SHEET 1 OF 6 SHEETS |
| | | <p>Digitally signed by: Gregory S Williams, Licensed Surveyor, Surveyor's Plan Version (F), 06/06/2023, SPEAR Ref: S178802P</p> | | |
| | | <p>PLAN REGISTERED</p> <p>TIME: 12:52 DATE: 16/6/23 Randall McDonald Assistant Registrar of Titles</p> | | |

PLAN OF SUBDIVISION

PS 845622B



HIGHLANDS - 366

SP19

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE
1:1000

10 0 20 40
LENGTHS ARE IN METRES

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Southbank VIC 3006
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DATE 06/06/23
VERSION F

REFERENCE 329623-ST366
DRAWING 329623-ST366-AF

ORIGINAL SHEET SIZE A3

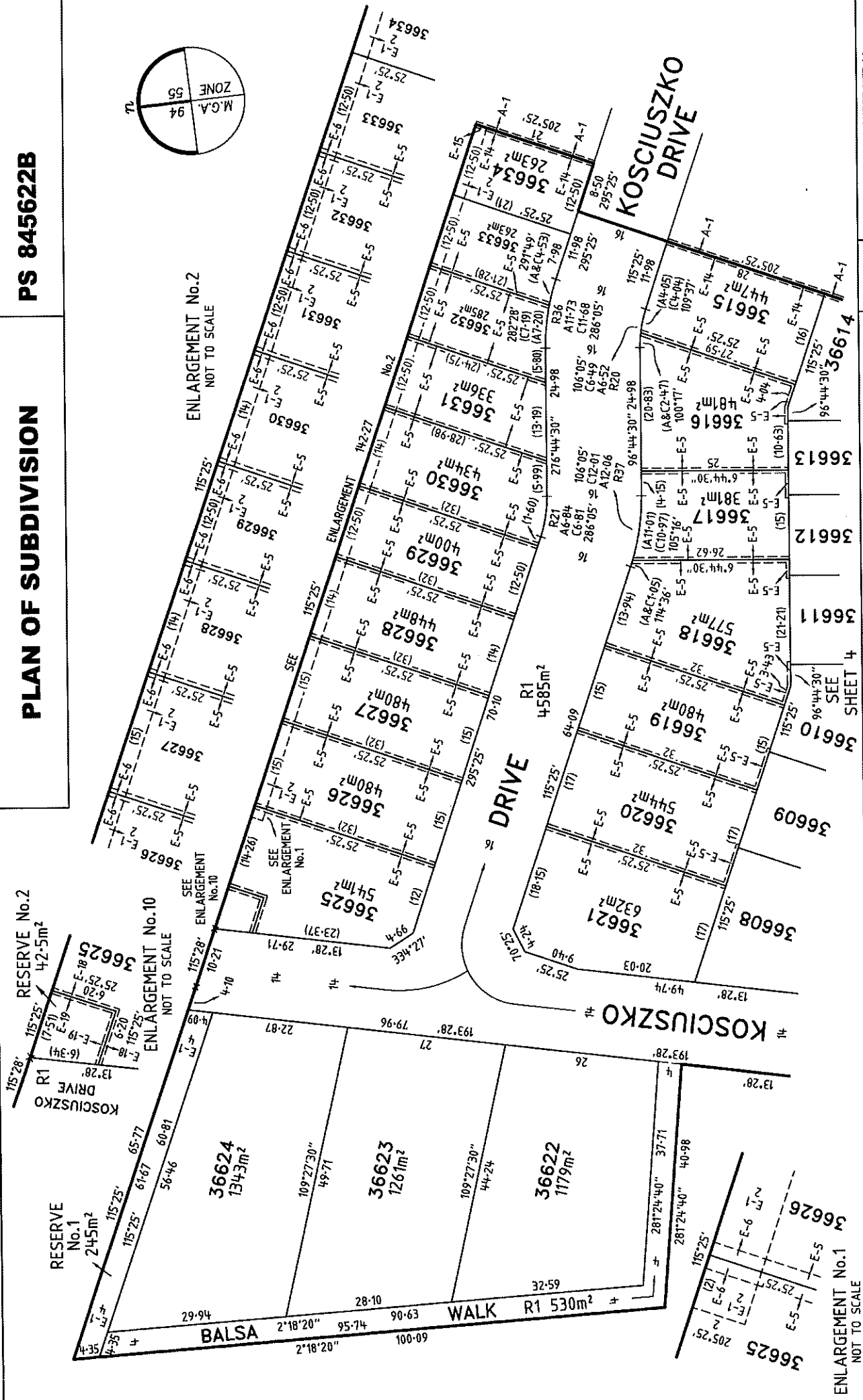
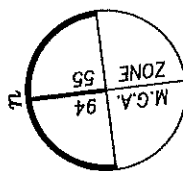
SHEET 2

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06/06/2023, SPEAR Ref: S178802P

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07/06/2023,
SPEAR Ref: S178802P

PLAN OF SUBDIVISION

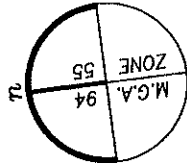
PS 845622B



| | | | | | |
|---|--|--|--|---|--|
| HIGHLANDS - 366 | | SP19 | | ORIGINAL SHEET SIZE A3 | |
| LICENSED SURVEYOR GREGORY STUART WILLIAMS | | SHEET 4 | | SHEET 3 | |
| DATE 06/06/23 | | REFERENCE 329623-ST366 | | SCALE 1:600 | |
| VERSION F | | DRAWING 329623-ST366-AF | | LENGTHS ARE IN METRES | |
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PS 845622B



SEE SHEET 3

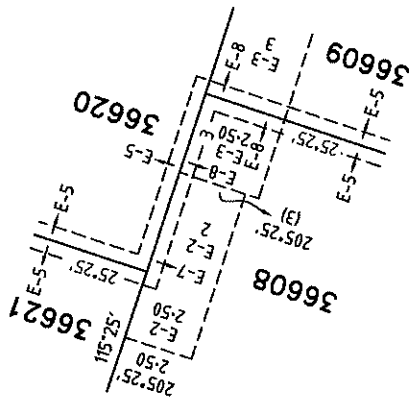
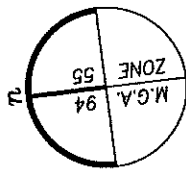
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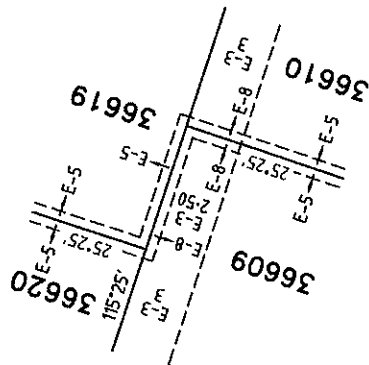
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Hume City Council,
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SPEAR Ref: S178802P

Amended by: Gregory S Williams. Licensed Surveyor 16/06/2023.

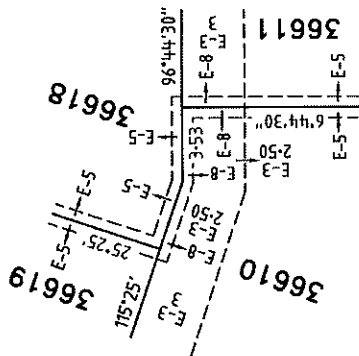
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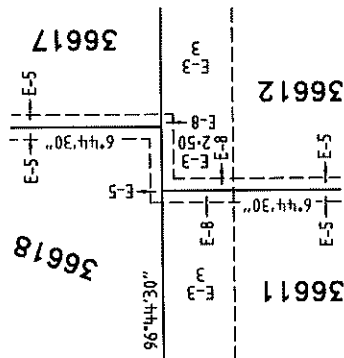
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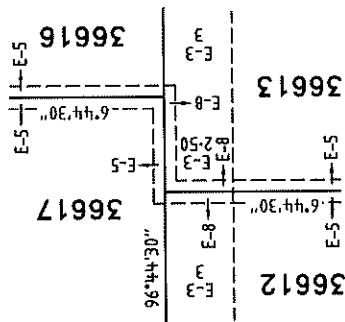
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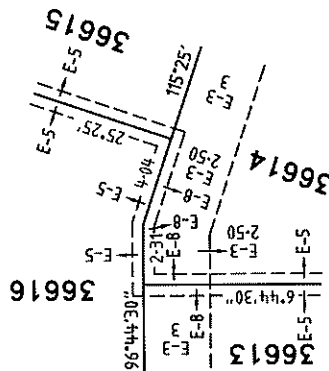
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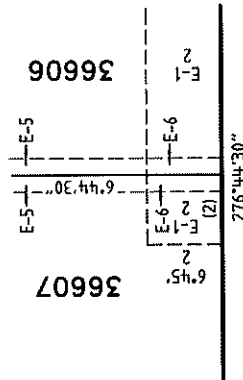
ENLARGEMENT No.6
NOT TO SCALE



ENLARGEMENT No.7
NOT TO SCALE



ENLARGEMENT No.8
NOT TO SCALE



ENLARGEMENT No.9
NOT TO SCALE

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Amended by: Gregory S Williams, Licensed Surveyor 16/06/2023.

HIGHLANDS - 366

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SP19

| GREGORY STUART WILLIAMS | | | |
|-------------------------|-----------|--------------|-----------------|
| LICENSED SURVEYOR | DATE | REFERENCE | DRAWING |
| | 06/06/23 | 329623-ST366 | 329623-ST366-AF |
| | VERSION F | | |

REFERENCE 329623-ST366

| | |
|-----------|-----------------|
| REFERENCE | 329623-ST366 |
| DRAWING | 329623-ST366-AF |

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07/06/2023,
SPEAR Ref: S178802P

SCALE

HEET SIZE A3

5

PLAN OF SUBDIVISION

PS 845622B

CREATION OF RESTRICTION

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

TABLE OF BURDENED AND BENEFITED LAND

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 36601 | 36602 |
| 36602 | 36601, 36603 |
| 36603 | 36602, 36604 |
| 36604 | 36603, 36605 |
| 36605 | 36604, 36606 |
| 36606 | 36605, 36607 |
| 36607 | 36606 |
| 36608 | 36609, 36620, 36621 |
| 36609 | 36608, 36610, 36619, 36620 |
| 36610 | 36609, 36611, 36618, 36619 |
| 36611 | 36610, 36612, 36618 |
| 36612 | 36611, 36613, 36617, 36618 |

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|-----------------------------------|
| 36613 | 36612, 36614, 36616, 36617 |
| 36614 | 36613, 36615, 36616 |
| 36615 | 36614, 36616 |
| 36616 | 36613, 36614, 36615, 36617 |
| 36617 | 36612, 36613, 36616, 36618 |
| 36618 | 36610, 36611, 36612, 36617, 36619 |
| 36619 | 36609, 36610, 36618, 36620 |
| 36620 | 36608, 36609, 36619, 36621 |
| 36621 | 36608, 36620 |
| 36622 | 36623 |
| 36623 | 36622, 36624 |

| BURDENED LOT No. | BENEFITING LOTS ON THIS PLAN |
|------------------|------------------------------|
| 36624 | 36623 |
| 36625 | 36626 |
| 36626 | 36625, 36627 |
| 36627 | 36626, 36628 |
| 36628 | 36627, 36629 |
| 36629 | 36628, 36630 |
| 36630 | 36629, 36631 |
| 36631 | 36630, 36632 |
| 36632 | 36631, 36633 |
| 36633 | 36632, 36634 |
| 36634 | 36633 |

RESTRICTION:

THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AA8889.

EXPIRY DATE: 01/01/2029

HIGHLANDS - 366

SP19

LICENSED SURVEYOR GREGORY STUART WILLIAMS

SCALE



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E | melbourne@veris.com.au
W | www.veris.com.au

DATE 06/06/23

REFERENCE 329623-ST366

VERSION F

DRAWING 329623-ST366-AF

ORIGINAL SHEET SIZE A3

SHEET 6

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F

S.R. No. 8/1998
Planning and Environment Regulations 1998
Form 18
Section 181



AE732279L
16/11/2006 \$94.60 173

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE
MAKING OF A RECORDING OF AN AGREEMENT
Planning and Environment Act 1987**

Lodged at the Titles Office by:
Name: STOCKLAND DEVELOPMENT PTY LIMITED
Phone: (03) 9570 1304
Address: LV 4, 541 ST KILDA RD, MELBOURNE 3004
Ref: LOT YYY, HIGHLANDS
Customer Code: 029476

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: Lots H3 and YYY (inclusive) on Plan of Subdivision No. 527309F and being part of the land comprised in certificate of title volume 10973 folio 560. *NOW = 10979 - 269/70 LTR 24/11/06*

Authority: Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, Victoria, 3047.

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

A copy of the agreement is attached to this application.

Signature for the Authority: *M. Lee*

Name of Officer: *MICHAEL NELTHORPE*

Position Held: *MANAGER - CITY DEVELOPMENT*

Date: *16-11-2006*

LTB 24/11/06

Hume City Council

Stockland Highlands Pty Ltd

Section 173 Agreement

(Highlands Craigieburn)

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THIS AGREEMENT is made on

13 November 2006

BETWEEN HUME CITY COUNCIL of 1079 Pascoe Vale Road, Broadmeadows,
Victoria, 3047 ("**Council**")

AND STOCKLAND HIGHLANDS PTY LTD (formerly Lensworth Highlands
Pty Ltd) ACN 097 352 200 of Level 4, 541 St Kilda Road, Melbourne,
Victoria, 3004 ("**Owner**")

Recitals

- A** The Owner is the registered proprietor of the Land.
- B** The Council is the responsible authority under the Act for the administration and enforcement of the Planning Scheme which applies to the Land.
- C** On 22 September 2004 the Council granted the Planning Permit for the two lot subdivision of the Land in accordance with the Plan of Subdivision. Condition 2 of the Planning Permit requires the Owner to enter into an agreement pursuant to Section 173 of the Act.
- D** The parties have agreed to enter into this Agreement with Council on the terms and conditions set out in this Agreement.

It is agreed

1 Interpretation

1.1 Definitions

In this Agreement:

"**Act**" means the Planning and Environment Act 1987.

"**Agreement**" means this document and the agreement constituted by it.

"**Business Day**" means a day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"**Council**" means the Hume City Council and its successors.

"**Craigieburn Road North Land**" means the land marked with vertical lines on Figure 24 of the Local Structure Plan and bounded to the north by the land contained in Stage 2 South and to the east by the Employment Area and situated on the north side of Craigieburn Road West.

"**Framework**" means the document titled "Craigieburn Strategic Framework and Local Structure Plans" dated June 1994 and amended in November 1999 and September 2005.

"**Land**" means 385 Craigieburn Road, Craigieburn being the land in Certificate of Title Volume 10973 Folio 560 and comprising Lot H3 and Lot YYY.



"Land Swap Expiry Date" means Five (5) years from the date of this Agreement.

"Local Structure Plan" means the Local Structure Plan for Craigieburn Land Holdings - Silverton Limited (Stocklands) contained in Part 2 of the Framework.

"Lot H3" means that part of the Land marked "H3" on the Plan of Subdivision forming part of the Land.

"Lot YYY" means that part of the Land marked "YYY" on the Plan of Subdivision forming part of the Land.

"Stockland Highlands" means Stockland Highlands Pty Ltd (formerly Lensworth Highlands Pty Ltd) ACN 097 352 200.

"Owner" means Stockland Highlands or any person registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Land or any part of the Land and includes a mortgagee in possession.

"Plan of Subdivision" means Plan of Subdivision number PS527309F, version C which subdivides the Land into Lot H3 and Lot YYY.

"Planning Permit" means planning permit P9346 which allows a two lot subdivision of the Land.

"Planning Scheme" means the Hume Planning Scheme (as amended from time to time) and any planning scheme which replaces it.

"Stage 1S" means the land delineated as "1S" or "Stage 1 South" delineated with vertical lines in Figure 24 of the Local Structure Plan and includes the Land and the Craigieburn Road North Land.

1.2 Construction

Unless expressed to the contrary, in this Agreement:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) any legislation or subordinate legislation includes any corresponding later legislation or subordinate legislation;

AE732279L



- (iii) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (iv) a right includes a benefit, remedy, discretion and power;
- (v) time is to local time in Melbourne;
- (vi) "\$" or "dollars" is a reference to Australian currency;
- (vii) this or any other Agreement includes the Agreement as novated, varied or replaced and despite any change in the identity of the parties;
- (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmission; and
- (ix) this Agreement includes all schedules and annexures to it;
- (g) if the date on or by which any act must be done under this Agreement is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

2 Acknowledgment

The parties acknowledge that this Agreement is made pursuant to section 173 of the Act.

3 Commencement and end

3.1 Commencement

This Agreement will come into force and effect on and from the date of execution.

3.2 End

This Agreement will end on the completion of the requirements and contributions to be performed or made under the Local Structure Plan (as varied by **clause 4**) the satisfaction of the Council.

4 Acknowledgments by Owner

The Owner acknowledges and agrees:

- (a) subject to **paragraph (b)**, on and from the date of this Agreement all of the requirements and contributions to be performed or made under the Local Structure Plan in respect of Stage 1S must be performed and made by the Owner in respect of the land comprising Stage 1S except for Lot YYY; and



- (b) if title to Lot YYY is not transferred by Stockland Highlands to Delfin Lend Lease by the Land Swap Expiry Date, then on and from the Land Swap Expiry Date:
 - (i) **paragraph (a)** shall no longer apply; and
 - (ii) the Owner must again perform all requirements and make all contributions under the Local Structure Plan in respect of the whole of the land comprising Stage 1S.

5 Statutory role of Council

The parties acknowledge that this Agreement does not fetter the future exercise of any statutory discretion by the Council whether in relation to this Agreement or otherwise and the provisions of this Agreement must be read and construed accordingly.

6 Registration and other obligations

6.1 Successors in title

The Owner agrees that each obligation imposed on the Owner under this Agreement:

- (a) takes effect as a covenant which is annexed to and runs at law and in equity with the Land; and
- (b) binds the Owner, its successors, assigns and transferees and the registered proprietor (including a mortgagee in possession) for the time being of the whole or any part of the Land and in particular to each transferee of a Lot.

6.2 Registration

The Owner must:

- (a) consent to the Council making an application to the Registrar of Titles to make a recording of this Agreement in the register on the certificate of title to the Land in accordance with section 181 of the Act; and
- (b) do all things necessary to enable the Council to make the application described in **paragraph (a)** including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable a recording to be made in the register under that section.

6.3 Enforceability

This Agreement is enforceable and takes effect as a general agreement between the Owner and the Council whether or not it is also enforceable as an agreement under section 173 of the Act.



7 Notices

- (a) Any notice, demand, certification, process or other communication relating to this Agreement may be served on the Owner by pre-paid ordinary mail, personally delivered or left at the Owner's address.
- (b) A communication which has been posted is deemed to have been served at the expiration of 24 hours from the time of posting.

8 General

8.1 Legal costs

- (a) Stockland Highlands must pay the Council's reasonable legal costs in relation to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement which, until paid, remain a debt due to the Council.
- (b) The Owner must pay the Council's reasonable legal costs in relation to the enforcement of this Agreement and the removal of this Agreement from the register of the Land Titles Office in respect of a particular Lot.

8.2 Amendment

Subject to section 178 of the Act, this Agreement may only be varied or replaced by a document duly executed by the parties.

8.3 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

8.4 Rights cumulative

Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

8.5 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.

8.6 Liability

An obligation of two or more persons binds them separately and together.

8.7 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, illegal



or void then it must be severed and the other provisions of this Agreement remain operational.

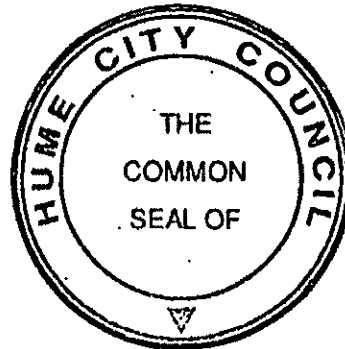
8.8 Governing law and jurisdiction

- (a) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.



Executed as a deed.

THE COMMON SEAL of HUME CITY COUNCIL was hereto affixed on the
13/11/06
in the presence of:



.....
Councillor

.....
Chief Executive Officer

THE COMMON SEAL of STOCKLAND HIGHLANDS PTY LTD is affixed in the presence of:

Signed by Stockland Highlands Pty Ltd
By its duly appointed attorney
JOHN STUART GIBSON who certifies
that he/she has received no revocation of the
Power of Attorney dated 5/11/06 In the
presence of:

.....
Company Secretary/Director

JOHN STUART GIBSON
Name of Company Secretary/Director
(print)

70 LV 4, 541 ST KILDA RD
Usual address MELBOURNE

.....
Director WITNESS

ANGUS RAMSAY
Name of Director (print)

90 LV 4, 541 ST KILDA RD
Usual address MELBOURNE

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

965293

APPLICANT'S NAME & ADDRESS

PAULINE MADDEN CONVEYANCING & LEGAL C/-
INFOTRACK (LEAP) C/- LANDATA

DOCKLANDS

VENDOR

SINGH, TARANPAL

PURCHASER

N/A, N/A

REFERENCE

61271

This certificate is issued for:

LOT 36622 PLAN PS845622 ALSO KNOWN AS 15 KOSCIUSZKO DRIVE CRAIGIEBURN
HUME CITY

The land is covered by the:

HUME PLANNING SCHEME

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

The land:

- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- is within a ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 9
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 7

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

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

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

21 September 2023

Sonya Kilkenny
Minister for Planning

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

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

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

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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 27 September 2023 11:34 AM

PROPERTY DETAILS

Address: **15 KOSCIUSZKO DRIVE CRAIGIEBURN 3064**
Lot and Plan Number: **No parcel found for this property**
Standard Parcel Identifier (SPI): **No parcel found for this property**
Local Government Area (Council): **HUME**
Council Property Number: **None**
Planning Scheme: **Hume**
Directory Reference: **Unknown**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **KALKALLO**

OTHER

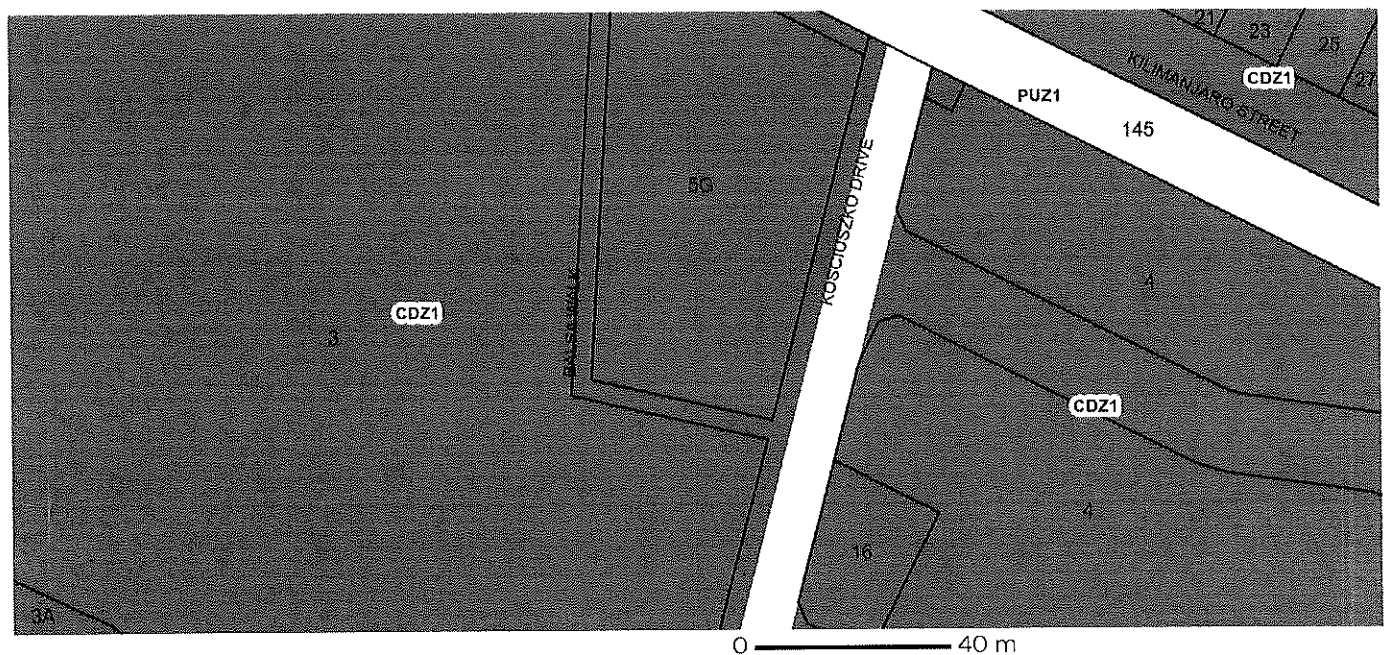
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 1 \(CDZ1\)](#)



CDZ - Comprehensive Development

PUZ1 - Public Use-Service and Utility

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

Copyright © - State Government of Victoria

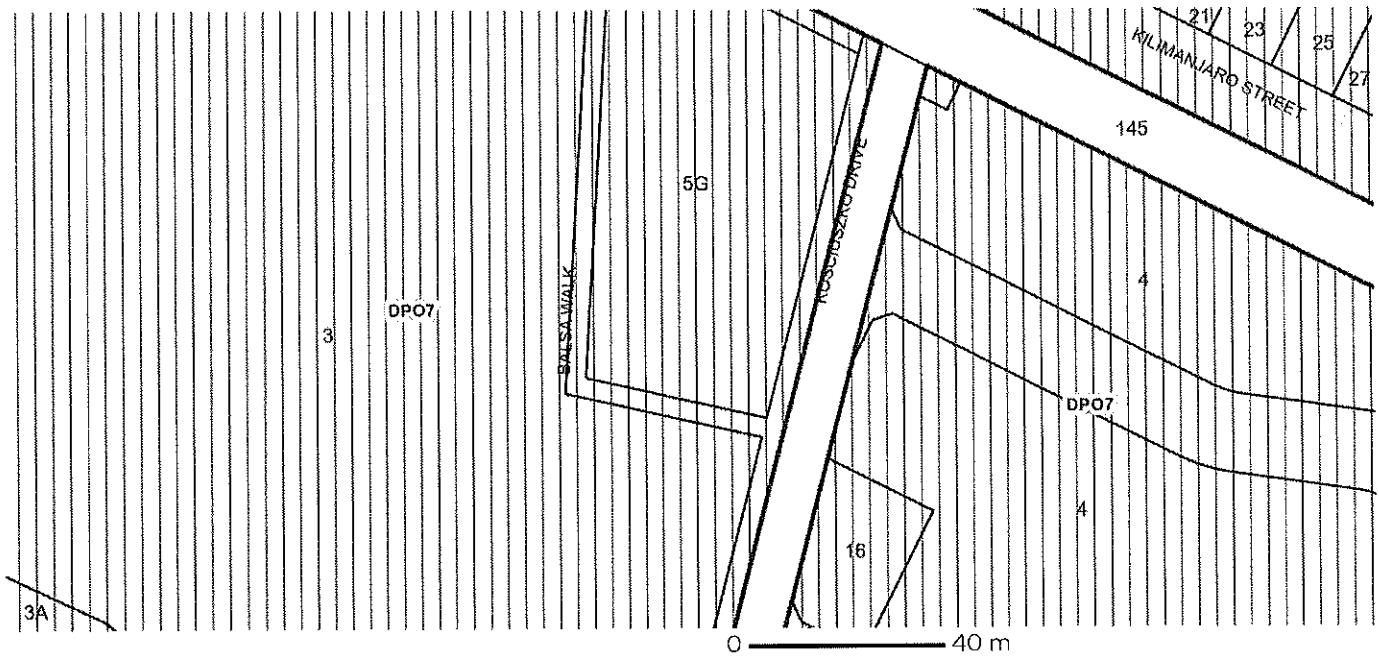
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 (DPO7)

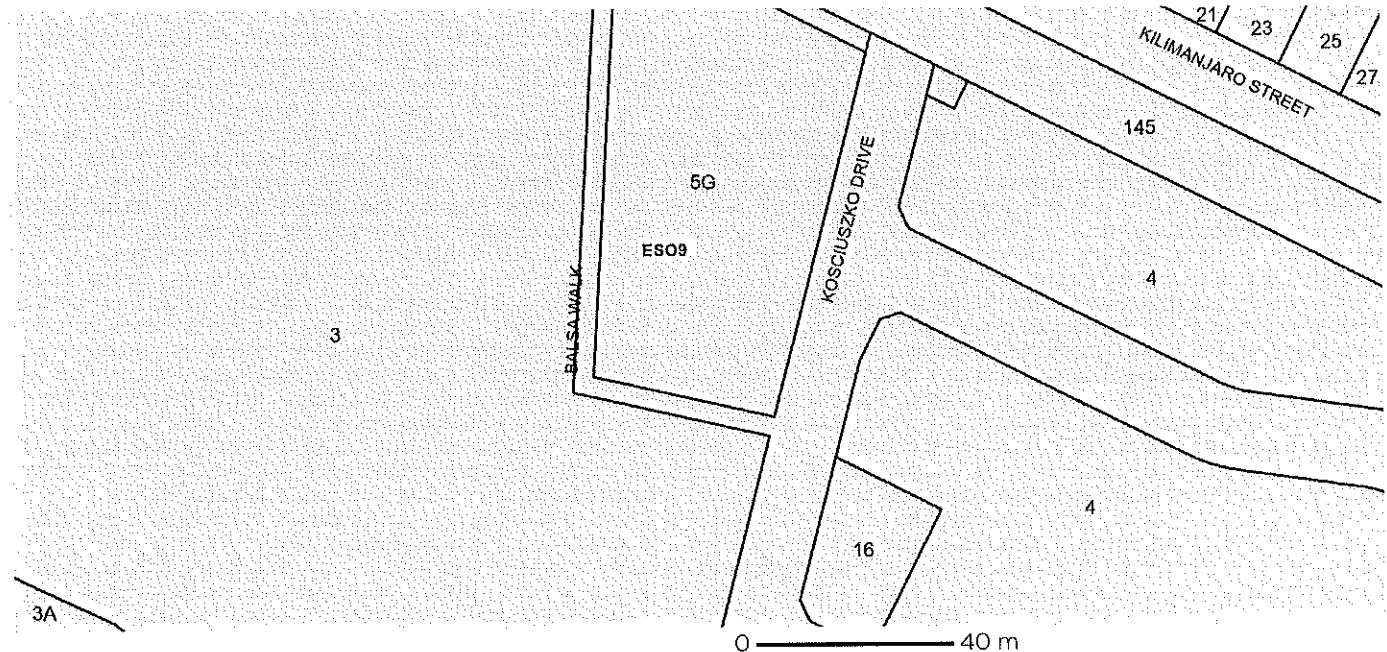


DPO - Development Plan Overlay

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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 9 (ESO9)



ESO - Environmental Significance Overlay

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

Further Planning Information

Planning scheme data last updated on 22 September 2023.

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

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

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

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

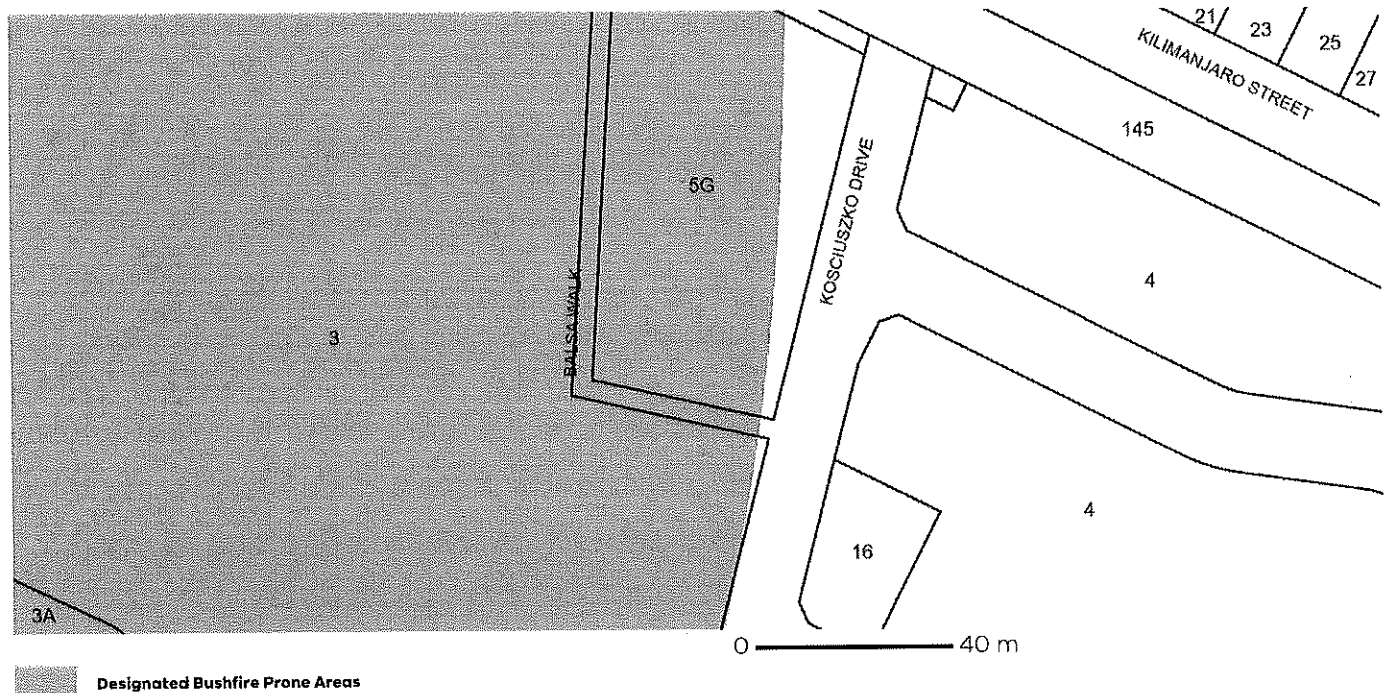
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvm.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au).

Property Clearance Certificate

Land Tax



INFOTRACK / PAULINE MADDEN CONVEYANCING & LEGAL

Your Reference: 16718
Certificate No: 67021807
Issue Date: 25 SEP 2023
Enquiries: AXT8

Land Address: 15 KOSCIUSZKO DRIVE CRAIGIEBURN VIC 3064

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|---------------------|-----|------|--------|-------|-------------|
| REFER TO ATTACHMENT | | | | | |

Vendor: TARANPAL SINGH

Purchaser: FOR INFORMATION PURPOSES

| Current Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|---------------|------------------|------------------|-------|
| REFER TO ATTACHMENT | | | | | |

Comments: Refer to attachment

| Current Vacant Residential Land Tax | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-------------------------------------|------|---------------|------------------|------------------|-------|
| REFER TO ATTACHMENT | | | | | |

Comments: Refer to attachment

| Arrears of Land Tax | Year | Proportional Tax | Penalty/Interest | Total |
|---------------------|------|------------------|------------------|-------|
|---------------------|------|------------------|------------------|-------|

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

Paul Broderick
Commissioner of State Revenue

| | |
|--------------------------|------------|
| CAPITAL IMPROVED VALUE: | \$0 |
| SITE VALUE: | \$42,472 |
| CURRENT LAND TAX CHARGE: | \$1,079.33 |

Notes to Certificate - Land Tax

Certificate No: 67021807

Power to Issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$42,472

Calculated as \$0 plus (\$42,472 - \$0) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 67021807

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67021807

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Land Tax

Certificate No: 67021807

Land Address: 15 KOSCIUSZKO DRIVE CRAIGIEBURN VIC 3064

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-------|--------|--------|-------|-------------|
| 49064386 | 36622 | 845622 | 12483 | 425 | \$238.95 |

| Land Tax Details | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-----------------------------|------|---------------|------------------|------------------|----------|
| STOCKLAND HIGHLANDS PTY LTD | 2023 | \$9,403 | \$238.95 | \$0.00 | \$238.95 |

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

| Vacant Residential Land Tax Details | Year | Taxable Value | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|------|---------------|---------------|------------------|-------|
|-------------------------------------|------|---------------|---------------|------------------|-------|

Comments:

| | | |
|--------------------------|----------|----------|
| Current Land Tax Charge: | 49064386 | \$238.95 |
|--------------------------|----------|----------|

Land Address: 15 KOSCIUSZKO DRIVE CRAIGIEBURN VIC 3064

| Land Id | Lot | Plan | Volume | Folio | Tax Payable |
|----------|-------|--------|--------|-------|-------------|
| 49119018 | 36622 | 845622 | 12483 | 425 | \$840.38 |

| Land Tax Details | Year | Taxable Value | Proportional Tax | Penalty/Interest | Total |
|-----------------------------|------|---------------|------------------|------------------|----------|
| STOCKLAND HIGHLANDS PTY LTD | 2023 | \$33,069 | \$840.38 | \$0.00 | \$840.38 |

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

| Vacant Residential Land Tax Details | Year | Taxable Value | Tax Liability | Penalty/Interest | Total |
|-------------------------------------|------|---------------|---------------|------------------|-------|
|-------------------------------------|------|---------------|---------------|------------------|-------|

Comments:

| | | |
|--------------------------|----------|----------|
| Current Land Tax Charge: | 49119018 | \$840.38 |
|--------------------------|----------|----------|

Total: \$1,079.33

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PAULINE MADDEN CONVEYANCING & LEGAL

Your Reference: 16718
Certificate No: 67021807
Issue Date: 25 SEP 2023

Land Address: 15 KOSCIUSZKO DRIVE CRAIGIEBURN VIC 3064

| Lot | Plan | Volume | Folio |
|-------|--------|--------|-------|
| 36622 | 845622 | 12483 | 425 |

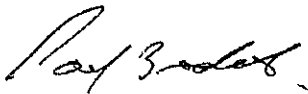
Vendor: TARANPAL SINGH
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00


Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 67021807

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billir Code: 416073
Ref: 67021808

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 67021808

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Property No : 749242
 Certificate No : eLIC061908
LAND INFORMATION CERTIFICATE
 Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688



ABN 14 854 354 856
 1079 PASCOE VALE ROAD
 BROADMEADOWS
 VICTORIA 3047

PO BOX 119
 DALLAS 3047

Telephone: 03 9205 2200
 Rates Dept 03 9205 2688
 Facsimile: 03 9309 0109
 www.hume.vic.gov.au

Your Reference: 61271
 Date of Issue: 22/09/2023

SECURE ELECTRONIC REGISTRIES VICTORIA (SERV)
TWO MELBOURNE QUARTER
LEVEL 13/697 COLLINS ST
DOCKLANDS VIC 3008

| | |
|-----------------------|--|
| Property Description: | Lot 36622 PS 845622B Vol 12483 Fol 425 |
| Property Situated: | 15 KOSCIUSZKO DR CRAIGIEBURN VIC 3064 |

| | | |
|---------------------|-----------------|----------------|
| Site Value \$600000 | C.I.V. \$600000 | N.A.V. \$30000 |
|---------------------|-----------------|----------------|

The level of valuation is 1/01/2023 and the Date the Valuation was adopted for Rating Purposes is 1/07/2023

| RATES AND CHARGES FROM | 01/07/2023 | TO | 30/06/2024 |
|--------------------------------|------------------------------|-----------|-----------------------------|
| | RATE LEVIED ON C.I.V. | | BALANCES OUTSTANDING |
| General Rate | \$1,388.50 | | \$1,388.50 |
| Land Use Rebate | \$0.00 | | \$0.00 |
| Optional Waste Charges | \$0.00 | | \$0.00 |
| Fire Service Property Levy | \$152.60 | | \$152.60 |
| Special Charge / Rate | \$0.00 | | \$0.00 |
| Waste Rates and Charges | \$200.93 | | \$200.93 |
| Arrears as at 30/06/2023 | | | \$0.00 |
| Interest / Legal Costs | | | |
| TOTAL RATES AND CHARGES | \$1,742.03 | | \$1,742.03 |

| | |
|------------------------|---|
| **PLEASE NOTE : | Rates for 2023/2024 are payable by four instalments on the following dates 30/09/2023, 30/11/2023, 29/02/2024 & 31/05/2024 |
|------------------------|---|

| OTHER CHARGES | | | | |
|-------------------------------------|------------------|-----------------|--------------------|----------------|
| Account Number / Description | Principal | Interest | Interest To | Balance |
| | | | | |

TOTAL OTHER CHARGES:

PEXA BPAY BILLER CODE HAS CHANGED, PLEASE SEE NEXT PAGE FOR DETAILS
TOTAL OUTSTANDING AT ISSUE DATE : \$1,742.03

All overdue rates and charges must be paid at settlement..

Property No : 749242
Certificate No : eLIC061908
LAND INFORMATION CERTIFICATE
Year Ending: 30 June 2024
All Enquiries and Updates to Rates on 9205 2688

| | |
|--------------------|---------------------------------------|
| Property Situated: | 15 KOSCIUSZKO DR CRAIGIEBURN VIC 3064 |
|--------------------|---------------------------------------|

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council. This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

- There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.
- There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.
- There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate.

- It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

New Swimming Pool & Spa registration laws commenced 1 December 2019. Pool Owners must register their Swimming Pools & Spas with Council by 1 June 2020. www.hume.vic.gov.au for more information and registrations.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED \$28.80 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue. Council cannot be held responsible for any information given verbally.



Delegated Officer
22/09/2023

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PEXA BPAY BILLER CODE HAS CHANGED



Biller Code: 357947
Ref: 7492424

If settling outstanding amounts via BPay please send advice to rates@hume.vic.gov.au

25th September 2023

Pauline Madden Conveyancing & Legal C/- InfoTrack
LANDATA

Dear Pauline Madden Conveyancing & Legal C/- InfoTrack ,

RE: Application for Water Information Statement

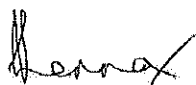
| | |
|-----------------------------|--|
| Property Address: | 15 KOSCIUSZKO DRIVE CRAIGIEBURN 3064 |
| Applicant | Pauline Madden Conveyancing & Legal C/- InfoTrack LANDATA |
| Information Statement | 30796021 |
| Conveyancing Account Number | 7959580000 |
| Your Reference | 61271 |

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

| | |
|------------------|--------------------------------------|
| Property Address | 15 KOSCIUSZKO DRIVE CRAIGIEBURN 3064 |
|------------------|--------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area and we supply both potable and recycled water to this property. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

| | |
|------------------|--------------------------------------|
| Property Address | 15 KOSCIUSZKO DRIVE CRAIGIEBURN 3064 |
|------------------|--------------------------------------|

STATEMENT UNDER SECTION 158 WATER ACT 1989

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

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

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





YARRA VALLEY WATER
ABN 83 066 902 501

Luoknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Pauline Madden Conveyancing & Legal C/- InfoTrack
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 8745761429
Rate Certificate No: 30796021

Date of Issue: 25/09/2023
Your Ref: 61271

With reference to your request for details regarding:

| Property Address | Lot & Plan | Property Number | Property Type |
|--|----------------|-----------------|---------------|
| 15 KOSCIUSZKO DR, CRAIGIEBURN VIC 3064 | 36622\PS845622 | 5294329 | Residential |

| Agreement Type | Period | Charges | Outstanding |
|--|-------------------------------------|---------|-------------|
| Parks Fee * | 01-07-2023 to 30-09-2023 | \$21.33 | \$21.33 |
| Drainage Fee | 01-07-2023 to 30-09-2023 | \$29.70 | \$29.38 |
| | | | |
| Other Charges: | | | |
| Interest | No interest applicable at this time | | |
| No further charges applicable to this property | | | |
| Balance Brought Forward | | | \$0.46 |
| Total for This Property | | | \$51.17 |

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

| Property Address | Lot & Plan | Property Number | Property Type |
|---------------------------------------|------------|-----------------|---------------|
| 4 KOSCIUSZKO DR, CRAIGIEBURN VIC 3064 | F\PS845599 | 5259498 | Superseded |

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

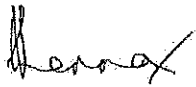
The property above forms part of the property for which the charges below are applicable

| Property Address | Lot & Plan | Property Number | Property Type |
|--|------------|-----------------|---------------|
| 5G KOSCIUSZKO DR, CRAIGIEBURN VIC 3064 | G\PS823323 | 5259499 | Superseded |

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

Please note, from 1 July 2023:

* The Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER
RETAIL SERVICES

Note:

- 1. From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.**
- 2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.**
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

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

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



YARRA VALLEY WATER
ABN 93 068 902 501

Luoknow Street
Mitoham Victoria 3132

Private Bag 1
Mitoham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5294329

Address: 15 KOSCIUSZKO DR, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30796021

HOW TO PAY



Billor Code: 314567
Ref: 87457614293

**Amount
Paid**

**Date
Paid**

**Receipt
Number**



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Pauline Madden Conveyancing & Legal C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 61271

NO PROPOSALS. As at the 21th September 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

15 KOSCIUSZKO Drive, CRAIGIEBURN 3064
CITY OF HUME

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

Date of issue: 21th September 2023

Telephone enquiries regarding content of certificate: 13 11 71

Extract of EPA Priority Site Register

Page 1 of 2

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 15 KOSCIUSZKO Drive
SUBURB: CRAIGIEBURN
MUNICIPALITY: Hume
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 386 Reference E12
DATE OF SEARCH: 21st September 2023

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.

The Environment Protection Authority does not warrant the accuracy or completeness

[Extract of Priority Sites Register] # 70323026 - 70323026143311
'61271'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria
200 Victoria Street
Carlton VIC 3053
1300 EPA VIC (1300 372 842)

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.

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.

(04/10/2016)

DATED

2023

TARANPAL SINGH

to

CONTRACT OF SALE OF LAND

Property: 15 Kosciuszko Drive, Craigieburn VIC 3064

PAULINE MADDEN CONVEYANCING & LEGAL

Solicitor

127 Main Street

Bacchus Marsh Vic 3340

Tel: (03) 5367 6226

Fax: (03) 5367 6223

Ref: MB: 16718