

# Contract of Sale of Land

Property:

**6 Bobbin Street, Fraser Rise VIC 3336**



Ref: ST:2025-0845

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

State nature of authority, if applicable: .....

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

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 ...../...../2025

**Print names(s) of person(s) signing:** Abdul Lateef Mohammed

State nature of authority, if applicable: .....

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

# Particulars of Sale

## Vendor's estate agent

Name: Everywhere Real Estate  
Address: Suite 205, 111 Overton Road, Williams Landing VIC 3027  
Email: srujal@everywhere.com.au Ref: Srujal Patel  
Tel: 0395268102 Mob: 0452369159 Fax:

## Vendor

Name: Abdul Lateef Mohammed  
Address:  
ABN/ACN:  
Email:

## Vendor's legal practitioner or conveyancer

Name: Zing Conveyancing  
Address: 5 Kimba Circuit, Truganina VIC 3029  
Email: info@zingconveyancing.com.au Ref: 2025-0845  
Tel: 0477 733 905 Mob: Fax:

## Purchaser's estate agent

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

## Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12495	Folio	681	115	PS 836034V

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: 6 Bobbin Street, Fraser Rise VIC 3336

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

Price \$

Deposit \$ By / / (of which has been paid)

Balance \$ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

**Settlement** (general conditions 17 & 26.2)

is due on / /

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(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

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

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

## Special Conditions

### Special Condition 1 - Deletions and Amendments of General conditions

- (a) Without limiting the operation of any other special condition contained in this Contract, the following General Conditions shall not apply to this Contract:
- (i) General Condition 9 (Consents);
  - (ii) General Condition 12 (Builder Warranty Insurance);
  - (iii) General Conditions 31.4, 31.5 and 31.6 (Loss or damage before settlement); and
  - (iv) General Condition 33.
- (b) For the avoidance of doubt, the Purchaser acknowledges and agrees that:
- (i) Some of the General Conditions have been modified by these special conditions; and
  - (ii) In the event of any inconsistency between the General Conditions and the special conditions, the special conditions will prevail to the extent of any such inconsistency.

### Special Condition 2 - Guarantee

General Condition 3 (Guarantee) is amended to read as follows:

If the Purchaser is a proprietary limited company:

- (a) Any person who signs this Contract will be personally liable for the due performance of the Purchaser's obligations as if the signatory were the Purchaser; and
- (b) The Purchaser must procure that every director of the Purchaser must sign the Guarantee in the form of the Guarantee and Indemnity in the form attached in Schedule 1 on or prior to the Day of Sale.

### Special Condition 3 - Nomination

General Condition 4 (Nominee) is deleted and replaced by the following:-

- (a) The Purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- (b) Such nomination shall be effected by the Purchaser by delivering to the Vendor or the Vendor's legal practitioner:
  - (i) an executed nomination form, executed by the Purchaser and the nominee;
  - (ii) if the nominee is a company, a duly executed Guarantee set out in Schedule 1; and
  - (iii) a direction that the Deposit is to be held on behalf of the nominee.
- (c) The Purchaser must make any nomination no later than 14 days prior to the due date for settlement. If the Purchaser makes such a nomination within 14 days of the due date for settlement, the Purchaser shall be deemed to be in default under the Contract and:-
  - (i) the Vendor shall not be required to effect settlement until 14 days after the Purchaser gives written notification to the Vendor of the nomination; and
  - (ii) the Purchaser shall pay the Vendor's legal costs and expenses as between solicitor and client in the sum of \$385.00 including GST."
- (d) the Vendor and its agents make no warranty, representation or promise as to whether any nomination is dutiable or non-dutiable and in all other respects it is the responsibility of the Purchaser to determine and be informed as to the stamp duty consequences of any nomination.

#### **Special Condition 4 - Entire Agreement**

- (a) The parties agree and acknowledge that this Contract contains and sets forth all of the terms and conditions of and relating to the sale of the Land by the Vendor to the Purchaser and that so far as is legally permissible there are no conditions, warranties or other terms affecting or relating to this sale other than those embodied herein and in particular the Vendor gives no warranty as to the condition of any of the Improvements on the Land or of any of the fixtures and fittings included in the same.
- (b) The Purchaser acknowledges that the Vendor's Agent has acted as agent for the Vendor and that except for any disclosure by the Vendor or the Vendor's Agent to the Purchaser in accordance with the provisions of the Sale of Land Act 1962, no Information statement representation or warranty (whether oral or in any advertisement brochure or otherwise) of the Vendor or the Vendor's Agent (apart from those statements contained in the Vendor's Statement a copy of which is annexed to this Contract) was made with the intention or knowledge that it would be relied upon and that no such information statement representation or warranty has in fact been relied upon and it is further agreed that this contract and the original Vendor's Statement are the sole and full repository of the agreement between the Vendor the Vendors agent and the Purchaser.

#### **Special Condition 5 - Purchaser's Warranties**

The Purchaser represents and warrants to and agrees with the Vendor that:

- (a) It takes the Property on an "as is/where is" basis and takes full responsibility for Property;
- (b) It accepts liability for all improvements on the Land and for all costs, expenses and damages it may suffer or any claims made against the Vendor in connection with the Land arising out of or in connection with the conditions or the characteristics encountered on, in, under, near or in connection with the land or the suitability of the Land and its services;
- (c) It has not entered into this Contract in reliance on any information, representation, promise, statement or inducement by or on behalf of the Vendor or any other person other than as expressly set out in this Contract, including:
  - (i) Any representation concerning the Land, use and the future use of the Property;
  - (ii) Any report or information relating to the nature or condition of the Property or its surroundings made available by consultants by or on behalf of the Vendor or any other person, to the Purchaser or any person on its behalf whether before or after the date of this Contract; or
  - (iii) The location or availability of any services servicing the Property (whether from within, from or to the Property, or in relation to any rights of entry or egress in the Property in respect of the condition or quality of any services,

But has,

- (iv) Had the opportunity to undertake and has undertaken full due diligence of the Property and all other matters and things associated with the Property and/or that may affect the Purchaser and the Property;
- (v) Has undertaken a comprehensive due diligence of the Property;
- (vi) Has satisfied itself in respect of all matters relating to the Land and the Property;
- (vii) It has the power and has taken all corporate and other actions required to enter into this Contract and to authorise the execution and delivery thereof and the performance of its obligations thereunder; and
- (viii) The execution, delivery and performance of this Contract does not violate its Constitution or an existing law or any document or agreement to which it is a party or which is binding upon it or any of its assets.

The Purchaser acknowledges that the Vendor is entering into this Contract in reliance on the Purchaser's representations and warranties set out in this Contract.

#### **Special Condition 6 - Statutory Restrictions**

The Property is sold and the Purchaser takes title subject to the provisions of the Sale of Land Act 1962 and in particular to the following:-

- (a) The easements (both) express and implied affecting the Land by virtue of the Act and any rights easements or encumbrances which are appurtenant to any adjoining property; and
- (b) Any restrictions on user or scheme or plan of development under the Local Government Act 2020, the Melbourne Planning Scheme and any other town planning acts or schemes.



### **Special Condition 7 - Buildings & Due Diligence**

- (a) The land and buildings (if any) as sold hereby and inspected by the purchaser is sold on the basis of existing improvements thereon and the purchaser shall not claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of building permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.
- (b) The purchaser acknowledges that the purchaser has received the Due Diligence Checklist under Section 33B of the Sale of Land Act 1962 and has made their own enquiries in reference to the checklist.

### **Special Condition 8 - Condition of Property**

The Purchaser acknowledges that:

- (a) Any improvements on the Property may be subject to or require compliance with the Victorian Building Regulations, municipal by-laws, relevant statutes, and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws shall not constitute and shall not be deemed to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection, claim any compensation, or refuse or delay payment of the Purchase Price or any part thereof on any such ground.
- (b) The Purchaser has purchased the Property as a result of the Purchaser's own inspection or inquiries and that the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or the Vendor's agents, consultants and advisors concerning the state of repair and condition of the Property and the Purchaser purchases the Property subject to all faults and defects both latent or patent and that the Vendor has not and no person on the Vendor's behalf has made any warranty or representation in relation to those matters except such as are made conditions of this Contract and the Purchaser shall not make any requisition or objection, claim any compensation, or refuse or delay payment of the Purchase Price or any part thereof on any such ground.
- (c) The Purchaser cannot make any requisition, objection or claim any compensation in relation to any contamination or pollution in or on the Property or in relation to any encroachment onto the Land or any encroachment by buildings on the Land over abutting lands or in relation to the location of any fences on the Land or on abutting lands or in relation to any failure to comply with any planning scheme, planning permit, restrictive covenant or other restriction affecting the Property or any failure to comply with any building regulation. None of those things constitutes a defect in the Vendor's title.
- (d) Any improvements on the Property, including but not limited to the decking located on the side and back of the Property do not, to the best of the Vendor's knowledge, and without making any warranty to the Purchaser, require any building permits and the Purchaser has purchased the Property as a result of their own inspections or inquiries as to the additional works undertaken on the Property. The Purchaser further acknowledges that if there is any failure to comply with any one or more of the laws in relation to the additional works undertaken on the Property, that any failure, inadvertent or otherwise, shall not constitute and shall not be deemed to constitute a failure by the Vendor to comply with its disclosure obligations under section 32 of the *Sale of Land Act 1962* (Vic) and the Purchaser shall not make any requisition or objection, claim any compensation, claim any damage, or refuse or delay payment of the Purchase Price or any part thereof on any such ground.
- (e) The Purchaser further indemnifies the Vendor and shall hold the Vendor forever harmless with respect to all claims, actions, demands and costs arising out of or in any way connected to the Property and any works, including any improvements undertaken on the Property, whether such claims arose from matters occurring before or after the day of the sale.

### **Special Condition 9 - No Claim for Misrepresentation**

The Purchaser admits that the Land as offered for sale and inspected by it is identical with that described in the title particulars given above and shall not make any requisition or claim any compensation for any alleged misdescription of the Land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so.

### **Special Condition 10 - Default Interest**

General Condition 33 Interest is deleted and replaced by the following:-

If the Purchaser defaults in payment of any money under this Contract the Purchaser shall pay to the Vendor interest at the rate of 6% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act 1983* computed on the money overdue during the period of default without prejudice to any other rights of the Vendor.

### **Special Condition 11 - Costs of Default**

The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser fails to complete the purchase of the Property by the Settlement Date under this Contract, in addition to any default interest chargeable on the balance of the purchase price in accordance with Special Condition 10 of this Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser acknowledges are reasonably foreseeable losses and which the Purchaser shall pay to the Vendor on or prior to settlement:

- (a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance;
- (b) Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property.
- (c) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Settlement Date;
- (d) Legal costs and expenses as between the Vendor's legal practitioner and the Vendor;
- (e) All reasonable expenses incurred by the Vendor as a result of the breach, including all accommodation costs (if any);
- (f) Any and all additional outgoings or charges for which the Vendor will be liable as a result of the Vendor remaining or being recorded as remaining owner of the property; and
- (g) The costs of the Vendor for remedying any default by the Purchaser under this Contract which the Vendor may but is not obliged to do and may do without any notice to the Purchaser and if so elected by the Vendor, all costs incurred by the Vendor (including all legal costs charged on a solicitor and own client basis), professional costs and disbursements and expenses including consultants costs, without prejudice to any other rights that the Vendor may have in respect of the Purchase in relation to such default and in particular without prejudice to the Vendor's right to terminate the contract.

### **Special Condition 12 - Electronic Conveyancing - Penalties**

- (a) In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.
- (b) The vendor gives notice to the purchaser and the purchaser hereby acknowledges that in the event that the purchaser breaches the Contract in the manner set out in sub-clause (a) of this special condition above the vendor will, in addition to the losses and claim for damages, the vendor is entitled to under this Contract, incur expenses which the purchaser acknowledges are reasonably foreseeable losses and which the purchaser shall pay to the vendor on or prior to settlement being the vendor's legal costs and expenses as between solicitor and own client of \$385.00 inclusive of GST.

### **Special Condition 13 - Security Interests**

The Purchaser acknowledges that in the event of a security interest registered against the Vendor, (other than by the Mortgagee) the Purchaser will accept a letter releasing the Property from the charge at Settlement and the Purchaser will not require a formal release of charge document at Settlement, or deduct any monies for such.

### **Special Condition 14 - FIRB Approval**

The purchaser warrants to the Vendor that

- (a) by entering into this Contract the Purchaser is not in breach of the *Foreign Acquisitions and Takeovers Act 1975* (Cth); and
- (b) the Purchaser has obtained
  - (i) any approval required from any authority under any law, and
  - (ii) any authority of the Reserve Bank of Australia required under the *Banking (Foreign Exchange) Regulations* (Cth), to enter into this contract.

- (c) If any of the warranties in this special condition is untrue then:
  - (i) the Purchaser will be in default under this Contract; and
  - (ii) the Purchaser will indemnify and keep indemnified the Vendor against any loss, damage or cost which the vendor incurs as a result of the Vendor having relied on the warranty.

This warranty and indemnity do not merge on completion of this contract.

#### **Special Condition 15 - Manner of Holding**

- (a) If there is more than one purchaser, it is the Purchasers' responsibility to ensure this Contract correctly records at the date of sale the proportions in which they are buying the Property (the proportions).
- (b) If the proportions recorded in the Transfer of Land differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchaser fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- (d) This Special Condition will not merge on completion.

#### **Special Condition 16 - No Merger**

- (a) This Contract and all other warranties and indemnities given by each party to the other of them under this Contract will remain in full force and effect notwithstanding the settlement of the sale of the Property and the provisions hereof will not merge with any conveyance or transfer of the Property or with any registration of any conveyance or transfer of the Property.
- (b) The Purchaser acknowledges and agrees that:
  - (i) any provision of this contract that is capable of having effect after the Settlement Date is to continue despite settlement having taken place; and
  - (ii) rights in connection with a breach of this Contract are not affected by the settlement or termination of this Contract.

#### **Special Condition 17 - Auction**

If the property is offered for sale by public auction, subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be in accordance with *Sale of Land Act 1962* and the *Sale of Land (Public Auctions) Regulations 2014* or any rules prescribed by regulation which modify or replace those rules.

#### **Special Condition 18 -Solar Panels**

In the event solar panels and/or batteries are contained within the land, the Vendor makes no representations or gives any warranties whatsoever with respect to any solar panels and/or batteries which may have been installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any such solar panels and/or batteries, save that they are owned by the Vendor and are not encumbered in any way. The Purchaser acknowledges that any current arrangements with any energy supplier shall cease upon settlement.

#### **Special Condition 19 - Early Possession**

In the event of the Purchaser wishing to take early possession of the property having obtained the consent of the Vendor, a separate License Agreement must be executed between the parties to facilitate such early possession. The Purchaser agrees to provide copies of all updated certificates obtained by them to complete any adjustments to the Vendor's Representative. The Vendor will not be obliged to provide cheque direction details until this condition has been complied with.

Such License Agreement referred herein is a separate legal document and does not form part of this Contract. The cost of preparing a License Agreement being \$550 is payable by the Purchaser to the Vendor's representative.

#### **Special Condition 20**

If the contract of sale is subject to finance and the Purchaser's finance has not been approved by the due date, the Purchaser must:

- a) Provide a decline letter as per G.C 20 from the lender (not the mortgage broker) stipulated in the Contract of Sale to confirm that the finance has been declined, until then G.C 20.2 (d) doesn't apply.
- b) When purchasers apply for Subject to finance and deposit payment extension, 2 business days (Grace period) don't apply.

Should the declined letter and sufficient information not be provided in writing to our office, the Vendor will not instruct the selling agent or stakeholder to refund any deposit monies to the Purchaser until this is satisfied by the Vendor.

### **Special Condition 21**

Within one (1) month of settlement a party may give notice to the other in writing that a mathematical mistake has occurred in calculation of an amount paid under this Contract. If that notice is given then the parties must correct the mistake and the appropriate amount equal to the financial measure of the mistake must be paid by one party to the other. This special condition creates rights and remedies in addition to those that may otherwise exist as a result of a mathematical mistake.

# General conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

---

## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

## 8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

## 9. CONSENTS

The vendor must obtain any necessary consent or licence required for the 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 general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general 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 predominantly for personal, domestic or household purposes; and
    - II. has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser 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 that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay— as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 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. BUILDER WARRANTY INSURANCE**

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

## **13. GENERAL LAW LAND**

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

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

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:



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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
  - (b) the date that is 45 days before the bank guarantee expires;
  - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. 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 lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement 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 lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
  - (b) if two or more electronic lodgement 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 lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement 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 lodgement 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, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

## **20. LOAN**

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

## **21. BUILDING REPORT**

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and (c) is not then in default.

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

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

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

## **22. PEST REPORT**

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

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

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

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

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

## **23. ADJUSTMENTS**

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

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

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

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

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

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control

- or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic 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 a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic 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 has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
  - (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or



- (d) by email.

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

## **28. NOTICES**

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

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

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 -
  - 1.1 the default is remedied; and
  - 1.2 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 resell the property in any manner and recover any deficiency in the price on the resale and any resulting
  - II. 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.



**SCHEDULE 1**  
**Regulations 4, 5**

**RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

- \* No bids may be made on behalf of the vendor of the land.

**OR**

- \* 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. 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.

**SALE OF LAND REGULATIONS 2005**  
**SCHEDULE 5**  
**INFORMATION CONCERNING THE CONDUCT OF**  
**PUBLIC AUCTIONS OF LAND**

**Meaning of Vendor**

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

**Bidding by Co-owners**

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

**Vendor bids**

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if—

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

**What rules and conditions apply to the auction?**

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

**Copies of the rules**

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

## Questions

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

## Forbidden activities at auctions

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.
- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

Substantial penalties apply to any person who does any of the things in this list.

## Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

## It is an offence to disrupt an auction?

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

## The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

## What law applies?

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the **Sale of Land Regulations 2005**. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

# **Vendor GST Withholding Notice**

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

To:

From: Mohammed Abdul Lateef, 3 Reserve Road, Hoppers Crossing VIC 3029

Property Address: 6 Bobbin Street, Fraser Rise VIC 3336

Lot: 115 Plan of subdivision: 836034V

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

Dated:

Signed for and on behalf of the Vendor:

## GUARANTEE and INDEMNITY

I,  
Of,

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

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

**IN WITNESS WHEREOF** the parties hereto have executed this Deed on the data first hereinbefore mentioned.

**SIGNED SEALED AND DELIVERED** by the

)

said.....

)

in the presence of:

)

.....  
Witness

**SIGNED SEALED AND DELIVERED** by the

)

said.....

)

in the presence of:

)

.....  
Witness


# 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	6 BOBBIN STREET, FRASER RISE VIC 3336
------	---------------------------------------

Vendor's name	Mohammed Abdul Lateef	Date
		/ /
Vendor's signature		15-09-2025
	<hr/>	

Purchaser's name		Date
		/ /
Purchaser's signature		
	<hr/>	
Purchaser's name		Date
		/ /
Purchaser's signature		
	<hr/>	



## 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

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

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:  
Not Applicable

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

### 3.4 Planning Scheme

## 4. NOTICES

### 4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

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")

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

Not Applicable

## 8. SERVICES

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

Electricity supply <input 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*.

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

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

Page 1 of 1

VOLUME 12495 FOLIO 681

Security no : 124128056095V  
Produced 12/09/2025 08:09 PM

### LAND DESCRIPTION

Lot 115 on Plan of Subdivision 836034V.  
PARENT TITLE Volume 09987 Folio 220  
Created by instrument PS836034V 15/08/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ABDUL LATEEF MOHAMMED of 3 RESERVE ROAD HOPPERS CROSSING VIC 3029  
AX201056F 29/08/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX201057D 29/08/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS836034V 15/08/2023

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  
AW666036Y 24/03/2023

### DIAGRAM LOCATION

SEE PS836034V FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 6 BOBBIN STREET FRASER RISE VIC 3336

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 29/08/2023

DOCUMENT END

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS836034V</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>12/09/2025 20:09</b>

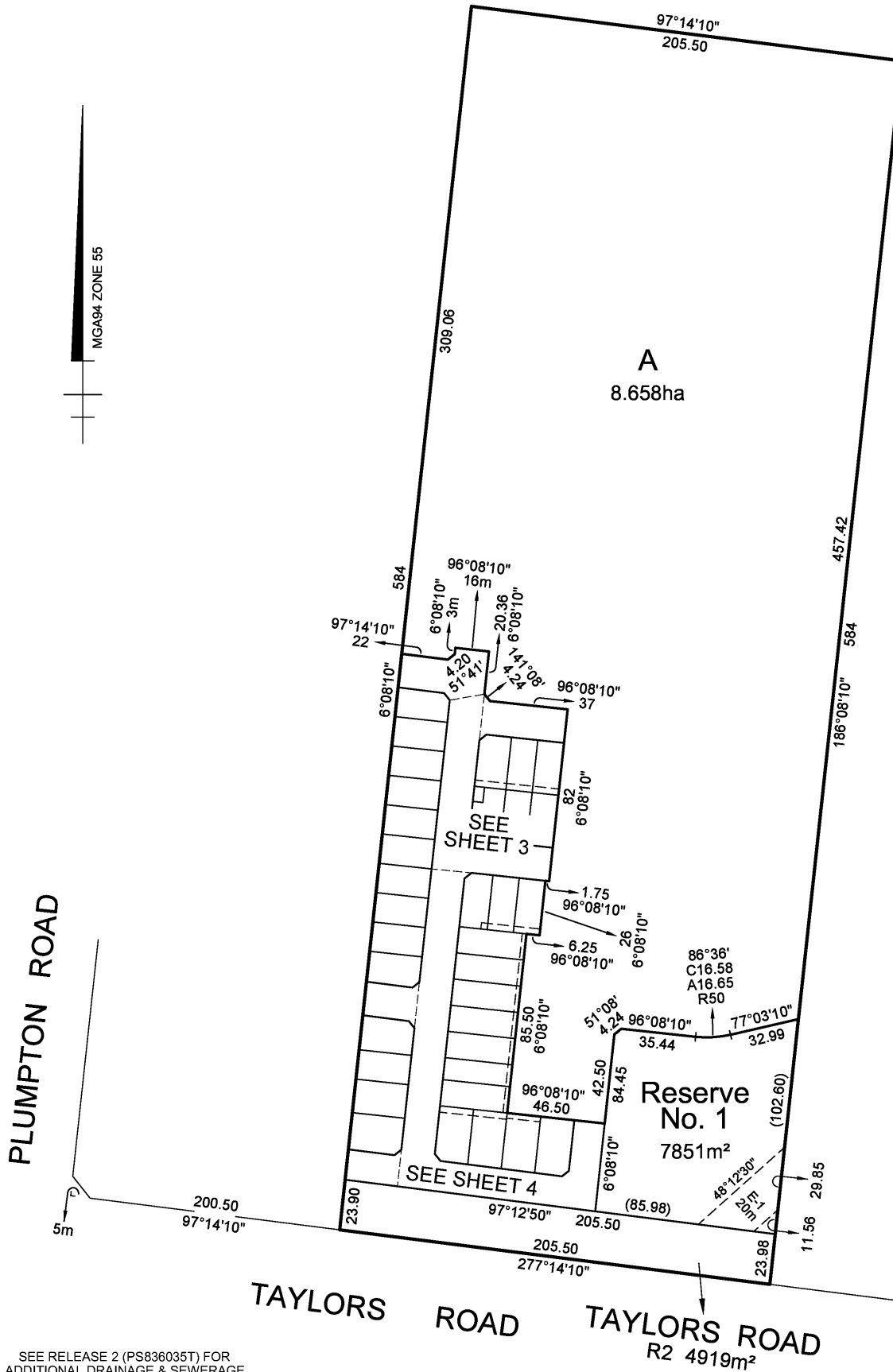
**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION			EDITION 1	PS836034V
<b>LOCATION OF LAND</b>  <b>PARISH:</b> MARIBYRNONG <b>TOWNSHIP:</b> <b>SECTION:</b> B <b>CROWN ALLOTMENT:</b> 4 (PART) <b>CROWN PORTION:</b> <b>TITLE REFERENCE:</b> Vol. 9987 Fol. 220  <b>LAST PLAN REFERENCE:</b> Lot 3 on LP219656R  <b>POSTAL ADDRESS:</b> 1200-1306 Taylors Road (at time of subdivision) FRASER RISE 3336  <b>MGA 94 CO-ORDINATES:</b> E: 296 900 ZONE: 55 (of approx centre of land in plan) N: 5823 250			Council Name: Melton City Council  Council Reference Number: Sub5529 Planning Permit Reference: PA2018/6330 SPEAR Reference Number: S149170T  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Karen Gaskett for Melton City Council on 09/12/2021  <b>Statement of Compliance</b> issued: 23/06/2023	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<b>OTHER PURPOSE OF PLAN</b> To Remove that part of easement E-1 created on LP219656R in so far as where it lies within Road R2 herein. <b>GROUND FOR REMOVAL:</b> By agreement between all interested parties pursuant to Section 6(1)(k)(iv) of the Subdivision Act 1988.  Lots 101 - 134 on this plan may be affected by one or more restrictions. Refer to Creation of Restriction A on Sheet 5 of this plan for details.   <b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958	
Road R1	Melton City Council			
Road R2	Head, Transport for Victoria			
Reserve No. 1	Melton City Council			
Reserve No. 2	Powercor Australia Ltd			
NOTATIONS				
DEPTH LIMITATION: 15.24 metres				
<b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. PA2018.6330  This survey has been connected to Permanent Mark No(s) PSM 31 & PSM 53 In Proclaimed Survey Area No. N/A				
<b>TAYLORS ESTATE - Release No. 1</b> Area of Release: 3.341ha No. of Lots: 34 Lots and Balance Lot A				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	20	LP219656R	Land in LP219656R
E-2	Drainage	2	This Plan	Melton City Council
E-3	Sewerage	See Diag.	This Plan	Greater Western Water Corporation
E-4	Drainage	3	This Plan	Melton City Council
	Sewerage			Greater Western Water Corporation
Reserve No. 1	Creation and maintenance of wetland, floodway and drainage as specified and set out in Memorandum of Common Provisions No. AA2741	See Diagram	This Plan	Melbourne Water Corporation
TAYLORS		<b>SURVEYORS FILE REF:</b> Ref. 21423-S1 Ver. 6  Digitally signed by: Mark James Sommerville, Licensed Surveyor, Surveyor's Plan Version (6), 11/11/2021, SPEAR Ref: S149170T		<b>ORIGINAL SHEET</b> SIZE: A3  <b>SHEET 1 OF 5</b>  <b>PLAN REGISTERED</b> TIME: 10:34 AM DATE: 15/08/2023 YL Assistant Registrar of Titles

PS836034V

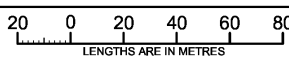


SEE RELEASE 2 (PS836035T) FOR  
ADDITIONAL DRAINAGE & SEWERAGE  
EASEMENTS REQUIRED TO SERVICE  
LOTS ON THIS PLAN.

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SCALE  
1:2000



Digitally signed by: Mark James Sommerville, Licensed  
Surveyor,  
Surveyor's Plan Version (6),  
11/11/2021, SPEAR Ref: S149170T

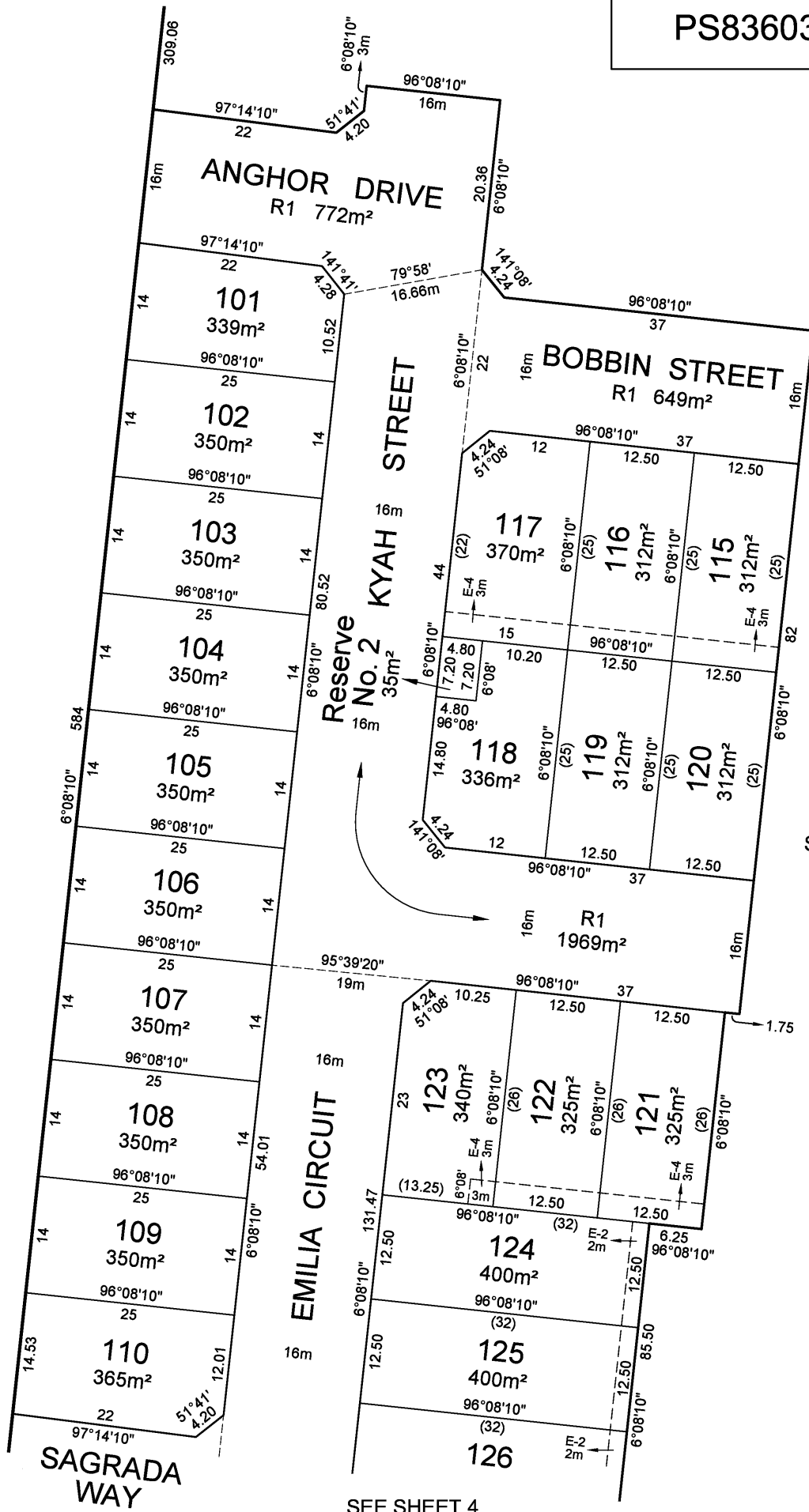
ORIGINAL SHEET  
SIZE: A3

Ref. 21423-S1  
Ver. 6

SHEET 2

Digitally signed by:  
Melton City Council,  
09/12/2021,  
SPEAR Ref: S149170T

PS836034V



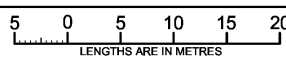
A  
SEE SHEET 2

SEE SHEET 4

**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

SCALE  
1:500



Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
Surveyor's Plan Version (6),  
11/11/2021, SPEAR Ref: S149170T

ORIGINAL SHEET  
SIZE: A3

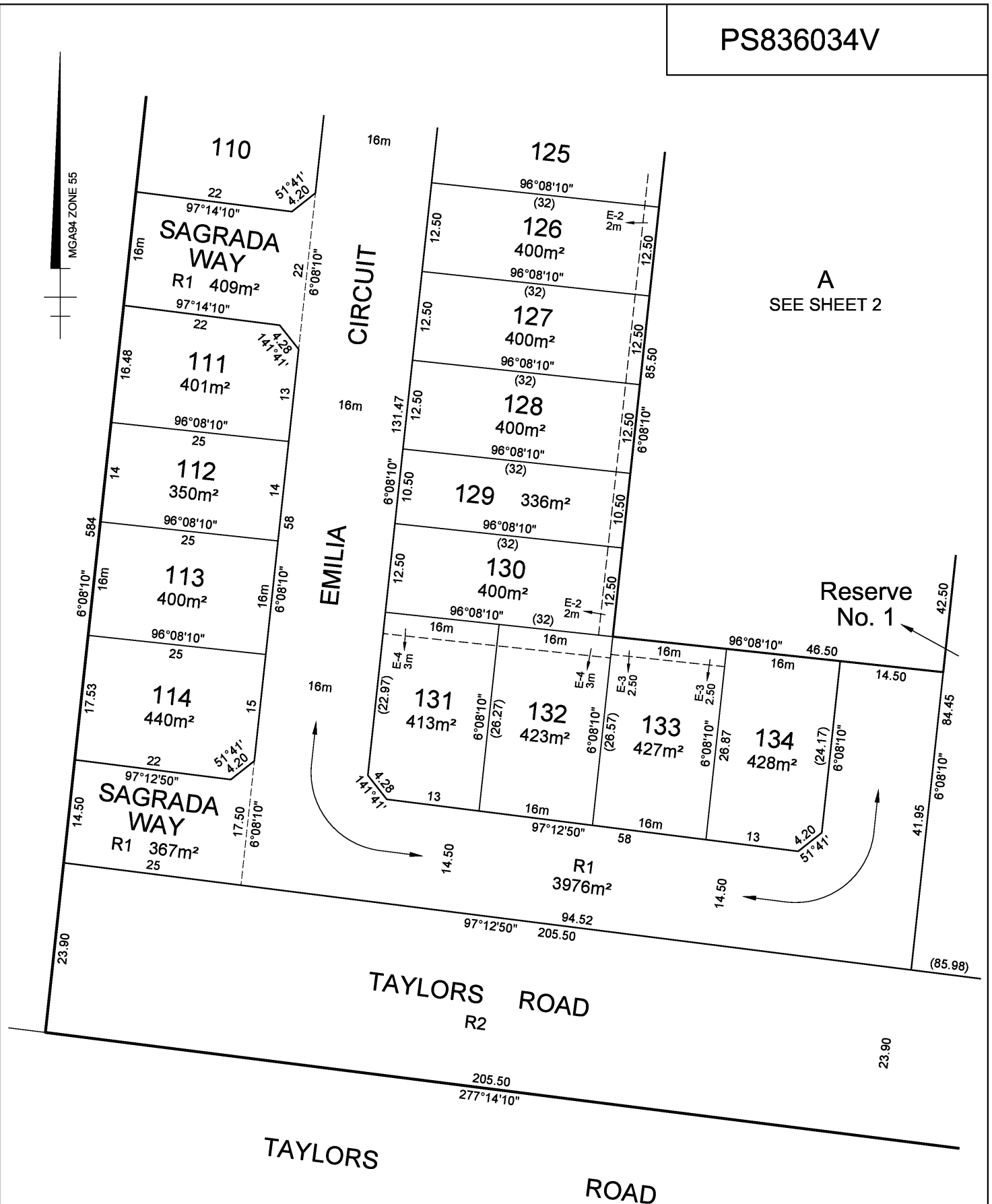
Ref. 21423-S1  
Ver. 6

SHEET 3

Digitally signed by:  
Melton City Council,  
09/12/2021,  
SPEAR Ref: S149170T



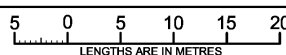
PS836034V



**TAYLORS**

Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

SCALE  
1:500



Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
Surveyor's Plan Version (6),  
11/11/2021, SPEAR Ref: S149170T

ORIGINAL SHEET  
SIZE: A3

Ref. 21423-S1  
Ver. 6

SHEET 4

Digitally signed by:  
Melton City Council,  
09/12/2021,  
SPEAR Ref: S149170T

PS836034V

**CREATION OF RESTRICTION A**

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.

BURDENED LAND: See Table 1

BENEFITED LAND: See Table 1

**RESTRICTION:**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

1. Construct or allow to be constructed or remain on the lot or any part of it any dwelling house or outbuilding without applicable plans and specifications first being submitted to and approved by the Taylors Estate Design Review Committee (DRC) and prepared in accordance with the Taylors Estate Design Guidelines as amended from time to time, and then only in compliance with any condition imposed by the Taylors Estate Design Review Committee (DRC) in respect of that approval.
2. Make an application or allow an application to be made to further subdivide the lot unless otherwise agreed in writing by the Taylors Estate Design Review Committee (DRC).

Expiry date: 31/12/2030

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
101	102
102	101, 103
103	102, 104
104	103, 105
105	104, 106
106	105, 107
107	106, 108
108	107, 109
109	108, 110
110	109
111	112
112	111, 113
113	112, 114
114	113
115	116, 120
116	115, 117, 119
117	116, 118

TABLE 1 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
118	117, 119
119	116, 118, 120
120	115, 119
121	122, 124
122	121, 123, 124
123	122, 124
124	121, 122, 123, 125
125	124, 126
126	125, 127
127	126, 128
128	127, 129
129	128, 130
130	129, 131, 132
131	130, 132
132	130, 131, 133
133	132, 134
134	133



Urban Development | Built Environments | Infrastructure  
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
Tel: 61 3 9501 2800 | Web: [taylorssds.com.au](http://taylorssds.com.au)

Digitally signed by: Mark James Sommerville, Licensed Surveyor,  
Surveyor's Plan Version (6),  
11/11/2021, SPEAR Ref: S149170T

ORIGINAL SHEET  
SIZE: A3

Ref. 21423-S1  
Ver. 6

SHEET 5

Digitally signed by:  
Melton City Council,  
09/12/2021,  
SPEAR Ref: S149170T



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 12/09/2025 08:14:27 PM

Status	Registered	Dealing Number	AW666036Y
Date and Time Lodged	24/03/2023 12:43:51 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22300028

## APPLICATION TO RECORD AN INSTRUMENT

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

### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9987/220

### Instrument and/or legislation

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

### Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON
State	VIC
Postcode	3337

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

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

---

### Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	24 MARCH 2023

---

### File Notes:

NIL

---

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

Statement End.

# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Instrument</b>
Document Identification	<b>AW666036Y</b>
Number of Pages (excluding this cover sheet)	<b>18</b>
Document Assembled	

**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



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

**MELTON CITY COUNCIL**  
Council

- and -

**LCY ONE ALLIANCE PTY LTD**  
**ACN 617 040 043**

in relation to land at:

**1200-1306 TAYLORS ROAD, FRASER RISE**

22300028

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

**PARTIES:**

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337  
(Council)
2. **LCY One Alliance Pty Ltd ACN 617 040 043** of GC & Associates Pty Ltd, Suite 8, Level 1, 387-389 Springvale Road, Springvale 3171  
(Owner)

**RECITALS:**

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the ICP apply to the Land.
- R.5. The ICP sets out the contribution required from individual land owners within the area covered by the ICP for the provision of:
  - a. works, services or facilities; and
  - b. land for public purposes.
- R.6. The ICP relevantly provides that:
  - a. where the Parcel Contribution Percentage of the land to be developed exceeds the ICP Land Contribution Percentage for the relevant class of development, the Owner is entitled to be paid the Land Credit Amount at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act; and
  - b. where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act.
- R.7. Council has issued the Permit for the Land. The Permit relevantly requires the:
  - a. payment of the Monetary Component in accordance with the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements; and
  - b. provision of the Land Component in accordance with the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
- R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
  - a. satisfy the requirements of the Permit;
  - b. set out the obligations of the Owner to pay the Monetary Component;

- 2 -

- c. document the arrangements for:
  - i. the payment of the Land Equalisation Amount to Council; and
  - ii. the vesting of Inner Public Purpose Land in Council,  
  
at the time agreed between the parties; and
- d. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

R.9. All Mortgagees or Caveators have consented to this Agreement.



## IT IS AGREED AS FOLLOWS:

### 1. DEFINITIONS

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Adjustment** or **Adjusted** has the meaning identified in the ICP.
- 1.3. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.4. **Caveator** means the caveator identified in Item 6 of Schedule 1.
- 1.5. **Council** means:
  - 1.5.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.5.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.5.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.7. **Current Address for Service**
  - 1.7.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
  - 1.7.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.8. **Current Email Address for Service**
  - 1.8.1. for the Council means [legalservices@melton.vic.gov.au](mailto:legalservices@melton.vic.gov.au), or any other email address listed on the website of the Council; and
  - 1.8.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.9. **Current Number for Service**

- 1.9.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and
- 1.9.2. for the Owner means any facsimile number provided by the Owner to the Council for the express purpose of facsimile communication regarding this Agreement.
- 1.10. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.
- 1.11. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.12. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.13. **GST** means the *New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 1.14. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999* (Cth).
- 1.15. **ICP** means the ICP identified in Item 3 of Schedule 1 which is incorporated into the Planning Scheme.
- 1.16. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.17. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- 1.18. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.19. **Land** means the land identified in Item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.20. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.21. **Land Credit Amount** means any land credit amount applicable to the Land, as adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.22. **Land Equalisation Amount** means any land equalisation amount applicable to the Land as adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.23. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.24. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.

- 1.25. **Mortgagee** means the mortgagee identified in Item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.26. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.27. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.
- 1.28. **party** or **parties** means the Owner and the Council under this Agreement as appropriate.
- 1.29. **Permit** means the planning permit identified in Item 4 of Schedule 1, which was issued by Council in its capacity as the responsible authority, as amended from time to time.
- 1.30. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.31. **PSP** means the document identified in Item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.32. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.33. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.34. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.35. **Schedule** means a schedule to this Agreement.
- 1.36. **Schedule of Contributions** means the schedule of contributions for the development allowed by the Permit, submitted to and approved by Council under the Permit.
- 1.37. **Schedule of Contributions for the Stage** means the schedule of contributions in respect of a stage submitted to and approved by Council under the Permit.
- 1.38. **Stage** is a reference to a stage of subdivision of the Land pursuant to the Permit, as shown on the Endorsed Plans.
- 1.39. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.40. **Tax Act** means the *Taxation Administration Act 1953* (Cth).
- 1.41. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay.

## 2. INTERPRETATION

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

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

### **3. MONETARY COMPONENT**

#### **3.1. Requirement to pay Monetary Component**

The Owner must pay the Monetary Component in accordance with the Permit.

#### **3.2. Timing for payment of Monetary Component**

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

### **4. LAND PROJECTS**

#### **4.1. Provision of Inner Public Purpose Land**

4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage in accordance with Schedule 3.

4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 4.1.1 Council may at its absolute discretion:

4.1.2.1. further extend the relevant timeframe in writing; or

4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has vested the relevant Inner Public Purpose Land in accordance with Schedule 3.

#### 4.2. **Condition of the land**

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

- 4.2.1. sown to grass (minimum 95% coverage without bare areas exceeding 1 square metre, with grass seed germinated and grass able to be mown); free from rock, debris and weeds; graded to gradients no steeper than 1:6; and freely draining, to the satisfaction of Council;
- 4.2.2. free of all encumbrances;
- 4.2.3. free from contamination;
- 4.2.4. have any liability for GAIC discharged prior to it being vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;
- 4.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged; and
- 4.2.6. connected to services, where applicable,

unless otherwise agreed to in writing by Council.

#### 4.3. **Survival of liability clause**

The Owner agrees that clause 4.2.4 survives the termination or ending of this Agreement.

#### 4.4. **No further compensation payable**

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

#### 4.5. **Payment of any Land Equalisation Amount**

The Owner must pay the Land Equalisation Amount for a Stage:

- 4.5.1. to the collecting agency;
- 4.5.2. prior to the issue of a Statement of Compliance for the relevant Stage; and
- 4.5.3. in accordance with Schedule 3, unless otherwise agreed by Council in writing.

### 5. **OWNER'S FURTHER COVENANTS**

The Owner warrants and covenants that:

- 5.1. It is the registered proprietor (or entitled to be so) of the Land;
- 5.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;

- 5.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 5.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 5.5. It will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
  - 5.5.1. negotiation, preparation, execution and recording of this Agreement;
  - 5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 5.5.3. the cancellation or alteration of this Agreement in the Register.
- 5.6. To the extent that the costs and expenses to be paid for by the Owner in accordance with clause 5.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 5.7. It will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 5.8. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## **6. ACKNOWLEDGEMENT BY THE PARTIES**

The Parties acknowledge and agree that:

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

## **7. FURTHER ASSURANCE**

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

## **8. AMENDMENT**

- 8.1. This Agreement may be amended only in accordance with the requirements of the Act.

- 8.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

## **9. NO WAIVER**

The Parties agree that:

- 9.1. No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
- 9.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
  - 9.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 9.2. Any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

## **10. NO FETTERING OF POWERS OF COUNCIL**

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

## **11. INTEREST ON OVERDUE MONEYS**

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

## **12. NOTICES**

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

- 12.1. Not later than seven business days after being deposited in the mail with postage prepaid;
- 12.2. When delivered by hand; or
- 12.3. If sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic).

## **13. COSTS ON DEFAULT**

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

#### **14. INVALIDITY OF ANY CLAUSE**

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

#### **15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

#### **16. JOINT OBLIGATIONS**

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

#### **17. ENTIRE AGREEMENT**

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

#### **18. GST**

The Parties agree that:

- 18.1. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- 18.2. A supply under this Agreement of:
  - 18.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
  - 18.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
    - 18.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
    - 18.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
    - 18.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or



- 18.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

- 18.3. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- 18.4. A Party is not obliged, under clause 18.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

19. **FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX**

- 19.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
- 19.2.2. where a clearance certificate is not provided in accordance with clause 19.2.1:
- 19.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
- 19.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
- 19.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 19.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

- 19.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

## **20. COUNTERPARTS**

- 20.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement.
- 20.2. Execution by either or both parties of a email copy of this Agreement, or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.
- 20.3. The parties acknowledge and agree that this Agreement may be executed electronically in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic).

## **21. COMMENCEMENT AND ENDING OF AGREEMENT**

- 21.1. This Agreement will commence:
- 21.1.1. on the date that it bears; or
  - 21.1.2. if it bears no date, on the date it is recorded in the Register.
- 21.2. This Agreement will end:
- 21.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
  - 21.2.2. in respect of all other land:
    - 21.2.2.1. once the Owner has completed, to the satisfaction of Council, all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
    - 21.2.2.2. by agreement between the Parties in accordance with Section 177(2) of the Act; or
    - 21.2.2.3. otherwise in accordance with the provisions of the Act.
- 21.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 21 days of a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

## EXECUTED BY THE PARTIES

### Signed sealed and delivered as a deed by the Parties

Date: 23/03/2023

**SIGNED** on behalf of **MELTON CITY COUNCIL** by **ROBERT BAGGIO, MANAGER PLANNING SERVICES** pursuant to an instrument of delegation authorised by a Council resolution dated 30 August 2021 in the presence of:



Signature of delegate



Witness

Brandon Zappia

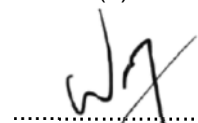
Print name

By witnessing this Agreement, the witness confirms that either:

this Agreement was signed physically in their presence; or

where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000 (Vic)* have been met.


**Executed** by **LCY ONE ALLIANCE PTY LTD**  
**ACN 617 040 043** in accordance with section  
127(1) of the *Corporations Act 2001*:



Signature of Director

KEE LOUNG WONG

Print full name



Signature of Director (or Company Secretary)

TOH SIN KIU

Print full name

## MORTGAGEE CONSENT

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

DATED: 6th March, 2023

Executed for and on behalf of **Westpac Banking Corporation**

I certify that the Attorney for the Bank, with Whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed in my presence.

Signed by ..... **Natalie Caruana** .....

as attorney for Westpac Banking Corporation  
ABN 33 007 457 141 under power of attorney,  
dated 17th January 2001, a certified copy of  
which is filed in the Permanent Order Book,  
No.277, Page 16


Signature of Witness.....



Name of Witness ..... **Brian Chen** .....

Address of Witness: 150 Collins Street,  
Melbourne.

Signature.



By executing this instrument the attorney states that the attorney has received no notice of the revocation of the the power of attorney

**Schedule 1**

<b>Item 1 – Land</b>	<b>Certificate of Title Volume 9987 Folio 220</b> <b>1200-1306 Taylors Road, Fraser Rise</b> <b>Lot 3 on Plan of Subdivision 219656R</b> <b>PSP Property 45</b>
<b>Item 2 – Precinct Structure Plan</b>	<b>Plumpton Precinct Structure Plan, December 2017 (Amended April 2019)</b>
<b>Item 3 –Infrastructure Contributions Plan</b>	<b>Plumpton &amp; Kororoit Infrastructure Contributions Plan, July 2018 (Amended October 2019)</b>
<b>Item 4 – Permit</b>	<b>PA2018/6330/2</b>
<b>Item 5 – Mortgagee &amp; Instrument/s of Mortgagee</b>	<b>Westpac Banking Corporation under Instrument of Mortgage AV032500V</b>
<b>Item 6 – Caveator &amp; Instrument of Caveat</b>	<b>N/A</b>

Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

*Not used*

AW666036Y

**Schedule 3**  
**LAND PROJECTS TABLE**

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council <sup>1</sup>
P-45	12.26%	7.72%	Under	NA	\$1,045,667.84

**Under provider**

Property	Stage	NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (hectares) (ICP Land Contribution Percentage x NDA)	Provided as per ICP (hectares)	Staged % of site	% of the Land Equalisation Amount payable for each stage <sup>2</sup>
P-45	1	2.064	12.26%	0.2530	0.3270 (RD-12)	20.70%	\$216,457.90
P-45	2	2.0730	12.26%	0.2541	-	20.79%	\$217,401.76
P-45	3	1.9510	12.26%	0.2392	-	19.57%	\$204,607.25
P-45	4	2.0626	12.26%	0.2529	0.5174 (LP-18)	20.69%	\$216,311.08
P-45	5	0.3251	12.26%	0.0399	-	3.26%	\$34,094.22
P-45	6	1.4951	12.26%	0.1833	-	14.99%	\$156,795.64
<b>Total</b>	-	<b>9.9708</b>	-	<b>1.2224</b>	<b>0.8444</b>	<b>100%</b>	<b>\$1,045,667.84</b>

<sup>1</sup> In July 2021 values, as Adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay

<sup>2</sup> In July 2021 values, as Adjusted from time to time, pursuant to the ICP and the relevant Schedule to the Infrastructure Contributions Overlay

Created at 12 September 2025 08:20 PM

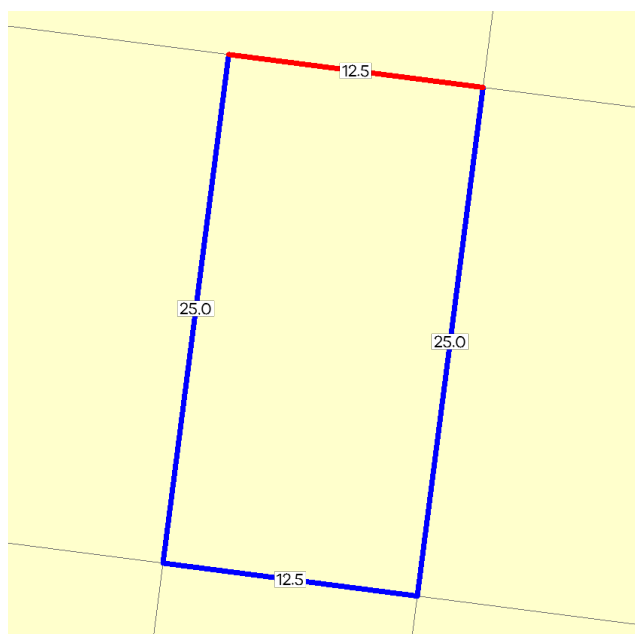
## PROPERTY DETAILS

Address: **6 BOBBIN STREET FRASER RISE 3336**  
Lot and Plan Number: **Lot 115 PS836034**  
Standard Parcel Identifier (SPI): **115\PS836034**  
Local Government Area (Council): **MELTON**  
Council Property Number: **1009299**  
Directory Reference: **Melway 355 G5**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 312 sq. m

**Perimeter:** 75 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SYDENHAM**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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



## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 12 September 2025 08:20 PM

PROPERTY DETAILS

Address: **6 BOBBIN STREET FRASER RISE 3336**

Lot and Plan Number: **Lot 115 PS836034**

Standard Parcel Identifier (SPI): **115\PS836034**

Local Government Area (Council): **MELTON**

Council Property Number: **1009299**

Planning Scheme: **Melton**

Directory Reference: **Melway 355 G5**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**

Legislative Assembly: **SYDENHAM**

OTHER

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

Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Note

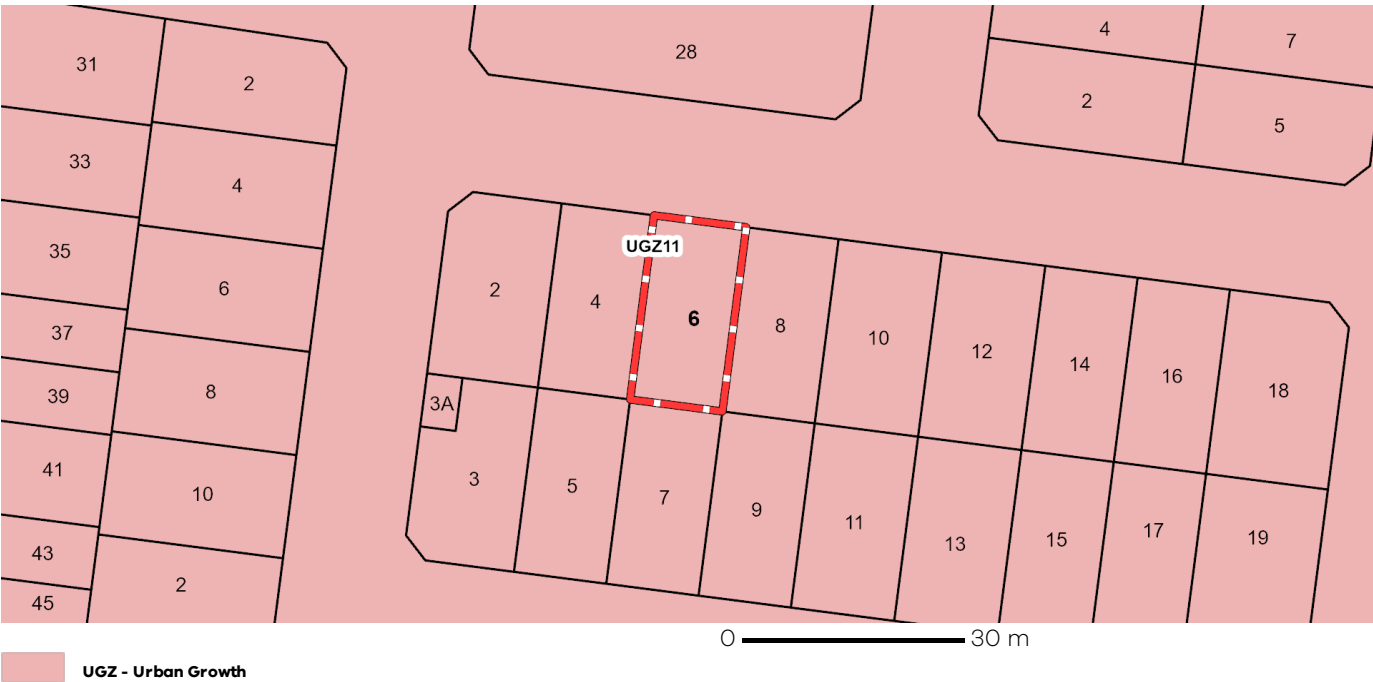
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 11 \(UGZ11\)](#)



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

Copyright © - State Government of Victoria

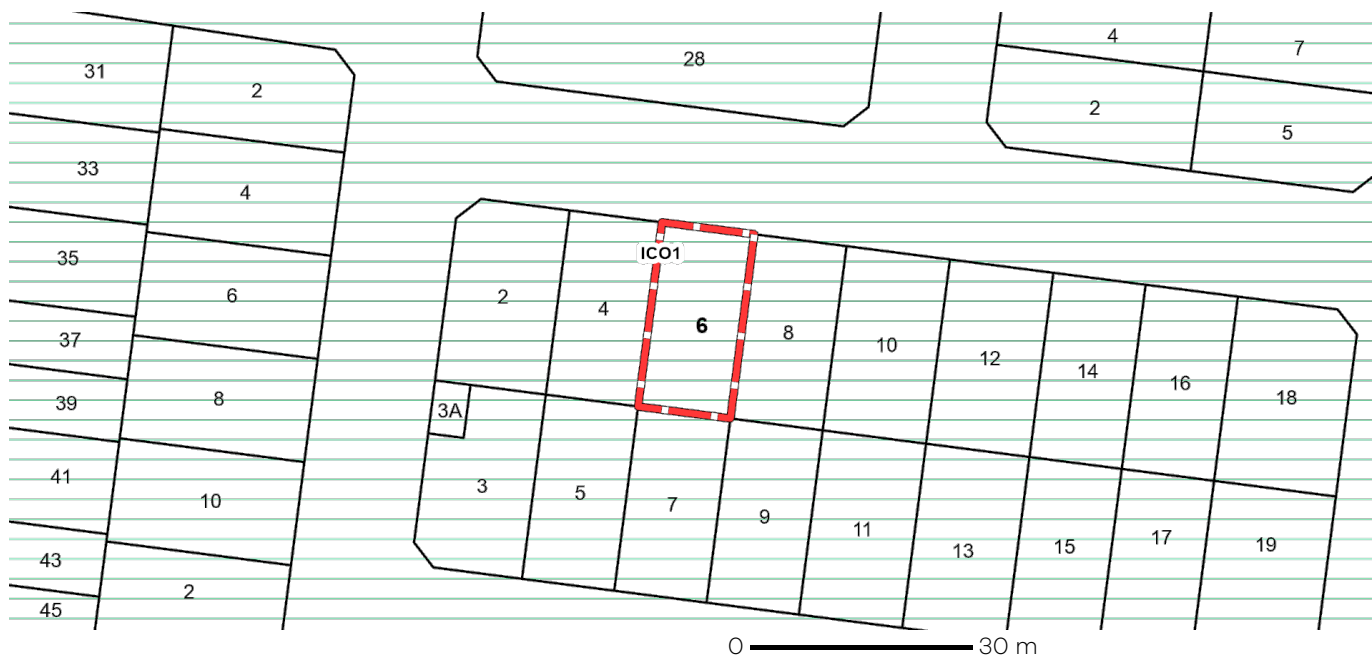
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlay

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

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



 **ICO - Infrastructure Contributions Overlay**

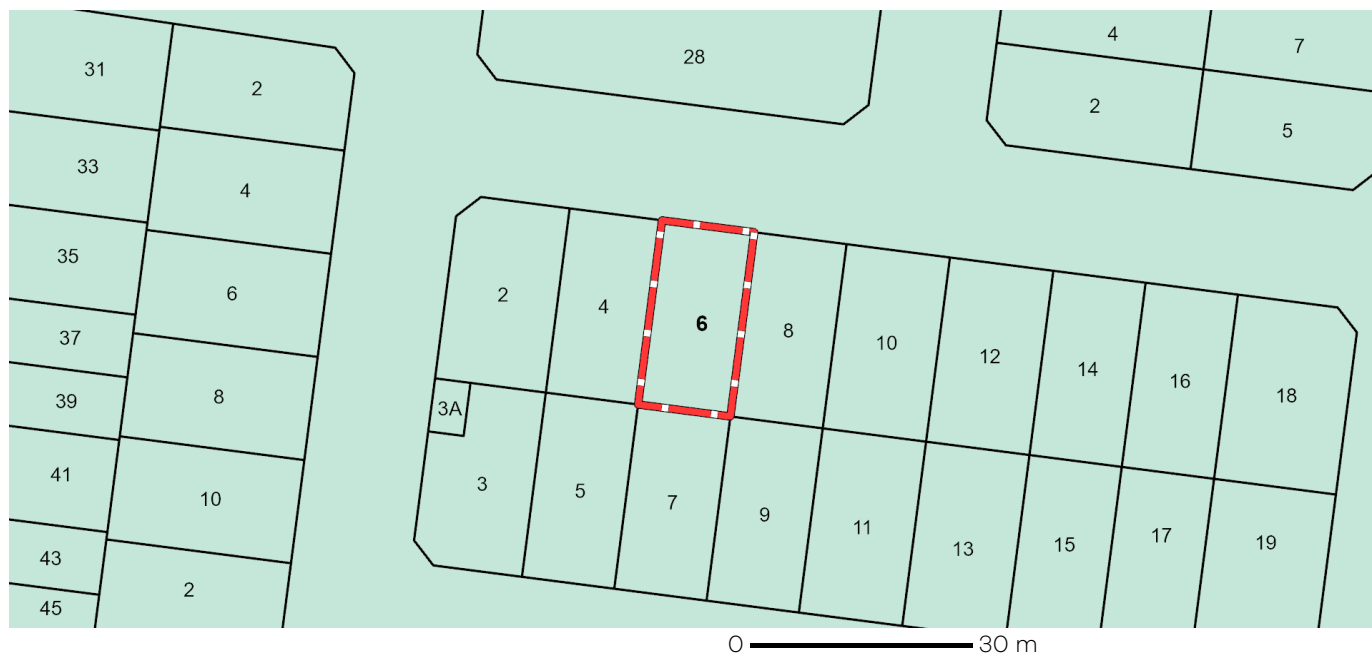
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## Growth Area Infrastructure Contribution

This property is in an area added to the Urban Growth Boundary after 2005.

It may be subject to the Growth Area Infrastructure Contribution.

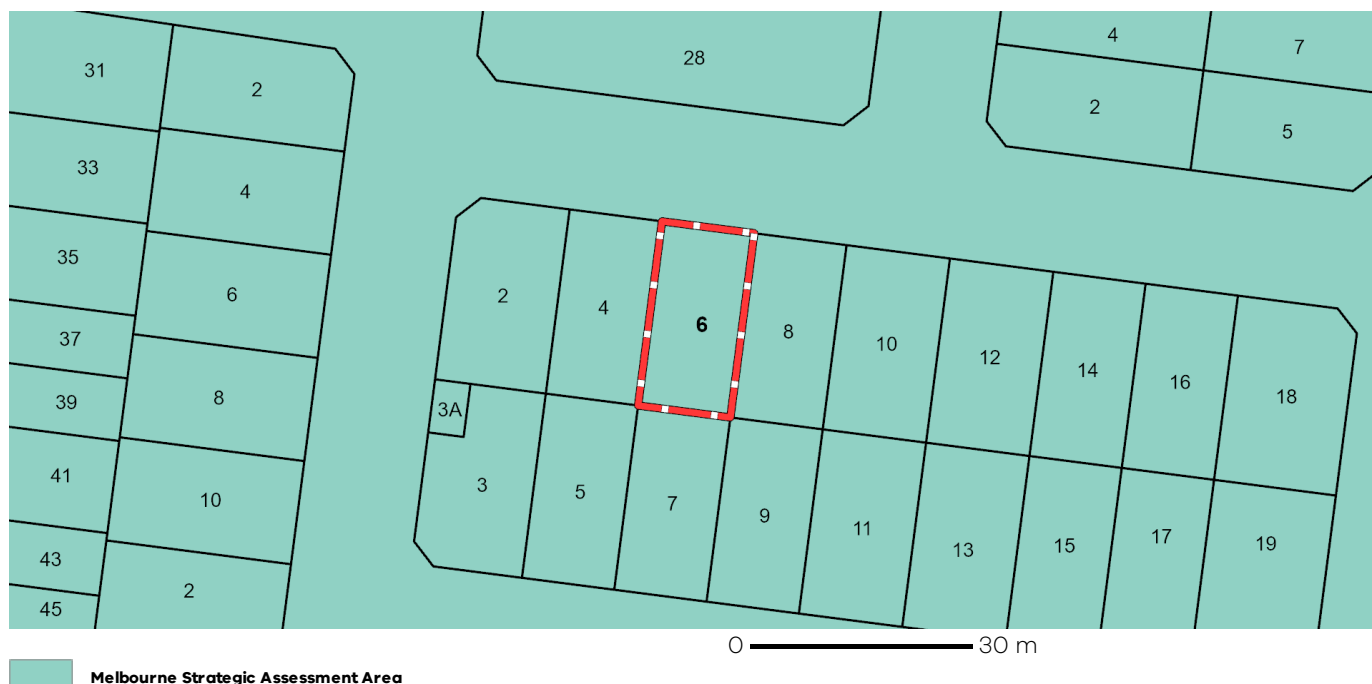
For more information about this contribution go to [Victorian Planning Authority](#)



 **Land added to the UGB since 2005**

## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



## Further Planning Information

Planning scheme data last updated on 28 August 2025.

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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://www.environment.vic.gov.au)



Get your bill  
delivered straight  
to your inbox

Go to [gww.com.au](http://gww.com.au) to  
switch to e-bills.



681921-001 004338(17437) D024

A MOHAMMED  
3 RESERVE RD  
HOPPERS CROSSING VIC 3029

**Account number**

**62204 90000**

**Tax Invoice** 622853432681

**Date of issue** 17 Mar 2025

**Service address**

6 Bobbin Street, Fraser Rise  
VIC, 3336

**Amount to pay**

**\$880.53**

Previous bill	\$662.43
Payments received	\$0.00
Balance	\$662.43
Current charges	\$218.10
<b>Total charges</b>	<b>\$880.53</b>

Please see page 2 for detailed information

**Pay by**

**23 Apr 2025**

Having trouble  
paying your bill?

Call us on **13 44 99** or visit  
[gww.com.au/accounts-billing](http://gww.com.au/accounts-billing)

## Payment options

Greater Western Water ABN 70 066 902 467



**Direct debit**

Set up direct debit  
at [gww.com.au](http://gww.com.au) or  
call **13 44 99**



**BPAY**

Biller code: **8789**  
Ref: **62204900000**  
Go to [bpay.com.au](http://bpay.com.au)

@ Registered to BPAY  
Pty Ltd

ABN 69 079 137 518



**Credit card**

Pay by credit card  
at [gww.com.au](http://gww.com.au) or  
call **13 44 99**



**Post Billpay**

**Australia Post**

Billpay code: **0362**  
Ref: **0622 0490 0003**

Pay at any post office,  
by phone **13 18 16**, at  
[postbillpay.com.au](http://postbillpay.com.au), or  
via AusPost app

**Centrepay**

Make regular deductions  
from your Centrelink  
payments.  
Call **13 44 99** or visit  
[centrelink.gov.au](http://centrelink.gov.au)  
Greater Western Water  
reference: **555-054-071-L**  
Your account number:  
**62204 90000**



\*362 062204900003





- Water Potable
- Water Recycled
- Water Raw
- Water Service Potable
- Water Service Recycled
- Sewer
- Sewer Service
- 10.25 Sewer Invert Level
- - - Abandoned Pipes
- Surface Fitting/Manhole
- <1.2> Estimated Offset

Due to the placement of Potable and Recycled pipes in the same trench, it may be difficult to distinguish the two asset types where they have been superimposed on the plans.

**PLANS MUST BE PRINTED IN COLOUR**



Scale: 1:1000  
Expires: 10 Oct 2025

**DISCLAIMER:** Greater Western Water and PelicanCorp do not guarantee or make any representation as to the accuracy of the information in this plan response which is provided in good faith as the best information available at the time. Greater Western Water and PelicanCorp do not accept any liability for any loss, damage, injury, cost or expense arising from the use of or reliance on this plan response or the information contained in it.

# Supplementary Valuation Notice

2023/2024

T: (03) 9747 7200  
W: melton.vic.gov.au  
E: revenue@melton.vic.gov.au  
A.B.N 22 862 073 889



Date of Issue: 24/10/23



A L Mohammed  
3 Reserve Road  
HOPPERS CROSSING VIC 3029



024  
1000265  
R1\_1071

Arrears will be  
charged interest at  
10% P.A.

Arrears Amount

Pay this amount

\$360.60

Assessment Number

1009299

Due

Not later than

30/11/2023

Property Location 6 Bobbin Street FRASER RISE VIC 3336

Description LOT 115 PS 836034V V/F 12495/681

Ward

CAMBRIDGE

Capital Improved Value

\$350,000

Site Value

\$350,000

Net Annual Value

\$17,500

PRESCRIBED DATE OF VALUATION:

01/01/2023

EFFECTIVE DATE OF VALUATION:

1/10/2023

If you have a current payment arrangement or direct debit, continue with your payments as agreed.  
Retain this notice for your records, additional copies will incur a fee.

Vacant Land  
Municipal Charge

\$0.00326840  
\$160.00

\$856.39  
\$119.78

Fire Services Property Levy  
Residential FSPL Fixed Charge  
Residential FSPL Variable Charge

\$125.00  
\$0.00004600

\$93.58  
\$12.05

1st Instalment 30/09/2023

2nd Instalment 30/11/2023

\$360.60

3rd Instalment 28/02/2024

\$360.60

4th Instalment 31/05/2024

\$360.60

Total Balance

\$1,081.80

The Fire Services Property Levy sum of \$105.63 is collected for the State Government.  
It does not form part of Council revenue

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment  
Reference No.  
001010092995



Bill Code: 1123



melton.vic.gov.au



1300 067 479



\*330 001010092995

Amount Payable

\$360.60

ASSESSMENT NUMBER 1009299

RATE PAYER

A L Mohammed

PROPERTY LOCATION

6 Bobbin Street FRASER RISE VIC 3336



# MELTON CITY COUNCIL

## IMPORTANT INFORMATION REGARDING RATES AND CHARGES

### Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

### Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

### All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

### Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

### Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Fire Services Property Levy.

### Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

### Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

(i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;

(ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

**NOTE:** Lodging an appeal or objection does not prevent recovery of rates, charges and fire services levy. Interest will still be charged on overdue amounts.

### Fire services property levy

The owner(s) of rateable land under the Fire Services property Levy Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Fire Services Levy can also apply for a waiver or deferral. Further information is available at [firelevy.vic.gov.au](http://firelevy.vic.gov.au)

### Are you a pensioner?

Council offers rates assistance for pensioners of \$85.00 in addition to a \$253.20 (maximum) State Government rebate and \$50.00 fixed rebate for the Fire Services Property Levy. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

### Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

### Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Fire Service Levies or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.








General Rate	0.0021789	
Vacant Land	0.0032684	
Extractive Industry Land	0.0062752	
Commercial/Industrial Developed Land	0.0034862	
Commercial/Industrial Vacant Land	0.0043578	
Retirement Village Land	0.0018521	
Rural Living Land	0.0019610	
Rural Land	0.0015688	
Urban Growth Land	0.0016342	

### Rate cap

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

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

## PAYMENT METHODS

 INTERNET	 BY PHONE	 IN PERSON	 BY MAIL
To make payments using your MasterCard or Visa, please visit <a href="http://melton.vic.gov.au/onlinepayments">melton.vic.gov.au/onlinepayments</a>	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	<b>Australia Post</b> Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice) <b>Melton Civic Centre</b> 232 High Street, Melton 3337 <b>Melton Library &amp; Learning Hub</b> 31 McKenzie Street Melton 3337	Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337.  If mailing please allow sufficient time as Council is not responsible for any postal delays
 iBPAY	 DIRECT DEBIT		 CENTREPAY
Contact your bank to make payment directly from your account. (Minimum \$25) More info <a href="http://bpay.com.au">bpay.com.au</a> Biller code: 1123	Payments can be deducted from your Cheque/Savings/Credit account using one of the following options: Four instalments, monthly or twice a month. To setup please visit <a href="http://melton.vic.gov.au/rates">melton.vic.gov.au/rates</a> To discuss the amount to pay for monthly and twice monthly payments, contact Council.	<b>Caroline Springs Civic Centre/Library</b> 193-201 Caroline Springs Boulevard Caroline Springs 3023  Payments can be made by cash, cheque, debit cards, MasterCard or Visa  Refer to our website for hours	To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council



## CERTIFICATE OF COMPLETION

Date Generated: 15/09/2025 04:47:06 PM (AEST)

### Document Details

**Subject:** Vendor Statement - 6 Bobbin Street, FRASER RISE, VIC, 3336

**Document Pages:** 73

**Certificate Pages:** 1

**Status:** Signed

**Exchanged by:** Not Applicable

**Exchange Date:** Not Applicable

**No. of Signatures:** 1

### Signature Logs

**Signer:** Abdul Lateef Mohammed

**Email Address:** reachabdulmohammed@gmail.com

**Status:** Signed

**IP Address:** 49.185.29.177

**Supervised By:**

**Email Sent Date:** 15/09/2025 01:20:19 PM (AEST)

**Signed Date:** 15/09/2025 04:47:02 PM (AEST)

**Signature:** 

---

**Signer:**

**Email Address:**

**Status:**

**IP Address:**

**Supervised By:**

**Email Sent Date:**

**Signed Date:**

**Signature:**

---

**Signer:**

**Email Address:**

**Status:**

**IP Address:**

**Supervised By:**

**Email Sent Date:**

**Signed Date:**

**Signature:**