

# Contract of Sale of Land

Property:

**27 BRONZE STREET TARNEIT VIC 3029**

**Bengal Solicitors**

Level 3

480 Collins Street

MELBOURNE VIC 3000

Tel: 0430 593 124

Fax: 03 9424 5705

Ref: RR:

# 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:** MD IKRAMUL ISLAM and NOWSHIN KABIR NOVA

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

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

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# Particulars of Sale

## Vendor's estate agent

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

## Vendor

Name: MD IKRAMUL ISLAM and NOWSHIN KABIR NOVA  
Address: 27 BRONZE STREET TARNEIT VIC 3029  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Vendor's legal practitioner or conveyancer

Name: Bengal Solicitors  
Address: Level 3, 480 Collins Street, Melbourne VIC 3000  
Email: contact@bengalsolicitors.com.au  
Tel: 0430 593 124 Mob: \_\_\_\_\_ Fax: 03 9424 5705 Ref: Rajot Roy

## Purchaser's estate agent

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

## Purchaser

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
ABN/ACN: \_\_\_\_\_  
Email: \_\_\_\_\_

## Purchaser's legal practitioner or conveyancer

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

## Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12166 Folio 195	307	PS 803041K

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: 27 BRONZE STREET TARNEIT VIC 3029

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

**Payment**

Price \$ 0.00  
Deposit \$ 0.00 by (of which has been paid)  
Balance \$ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_

Loan amount: no more than \_\_\_\_\_

Approval  
date: \_\_\_\_\_

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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

# 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 in the header 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 the holder of an unencumbered estate in free 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.
- 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:
- 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
  - 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:
- 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;
  - 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
  - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
  - 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:
- settlement is conducted through an electronic lodgement network; and
  - 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:
- so agreed by the vendor in writing; and
  - 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:
- immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - 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:
- decide if an amount is required to be paid or the quantum of it, or
  - 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:
- 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
  - 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:
- 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
  - 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

BENGAL SOLICITORS

### 33 INTEREST

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

### 34 DEFAULT NOTICE

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

### 35 DEFAULT NOT REMEDIED

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

## **SPECIAL CONDITIONS**

### **1. Whole Agreement**

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

### **2. Representation and Warranty as to Building**

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

### **3. Planning**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

### **4. Director's Guarantee and Warranty**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

### **5. Foreign Acquisition**

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

### **6. Foreign resident capital gains withholding**

- 6.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 6.2 Every vendor under this contract is a foreign resident for the purposes of this special 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.
- 6.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because

one or more of the vendors is a foreign resident, the property has or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

- 6.4 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.
- 6.5 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 special condition; and
  - (b) ensure that the representative does so.
- 6.6 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 special condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 6.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 6.8 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.
- 6.9 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 of *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.
- 6.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

## **7. Electronic Conveyancing**

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* if the box on the 'Particulars' page is marked "EC".

- 7.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 7.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 7.3 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*
  - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*
- 7.4 The vendor must open the Electronic Workspace (“workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction’s legislation.
- 7.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 7.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
  - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 7.7 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 locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 7.8 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.
- 7.9 The vendor must:
- (a) before settlement deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
  - (d) direct the vendor’s subscriber to give (or, if there is no vendor’s subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser’s nominee on notification of settlement by the Electronic Network Operator.



## 8. GST Withholding

- 8.1 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 special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 8.2 This special condition applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 8.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 8.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
  - (b) ensure that the representative does so.
- 8.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special 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 special condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 8.6 The representative is taken to have complied with the requirements of special condition 8.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 8.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and

- (b) the settlement is not conducted through an electronic settlement system described in special condition 8.6.  
However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

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

- (a) decide if an amount is required to be paid or the quantum of it, or

- (b) comply with the purchaser's obligation to pay the amount,

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

8.10 The vendor warrants that:

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

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

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

8.12 This special condition will not merge on settlement.

**9. Auction**

In the event 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 as set out in the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

**10. Rescheduling and Fee**

If settlement does not occur on the due date by reason of request by or fault of the purchaser or their mortgagee, and is therefore in default, the purchaser agrees to pay a rescheduling fee of \$220.00 at settlement for each rescheduled settlement.

**11. Swimming Pool/Spa**

In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by the signing of this Contract that the swimming pool/spa located on the property may not have fencing or security that complies with all current legislative requirements. The purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this Contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement nor seek any compensation from the Vendor for any non-compliance.

**12. Land Tax**

Land Tax is non-adjustable however any amount of Land Tax owing is payable entirely by the Vendor at settlement.

## GUARANTEE and INDEMNITY

I/We, ..... of .....

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

being the **Sole Director / Directors** of ..... ACN .....  
(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 set their hands and seals

this ..... day of ..... J ..... 20..

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

)  
)  
)  
)  
)  
)  
)

Director (Sign)

SIGNED SEALED AND DELIVERED by the said

Print Name.....

in the presence of:

Witness.....

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)

Director (Sign)

# Vendor GST Withholding Notice

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

To: Purchasers

From: MD IKRAMUL ISLAM and NOWSHIN KABIR NOVA, 27 BRONZE STREET TARNEIT VIC 3029

Property Address: 27 BRONZE STREET TARNEIT VIC 3029

Lot: 307 Plan of subdivision: 803041K

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: 14 July 2025

Signed for and on behalf of the Vendor: *Bengal Solicitors*

# 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	27 BRONZE STREET TARNEIT VIC 3029
------	-----------------------------------

Vendor's name	MD IKRAMUL ISLAM	Date	/ /
Vendor's signature	<div></div>		
Vendor's name	NOWSHIN KABIR NOVA	Date	/ /
Vendor's signature	<div></div>		

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

## 1. FINANCIAL MATTERS

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

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

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

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

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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## 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 12166 FOLIO 195

Security no : 124126178111H  
Produced 14/07/2025 11:29 AM

### LAND DESCRIPTION

Lot 307 on Plan of Subdivision 803041K.  
PARENT TITLE Volume 12166 Folio 143  
Created by instrument PS803041K 20/11/2019

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
MD IKRAMUL ISLAM  
NOWSHIN KABIR NOVA both of 27 BRONZE STREET TARNEIT VIC 3029  
AX351049M 13/10/2023

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX351050D 13/10/2023  
NATIONAL AUSTRALIA BANK LTD

COVENANT PS803041K 20/11/2019

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AS230106W 05/06/2019

### DIAGRAM LOCATION

SEE PS803041K 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: 27 BRONZE STREET TARNEIT VIC 3029

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 13/10/2023

DOCUMENT END

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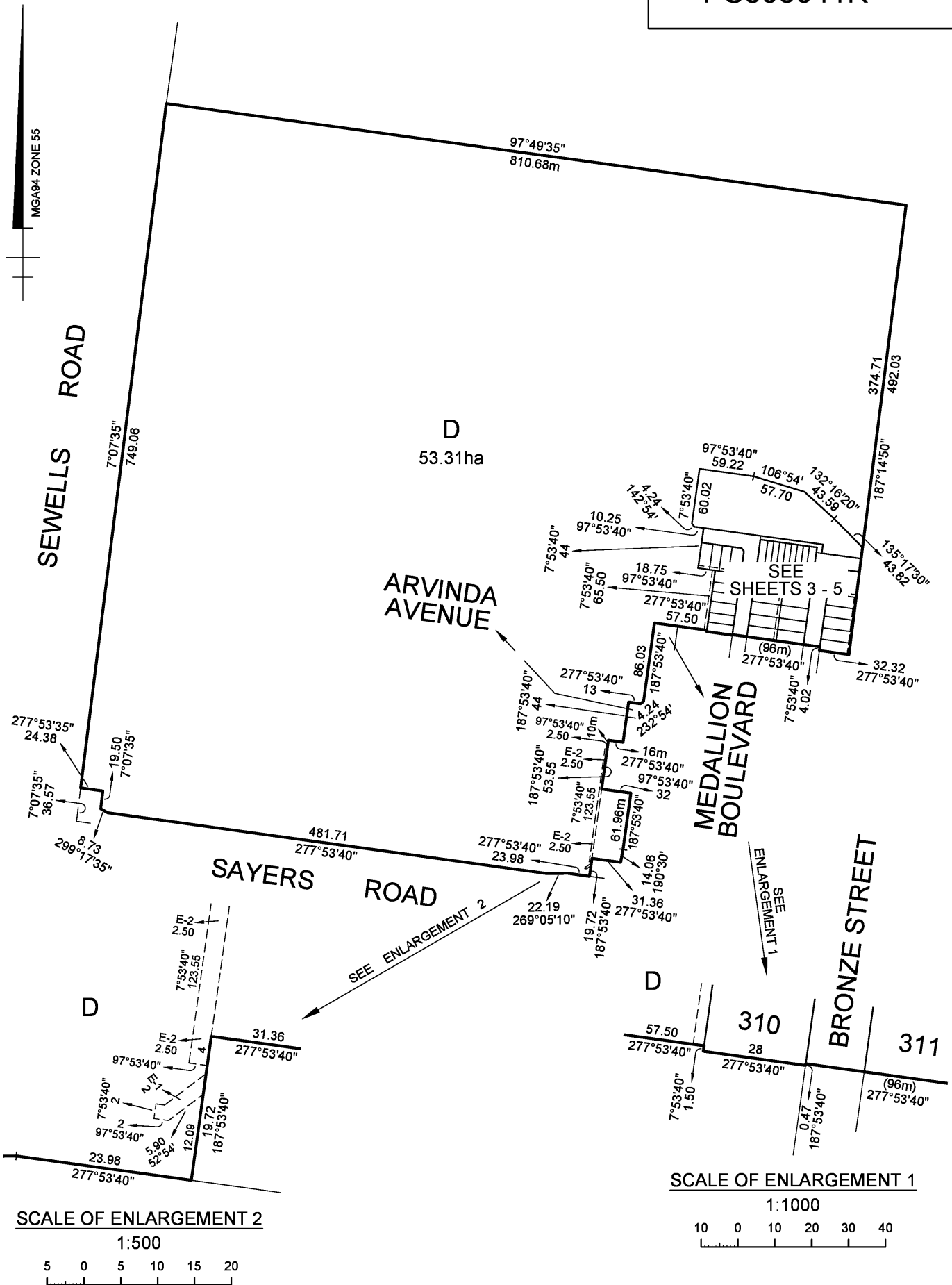
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PS803041K



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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168  
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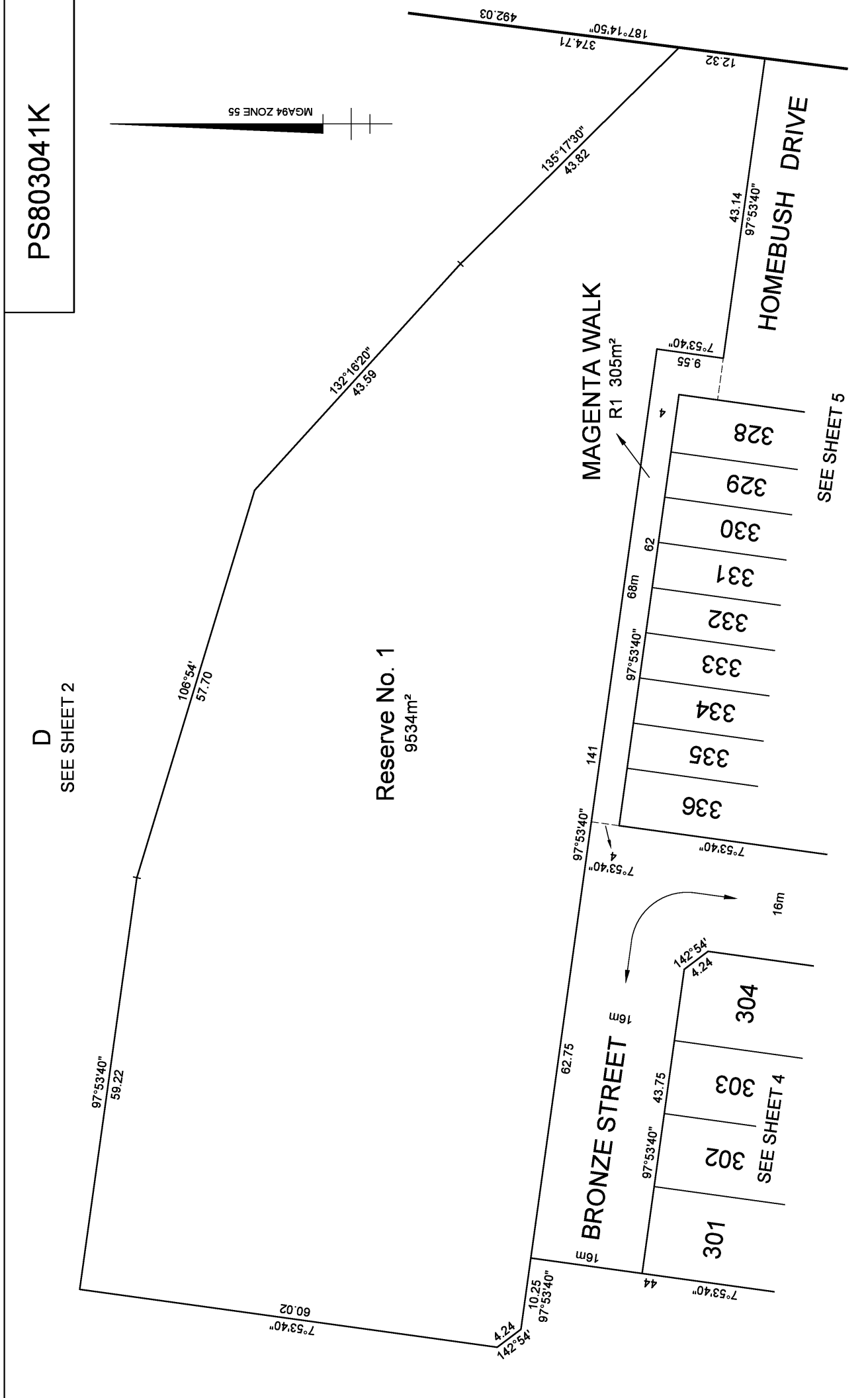
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Surveyor's Plan Version (10),  
01/11/2017, SPEAR Ref: S094111J

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SIZE: A3

Ref. 02230-S3  
Ver. 10

SHEET 2

Digitally signed by:  
Wyndham City Council,  
27/02/2018,  
SPEAR Ref: S094111J



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PS803041K

Reserve No. 1  
SEE SHEET 3

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SEE SHEET 5

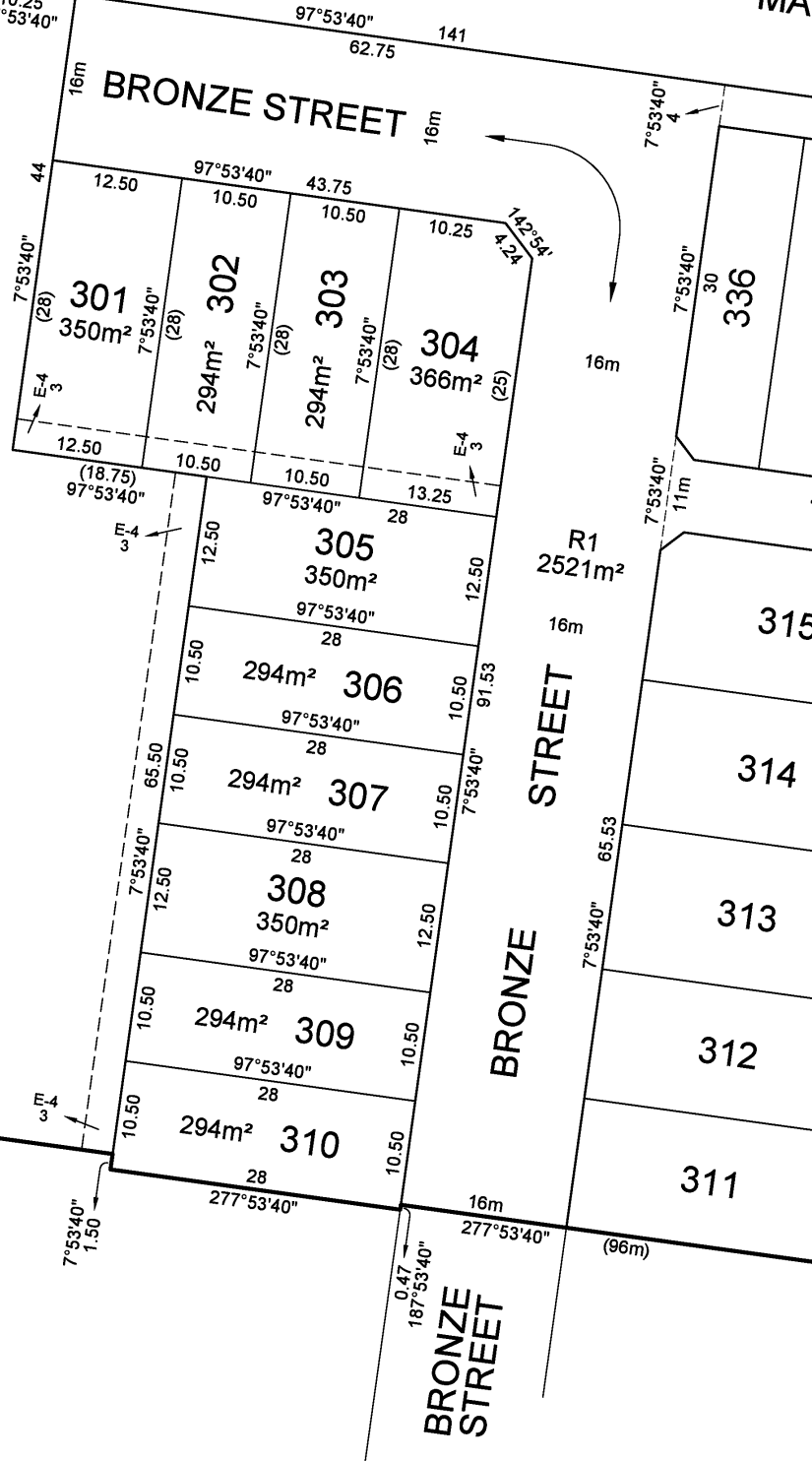
MAGENTA WALK

TAFFY LANE

BRONZE STREET

BRONZE STREET

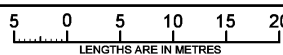
BRONZE STREET



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Surveyor's Plan Version (10),  
01/11/2017, SPEAR Ref: S094111J

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SIZE: A3

Ref. 02230-S3  
Ver. 10

SHEET 4

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Wyndham City Council,  
27/02/2018,  
SPEAR Ref: S094111J

PS803041K

D  
SEE SHEET 2

Reserve No. 1  
SEE SHEET 3

## MAGENTA WALK

R1 305m<sup>2</sup>

SEE SHEET 4  
BRONZE STREET

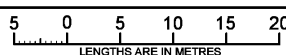
BRONZE  
STREET

HOMEBUSH  
DRIVE

# DRIVE

**HOMEBUSH**

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1:500



ORIGINAL SHEET  
SIZE: A3

Ref. 02230-S3  
Ver. 10

SHEET 5

TAYLORS

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

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Surveyor,  
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01/11/2017, SPEAR Ref: S094111J

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Wyndham City Council,  
27/02/2018,  
SPEAR Ref: S094111J

PS803041K

**CREATION OF RESTRICTION 'A'**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 1  
LAND TO BENEFIT: See Table 1

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
301	302
304	303,305
308	307,309
311	312,320
312	311,313,319
313	312,314,318
314	313,315,317
315	314,316
316	315,317
318	313,317,319
319	312,317,319
320	311,319
321	322
322	321,323
323	322,324
324	323,325
325	324,326,327
326	325,327
327	325,326

**DESCRIPTION OF RESTRICTION**

Except with the written consent of New Sky Management Pty Ltd, or the New Sky Design Review Committee, the registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not:

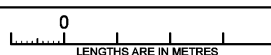
1. Construct or allow to be constructed or remain on the lot or any part of it, any dwelling house or garage outside the building envelope shown hatched in the schedule on sheet 9 of this plan, (excluding allowable projecting building elements that project outside the building envelope as contained in Part 4 Regulation 409(3), 414(3) & 414(4) of the Building Regulations 2006).
2. Construct any verandahs, porches, porticos and balconies less than 3.6 metres in height and any eaves, gutters and fascias, which encroach more than 2.5 metres into frontage setback
3. Construct a double storey dwelling house with habitable room windows within 3.5 metres from a side boundary or 5.5 metres from a rear boundary unless such windows are screened to 1.7 metres above floor level to prevent overlooking.
4. Construct any dwelling house or garage on a side boundary of a lot unless the dwelling house or garage is set back a minimum of 1 metre from the other side boundary of that lot.
5. Construct a garage on the lot which is set back less than 5 metres from the front boundary of the lot.
6. Allow a garden shed to encroach into the rear setback of the lot by more than 10 square metres.
7. Construct a dwelling house or garage on the lot which, notwithstanding the extent of the building envelope, fails to otherwise meet the requirements of Part 4 of the Building Regulations 2006.

This Restriction expires 10 years after the registration of this plan.



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Ver. 10

SHEET 6

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**CREATION OF RESTRICTION 'B'**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 301 to 336 on this plan  
LAND TO BENEFIT: Lots 301 to 336 on this plan

**DESCRIPTION OF RESTRICTION**

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

1. At any time erect, construct, build or permit to be erected, constructed or built on the lot, any building other than one private dwelling house with usual outbuildings without prior consent obtained in writing from New Sky Management Pty Ltd and further development approval obtained from Wyndham City Council.
2. Build, erect or allow to be built, erected 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 New Sky Management Pty Ltd, or the New Sky Design Review Committee and prepared in accordance with the Grand Central Tarneit Design Guidelines and then only in compliance with any condition imposed by New Sky Management Pty Ltd in respect of that approval.

This Restriction expires 10 years after the registration of the plan.

**CREATION OF RESTRICTION 'C'**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: Lots 301 to 336 on this plan  
LAND TO BENEFIT: Lots 301 to 336 on this plan

**DESCRIPTION OF RESTRICTION**

The registered proprietor or proprietors for the time being of any burdened lot to which this restriction applies must not build or permit to be built a dwelling or commercial building unless the building incorporates dual plumbing for recycled water supply for toilet flushing and garden watering use if it becomes available.

This restriction shall cease to apply to any building on the lot after the issue of a certificate of occupancy for the whole of a dwelling on the lot.

**CREATION OF RESTRICTION 'D'**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 2 below  
LAND TO BENEFIT: See Table 2 below

**DESCRIPTION OF RESTRICTION**

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

Build or permit to be built or remain on the lot or any part of it any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code Type A incorporated in to the Wyndham Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.

This restriction expires 10 years after registration of the plan.

TABLE 2

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
302	301,303,305
303	302,304,305
306	305,307

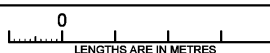
TABLE 2 continued

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
307	306,308
309	308,310
310	309



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SHEET 7

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**CREATION OF RESTRICTION 'E'**

Upon registration of this plan the following restriction is created.

LAND TO BE BURDENED: See Table 3 below  
 LAND TO BENEFIT: See Table 3 below

**DESCRIPTION OF RESTRICTION**

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

Build or permit to be built or remain on the lot or any part of it any dwelling house or garage other than a dwelling house or garage which has been built in accordance with the Small Lot Housing Code Type B incorporated in to the Wyndham Planning Scheme unless a planning permit is granted by the responsible authority for a dwelling house or garage that does not conform with the Small Lot Housing Code.

This restriction expires 10 years after registration of the plan.

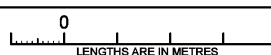
TABLE 3

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
328	329
329	328,330
330	329,331
331	330,332
332	331,333
333	332,334
334	333,335
335	334,336
336	335



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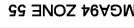
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 Ver. 10

SHEET 8

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**\* DENOTES LOT SUBJECT TO  
SMALL LOT HOUSING CODE**



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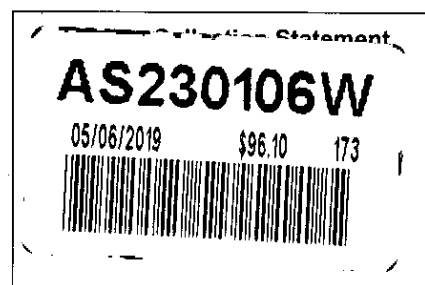
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**Application by a responsible authority for the  
making of a recording of an agreement  
Section 181 Planning and Environment Act 1987**



**Lodged by:**

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: COLLINS SQUARE, TOWER TWO, LEVEL 25, 727 COLLINS STREET MELBOURNE  
VIC 3008  
Ref: TGM:7256419  
Customer Code: 1167E

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

Land: (volume and folio)

VOLUME 9509 FOLIO 864

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

WYNDHAM CITY COUNCIL OF 45 PRINCES HIGHWAY, WERRIBEE, VICTORIA

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application

Signing:

35271702A

181PEA

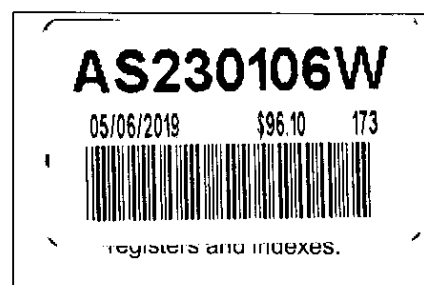
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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us  
[7256419: 24239221\_1]



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



**Certifications**

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

Executed on behalf of: WYNDHAM CITY COUNCIL

Signer Name: TERRY MONTEBELLO

Signer Organisation: MADDOCKS

Signer Role: AUSTRALIAN LEGAL PRACTITIONER

Signature:

A handwritten signature in black ink, appearing to read 'Terry Montebello', written over a horizontal dotted line.

Execution Date: 5 June 2019

TERENCE MATTHEW GEORGE MONTEBELLO  
727 Collins St, Melbourne 3008  
An Australian legal practitioner  
within the meaning of the Legal  
Profession Uniform Law (Victoria)

35271702A

181PEA

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05/06/2019

\$96.10

173



Date *30 / 5* /2019

## **Agreement under section 173 of the Planning and Environment Act 1987**

**Subject Land: 1070 Sayers Road, Tarneit**

**Purpose: WIK Agreement, and Land Projects and Clause 53.01 Open Space**

**Wyndham City Council**

and

**New Sky Management Pty Ltd ACN 610 142 268**

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## **Agreement under section 173 of the Planning and Environment Act 1987**

**Dated** 30 / 5 / 2019

---

### **Parties**

Name	<b>Wyndham City Council</b>
Address	Civic Centre, 45 Princes Highway, Werribee, Victoria 3030
Short name	<b>Council</b>
Name	<b>New Sky Management Pty Ltd</b>
	<b>ACN 610 142 268</b>
Address	Suite 502, 492 St Kilda Road, Melbourne, Victoria 3004
Short name	<b>Owner</b>

---

### **Background**

- A. Council is the responsible authority for the Planning Scheme.
- B. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- C. Council enters into this Agreement in its capacity as the responsible authority as the Collecting Agency and Development Agency.
- D. The Owner is the registered proprietor of the Subject Land.
- E. The Development Contributions Plan applies to the Subject Land. It specifies the contributions required to fund infrastructure necessary as a result of development of the area for urban purposes.
- F. The Planning Permit contains conditions which require the Owner to pay development contributions or enter into an Agreement under Section 173 of the Act providing for:
  - F.1 payment of development contributions;
  - F.2 any works-in-kind the Owner agrees with Council to undertake; and
  - F.3 satisfaction of the public open space contribution pursuant to clause 53.01 of the Planning Scheme.
- G. The Owner has asked Council for permission to
  - G.1 carry out the Infrastructure Projects all of which are funded at least in part by the Development Contributions Plan;

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- G.2 transfer to or vest in Council the Land Projects; and
- G.3 to transfer to or vest in Council the Open Space Land.
- H. Council has agreed that the Owner will:
  - H.1 carry out the Infrastructure Project;
  - H.2 transfer to or vest in Council the Land Projects; and
  - H.3 transfer to or vest in Council the Open Space Land -  
and Council will provide the Owner with
  - H.4 a credit against its development contribution liability under the Development Contributions Plan; or
  - H.5 recognition of satisfaction of part or all of its liability under clause 53.01 of the Planning Scheme -  
as the case may be.
- I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

**The Parties agree:**

---

**1. Definitions**

In this Agreement unless the context admits otherwise:

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

**Agreed Land Value** means the Agreed Land Value specified in Schedule 3, as may be revalued in accordance with the terms of this Agreement and the Development Contributions Plan.

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

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 6.6 of this Agreement.

**Bank Guarantee** means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in Schedule 5.

**Building Permit** means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

**Certificate of Practical Completion** means a written certificate issued by Council in its capacity as the development agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council and any other relevant authority.

**Collecting Agency** has the same meaning as in the Act.

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

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Credit** means a credit in the amount of:

- the Infrastructure Project Value; or
- the Agreed Land Value –

against the Owner's Development Infrastructure Levy for the Subject Land.

**Current Address** means:

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

**Current Email** means:

- the Council email address listed on Council's website; and
- for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Designs** means the detailed design and engineering plans and specifications of an Infrastructure Project approved by Council in its capacity as Development Agency under clause 6.6.

**Development Agency** has the same meaning as in the Act.

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

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

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

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

**Indexation** means an adjustment to an amount carried out in accordance with the method set out in the Development Contributions Plan.

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**Infrastructure Project** means a project to be delivered by the Owner under this Agreement, identified in the relevant column of the table to Schedule 2 and which may be further illustrated and defined in a plan annexed to this Agreement.

**Infrastructure Project Value** means the Infrastructure Project Value specified in the relevant column of the table in Schedule 2.

**Infrastructure Design Manual** means the manual entitled 'Engineering Design and Construction Manual for Growth Areas – April 2011 prepared by the Metropolitan Planning Authority.

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

**Land Project** means a land project described in Schedule 3.

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

**Maintenance Period** means the period specified in Schedule 7 for each specified category of Infrastructure Project commencing on the date of the Certificate of Practical Completion of an Infrastructure Project to Council.

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

**Open Space Land** means land for public open space described in Schedule 4 and which may also be identified in a plan annexed to this Agreement.

**Open Space Land Value** means the amount specified in Schedule 4 as the Open Space Land Value or if not specified, then an amount determined by applying the methodology set out in Schedule 4 as the case may be.

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

**Owner's obligations** means the Owner's obligations under this Agreement.

**Party or Parties** means the Parties to this Agreement.

**Plan Checking Fee** means the fee payable to Council by the Owner for checking plans for an Infrastructure Project in the amount of 0.75% of the Infrastructure Project Value.

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

**Planning Permit** means the planning permit specified in Schedule 6 as amended from time to time.

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



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**Precinct Structure Plan** means the precinct structure plan incorporated in the Planning Scheme and which applies to the Subject Land and known as the Riverdale Precinct Structure Plan.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedules 2, 3 or 4 as the case may be.

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

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

**Schedule** means a schedule to this Agreement.

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

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

**Subject Land** means the land described in Schedule 6 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Supervision Fee** means the fee payable to Council by the Owner for supervision of an Infrastructure Project in the amount of 2.5% of the Specified Value of the Infrastructure Project.

**Tribunal** means the Victorian Civil and Administrative Tribunal.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

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

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

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### **3. Purposes of Agreement**

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

- 3.1 record the terms and conditions on which Council in its capacity as Collecting Agency agrees to the Owner paying any component of the Development Infrastructure Levy where the Owner has not provided land or undertaken works in lieu of the cash payment of the Development Infrastructure Levy;
- 3.2 record the terms and conditions on which Council in its capacity as Collecting Agency agrees to the Owner undertaking any Infrastructure Project in lieu of the cash payment of the Development Infrastructure Levy;
- 3.3 record the terms and conditions on which a Land Project will be provided to Council in lieu of the cash payment of the Development Infrastructure Levy;
- 3.4 record the terms and conditions on which Open Space Land will be provided to Council in satisfaction of the Owner's obligation under clause 53.01 of the Planning Scheme and of the Planning Permit; and
- 3.5 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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### **4. Reasons for Agreement**

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

- 4.1 Council would not have consented to the Owner undertaking the Infrastructure Projects and transferring or vesting the Land Projects without the Owner entering into this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to procure Council's agreement to the Owner to carrying out the Infrastructure Projects as works in lieu and to the transferring or vesting of the Land Projects to Council.

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### **5. Payment of Development Infrastructure Levy**

The Parties agree that:

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

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**6. Works in kind – Infrastructure Projects**

**6.1 Construction of Infrastructure Projects**

The Owner must construct and complete the Infrastructure Projects:

- 6.1.1 in accordance with the Designs approved by Council under clause 6.6;
- 6.1.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.3;
- 6.1.3 otherwise to the satisfaction of Council in its capacity as the Development Agency.

**6.2 Standard of work**

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 6.2.1 accord with the Approved Plans and the Infrastructure Design Manual unless otherwise agreed in writing by Council;
- 6.2.2 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 6.2.3 comprise best industry practice to the extent required by the Approved Plans;
- 6.2.4 not encroach upon any land other than the land shown in the Approved Plans; and
- 6.2.5 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as Development Agency.

**6.3 Time for completion of Infrastructure Projects**

The Owner agrees that if the Owner does not construct and complete the Infrastructure Project by the relevant Provision Trigger for an Infrastructure Project, Council may:

- 6.3.1 in its capacity as the Collecting Agency, at its absolute discretion, in writing, extend the timeframe; or
- 6.3.2 in its capacity as Council, refuse to issue any Statements of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

**6.4 Obligation to complete Infrastructure Projects once commenced**

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

**6.5 Infrastructure Project Value**

The Parties agree that the Infrastructure Project Value is a fixed amount subject only to Indexation in the manner and up to the time specified in this Agreement.

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## **6.6 Design of Infrastructure Projects**

The Owner agrees that:

- 6.6.1 the Owner must, at the full cost of the Owner, prepare the Designs of an Infrastructure Project and submit the Designs to Council and any other relevant authorities for their approval, and Council agrees and acknowledges that, as at the date of this Agreement, Council has approved the Design for the Infrastructure Project;
- 6.6.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans; and
- 6.6.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Projects.

## **6.7 Variation of Approved Plans**

The Owner agrees that upon the approval by Council of the Designs under this Agreement there will be no further variations to the Approved Plans without the prior written consent of Council (acting reasonably) in its capacity as Development Agency.

## **6.8 Construction of Infrastructure Projects**

In carrying out the Infrastructure Projects:

- 6.8.1 the Owner is responsible for all design and construction risks in relation to construction and completion of the Infrastructure Projects; and
- 6.8.2 Council is released from liability to pay, and the Owner holds Council harmless in respect of, any costs beyond the Infrastructure Project Value.

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## **7. Certificate of Practical Completion**

### **7.1 Construction Procedures**

The Parties agree that:

- 7.1.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 7.1.2 within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 7.1.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
  - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;

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- 7.1.4 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
- (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project;
- 7.1.5 Council may, notwithstanding a minor non-compliance, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction;
- 7.1.6 before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any maintenance or repair of defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
- (a) consent of the owner of land to access such land;
  - (b) satisfied any condition of such consent; and
- the Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose;
- 7.1.7 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

## **7.2 Obligations following Certificate of Practical Completion**

Following the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until

- 7.2.1 the end of the Maintenance Period or
  - 7.2.2 until the transfer of the land containing the Infrastructure Project to Council by a transfer or by a vesting; or
  - 7.2.3 the transfer of the Infrastructure Project in accordance with clause 10 -
- whichever is the later.

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## **8. Land Projects**

### **8.1 Transfer or vesting of Land Project**

The Owner agrees to transfer to or vest in Council as directed by Council any Land Project:

- 8.1.1 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 8.2;
- 8.1.2 free of all encumbrances and any structure, debris, rubbish, refuse and contamination, except as agreed by Council; and

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8.1.3 with all services to be available as specified in the relevant column of Schedule 3.

8.1.4 in a condition that is otherwise to the satisfaction of Council in its capacity as Development Agency.

## **8.2 Time for transfer or vesting of Land Project**

The Owner agrees that if the Owner does not meet the Provision Trigger for any Land Project, Council may:

8.2.1 refuse to issue any relevant Statements of Compliance which remains at the time of the Provision Trigger in respect of the development of the Subject Land until the Land Project has been transferred to or vested in Council in its capacity as Development Agency in accordance with this Agreement; or

8.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger on the request of the Owner.

## **8.3 Agreed Land Value**

The Owner acknowledges and agrees that:

8.3.1 the Agreed Land Value:

- (a) is an amount determined by reference only to the land value ascribed to the Land Project in accordance with the Development Contributions Plan and is fixed and non-variable subject only to revaluation in accordance with the Development Contributions Plan up to the date of commencement of this Agreement;
- (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
- (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of the Land Project; and

8.3.2 upon -

- (a) the transfer of the Land Project to Council or the vesting of the Land Project in Council in satisfaction of the obligations under this Agreement; or
- (b) payment being made to the Owner in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value -

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or any other act for any other category of or form of loss or compensation in respect of the Land Project.

## **8.4 Environmental Assessment**

8.4.1 The Owner covenants and agrees that prior to transferring to or vesting the Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly

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and unequivocally states that the Land Project is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

## **9. Public Open Space**

### **9.1 Open Space Land**

The Owner must transfer to or vest in Council for municipal purposes as directed by Council, the Open Space Land:

- 9.1.1 in accordance with the relevant Provision Trigger;
- 9.1.2 free of all encumbrances and any structure, debris, waste, rubbish and refuse except as agreed by Council;
- 9.1.3 with all services to be available or connected as specified in the relevant column of Schedule 4; and
- 9.1.4 in a condition that is otherwise to the satisfaction of Council (acting reasonably) in its capacity as Development Agency.

### **9.2 Time for transfer or vesting of Open Space Land**

The Owner agrees that if the Owner does not meet the Provision Trigger for any Open Space Land, Council may:

- 9.2.1 refuse to issue any relevant Statement of Compliance in respect of the development of the Subject Land which remains at the time of the Provision Trigger until the Open Space Land has been transferred to or vested in Council; or
- 9.2.2 at its absolute discretion, in writing, extend the timeframe of the Provision Trigger.

### **9.3 Value of Open Space Land**

The Owner agrees that:

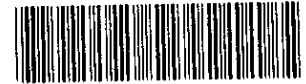
- 9.3.1 the Open Space Land Value:
  - (a) is the fixed amount as specified in Schedule 4 or alternatively is a fixed amount determined by applying the methodology set out in Schedule 4, as the case may be;
  - (b) is deemed to include all transfer costs, costs of plans of subdivision, registration fees and the like and any other amount specifically agreed to in writing by Council;
  - (c) replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act and any other act in respect of the Open Space Land; and
- 9.3.2 upon
  - (a) the transfer of the Open Space Land to Council or the vesting of the Open Space Land in Council in satisfaction of the whole or part of its open space contribution liabilities under clause 53.01 of the Planning Scheme; or

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(b) payment being made to the Owner in accordance with this Agreement –

no other compensation will be claimed by the Owner or is to be paid to the Owner for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of the Open Space Land.

#### **9.4 Under-provision**

9.4.1 The Parties agree that as the Open Space Land that the Owner is obliged to transfer to or vest in Council under this Agreement is less than the total public open space contributions that the Owner is required to make under clause 53.01 of the Planning Scheme in respect of the Subject Land, the Owner must provide the under-provision by way of a monetary payment to Council so as to bring the total of the land and monetary contribution up to the amount specified in clause 53.01 of the Planning Scheme in respect of the Subject Land or any stage of the Subject Land as the case may be; and

9.4.2 as a monetary payment is due to be paid to Council, the monetary contribution for under-provision must be paid before the Provision Trigger specified in Schedule 4 unless the Owner has agreed in writing with Council to provide the under-provision by way of the transfer to or vesting in Council of other land forming part of the Subject Land so as to result in an overall public open space contribution which is equal to the total public open space contribution that the Owner is required to make under clause 53.01 of the Planning Scheme in respect of the Subject Land.

#### **9.5 Environmental Assessment**

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

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### **10. Transfer of ownership**

#### **10.1 Transfer**

The ownership of a Land Project, Open Space Land and Infrastructure Projects will be transferred to Council upon;

10.1.1 the registration of a plan of subdivision in the case of a Land Project and Open Space Land or at such other time as the Owner and Council may agree in writing; and

10.1.2 upon the issue of a Certificate of Practical Completion in the case of any other Infrastructure Project not also including a Land Project.

#### **10.2 Bank Guarantee**

The Owner agrees that:



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- 10.2.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of the maintenance liability under this Agreement of that Infrastructure Project;
- 10.2.2 if the Owner fails to comply with a written direction from Council to undertake maintenance to an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to correct any defects; and
- 10.2.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to correcting any defects in the Infrastructure Project.

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## **11. Credit and processing of credits**

### **11.1 Credit**

The Parties agree that:

- 11.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;
- 11.1.2 the Owner will be entitled to a Credit for the Agreed Land Value from the commencement of this Agreement;
- 11.1.3 the Owner will not be required to pay the Development Infrastructure Levy in cash until the Credit has been exhausted, determined as set out in Clause 11.1.4;
- 11.1.4 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
  - (a) calculate the Development Infrastructure Levy payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted;
- 11.1.5 when the amount of the Development Infrastructure Levy payable in relation to a Stage exceeds the amount of the Credit remaining:
  - (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Development Infrastructure Levy payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
  - (b) in relation to subsequent Stages, the Owner must pay the Development Infrastructure Levy in cash prior to the issue of a Statement of Compliance

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## **12. Localised Infrastructure**

The Parties acknowledge and agree that:

- 12.1 this Agreement is intended to relate only to the infrastructure that is funded by the Development Contributions Plan and not Localised Infrastructure; and
- 12.2 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

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obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

### **13. Further obligations of the Parties**

#### **13.1 Transaction costs**

Where the Owner is required to transfer or vest a Land Project or Open Space Land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

#### **13.2 Notice and registration**

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

#### **13.3 Further actions**

The Owner:

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

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

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

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

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

#### **13.4 Fees**

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

13.4.1 Plan Checking Fee;

13.4.2 Supervision Fee;

13.4.3 Satisfaction Fee; or

13.4.4 Consent Fee

as required.

#### **13.5 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's agreed or if not agreed, its reasonable costs and expenses (including legal expenses) relating to this Agreement, including:

13.5.1 drafting, finalising, signing and recording this Agreement;

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

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

**13.6 Time for determining satisfaction**

If Council makes a request for payment of:

- 13.6.1 a fee under clause 13.4; or
- 13.6.2 any costs or expenses under clause 13.5

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

**13.7 Interest for overdue money**

The Owner agrees that:

- 13.7.1 the Owner must pay to Council interest in accordance with the rate used for the purposes of section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 13.7.2 if interest is owing, Council will apply any payment made first towards interest and then any balance of the payment will be applied to the principal amount.

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**14. Agreement under section 173 of the Act**

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

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**15. Owner's warranties**

- 15.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 15.2 The Owner warrants that as far as it is aware and having regard to the standard of remediation specified in the environmental assessment it has provided to Council pursuant to clause 8.4 of this Agreement:
  - 15.2.1 each Land Project is free of contamination of any kind which would make the Land Project unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
  - 15.2.2 is and will be up to the time of transfer or vesting of the Land Project in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

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**16. Successors in title**

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

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

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**17. General matters**

**17.1 Notices**

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

- 17.1.1 personally on the other Party;
- 17.1.2 by leaving it at the other Party's Current Address;
- 17.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 17.1.4 by email to the other Party's Current Email.

**17.2 No waiver**

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

**17.3 Severability**

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

**17.4 No fettering of Council's powers**

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

**17.5 Inspection of documents**

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

**17.6 Counterparts**

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

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## 17.7 Governing law

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

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## 18. GST

- 18.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.
- 18.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 18.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 18.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 18.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 18.3

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## 19. GAIC

- 19.1 The Owner acknowledges and agrees that all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 19.2 The Parties agree that clause 19.1 survives the termination of this Agreement
- 19.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 19.1 from its Inherent GAIC Liability.

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## 20. Foreign resident capital gains withholding

### 20.1 Definitions

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

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

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

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

**Statement of Compliance** has the same meaning as in the Subdivision Act 1988

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

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

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

## **20.2 Foreign resident status of Owner**

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

## **20.3 Excluded transaction**

20.3.1 Clause 20.5 does not apply if:

- (a) the transfer or vesting of the Land Project is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project is an Excluded Transaction no later than 10 Business Days before the Land Project as the case may be is transferred to or vested in Council's ownership.

20.3.2 Without limiting clause 20.3.1, the transfer or vesting of a Land is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000.

## **20.4 Variation notice**

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project, then Council will adjust the withholding amount (as specified in clause 20.5 below) in accordance with the Variation Notice.

## **20.5 Withholding**

20.5.1 This clause 20.5 applies if the Owner is taken to be foreign residents under clause 20.2 and the Owner has not satisfied Council that the transfer or vesting of the Land Project is an Excluded Transaction under clause 20.3.

20.5.2 Subject to clauses 20.5.3 and 20.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 20.4,

**(withholding amount).**

20.5.3 Subject to clause 20.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

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- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4 -

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

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

- (a) a cash payment equal to 12.5% of the market value of the Agreed Land Valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4,

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

## **20.6 Council to remit withholding amount**

20.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 20.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project, in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

## **20.7 Consideration adjusted after withholding**

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 20.5.

## **20.8 Owner to co-operate**

20.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or
  - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 20.5;

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- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

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

#### **20.9 Owner's and Developer's warranty**

The Owner warrants that the information provided to Council under this clause 20 is true and correct.

#### **20.10 Indemnity**

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 20.

---

### **21. Commencement of Agreement**

This Agreement commences on the date of this Agreement.

---

### **22. Amendment of Agreement**

22.1 This Agreement may be amended in accordance with the Act.

22.2 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 Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

---

### **23. Ending of Agreement**

23.1 This Agreement ends:

23.1.1 when the Owner has complied with all of the Owner's obligations under this Agreement; or

23.1.2 otherwise by agreement between the Parties in accordance with section 177 of the Act.

23.2 Notwithstanding clause 23.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

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



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- 23.4 Council will not unreasonably withhold its consent to a written request made pursuant to clause 23.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 23.5 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land and Parent Titles.
- 23.6 To give effect to clause 23.5, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land which may include executing such application form prior to, or at the same time as, issue of a Statement of Compliance so that it may be registered at the same time as the relevant plan of subdivision.
- 23.7 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

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## **Schedule 1**

- Wyndham North Development Contributions Plan



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## Schedule 2

### Infrastructure Projects

DCP Project No.	Description of the Infrastructure Project*	% of project costs	Provision Trigger	Infrastructure Project Value	Credit
IN-91-06	Sayers Road / North-South Connector – construction of arterial to connector signalised 4-way intersection. The project is also illustrated in Annexure A to this Agreement.	100%	Prior to 30 June 2019	\$3,870,923 This is a December 2018 \$ figure subject to indexation to the date of commencement of this Agreement.	\$3,870,923 This is a December 2018 \$ figure subject to indexation to the date of commencement of this Agreement.

\* If necessary, the Infrastructure Project can be described by reference to the Approved Plans if they have been approved or some other drawing or plan relating to the Infrastructure Project.

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### Schedule 3

Land Project

Part of DCP Project No.	Description of Land Project*	Land area to be provided under this Agreement	Provision Trigger	Authority the Land Project is to be transferred to or vested in	Services to be available (Av) or connected (Cn)	Agreed Land Value	Credit
IN-91-05	Land required for the intersection of Sayers Road and Sewells Road.  The total area of land required for the intersection of Sayers Road and Sewells Road is 1.0025 hectares located across Property No.91-NO-03, 91-NO-04 and 91-NO-91-NO-06.	0.1919 hectares located on Property 91-NO-03 of the Riverdale PSP.	Prior to 30 June 2019	Council	Power Gas Water Drainage Telecommunications Sewer	\$268,660  calculated as \$1,400,000 per hectare x 0.1919 hectares.  This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement.	\$268,660  This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement.
RD-91-07	Land required for the widening of Sayers Road (Davis Road to Sewells Road).  The total area of land required for the widening of Sayers Road (Davis Road to	0.4496 hectares located on Property 91-NO-03 of the Riverdale PSP.	Prior to 30 June 2019.	Council	Power Gas Water Drainage Telecommunications Sewer	\$ 629,440  calculated as \$1,400,000 per hectare x 0.4496 hectares.  This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement.	\$ 629,440  This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement.

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IN-91-06	<p>Sewells Road) is 1,2404 hectares across property 91-NO-01 and 91-NO-03.</p> <p>Land required for the intersection of Sayers Road/North-South Connector.</p> <p>The total area of land required for the intersection is 0.5843 hectares across property 91-NO-03 and 91-SO-19.</p>	0.5023 hectares on Property 91-NO-03 of the Riverdale PSP.	Prior to 30 June 2019	Council	<p>Power Gas Water Drainage Telecommunications Sewer</p>	<p>\$703,220</p> <p>calculated as \$1,400,000 per hectare x 0.5023 ha.</p> <p>This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement</p>	<p>\$703,220</p> <p>This is a 1 July 2018 \$ figure subject to revaluation in accordance with the Development Contributions Plan to the date of commencement of this agreement</p>
----------	--	--	-----------------------	---------	--	--	--

\* If necessary, the Land Project can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Land Project. The part of the DCP Project No. which comprises The Land Project is underlined.

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# Schedule 4

## Open Space Land

Project No.	Description of Open Space Land*	Provision Trigger	Authority the Open Space Land is to be transferred to or vested in.	Services to be available (Av) or connected (Cn).	Area (in hectares) of Open Space Land	Open Space Contribution that the Owner is required to make under clause 53.01 of the Planning Scheme (in hectares)	Actual Open Space Provision	Open Space Land Value or methodology to be used for determining the Open Space Land Value
P NO-05	P NO-05 - 0.62 hectares neighbourhood park in accordance with the Riverdale Precinct Structure Plan.	Upon the issue of a Statement of Compliance for a stage within which the park is located on the Endorsed Plans	Wyndham Council	All services including Power Water	0.62 hectares	1.4643 hectares 3.0% of the Net Developable Area as per the Riverdale Precinct Structure Plan The Net Developable Area in the Riverdale PSP is 48.81 hectares. 0.0643 hectares of under provision of passive open space	0.62 hectares  Actual total open space provision is 1.4 hectares comprising P NO-05 (0.62 hectares) and P NO-06 (0.78 hectares).  0.0643 hectares of under provision of passive open space	Value as at 1 July 2018 \$899,000 (0.62 ha x \$1,450,000)
P NO-06	P NO-06 - 0.78 hectares neighbourhood park in accordance with the Riverdale Precinct Structure Plan.	Upon the issue of a Statement of Compliance for a stage within which the park is located on the Endorsed Plans	Wyndham Council	All services including Power Water	0.78 hectares	1.4643 hectares 3.0% of the Net Developable Area as per the Riverdale Precinct Structure Plan The Net Developable Area in the Riverdale PSP is 48.81 hectares.	0.78 hectares  Actual total open space provision is 1.4 hectares comprising P NO-05 (0.62	Value as at 1 July 2018 \$1,131,000 (0.78 ha x \$1,450,000)

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						0.0643 hectares of passive open space	hectares) and P NO-06 (0.78 hectares). 0.0643 hectares of under provision of passive open space	
<b>Under Provision</b>	0.0643 hectares under provision	Prior to 30 June 2019	N/A	N/A	N/A	1.4643 hectares 3.0% of the Net Developable Area as per the Riverdale Precinct Structure Plan The Net Developable Area in the Riverdale PSP is 48.81 hectares.	0.0643 ha of under provision Value as at 1 July 2018 \$93,235.00  (0.0643 x \$1,450,000)  This is a 1 July 2018 \$ figure subject to revaluation on an annual basis.  The methodology for determining the Open Space Value is the application of the relevant 1 July revaluation amount calculated by Council as part of its annual DCP and 53.01 land revaluations for Property 91-NO.03 in the Riverdale Precinct Structure Plan at the date 7 days prior to payment to Council using the following formula.  $0.0643 \times 'A' = \text{Open Space Value}$  Where 'A' is the relevant 53.01 land revaluation provided to Council for Property 91-NO.03 in the Riverdale Precinct Structure Plan.	

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\* If necessary, the Open Space Land can be described by reference to a plan of subdivision or a survey plan or some other accurate drawing or plan relating to the Open Space Land.  
# The figures in the columns and rows identified are subject to change as part of the subdivision process. The areas in the subdivisions ultimately certified and subject to statements of compliance will form the basis of calculations and obligations relating to open space contributions under Clause 53.01 of the Planning Scheme.

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## Schedule 5

Amount of Bank Guarantee: 5% of the Infrastructure Project Value identified in Schedule 2



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## Schedule 6

- Subject Land – 1070 Sayers Road, Tameit being land contained and described in Certificate of Title Volume 9509 Folio 864.
- Planning Permit No. WYP6213/12 issued on 14 November 2014, as amended.
- Planning Permit, WYP10277/17 issued on 31 July 2018, as amended

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## Schedule 7

Maintenance Period for defined categories of infrastructure

Infrastructure Project Category	Maintenance Period
IN-91-06 Intersection	3 months

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## Signing Page

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

**EXECUTED** as a Deed.

Signed for and on behalf of the **Wyndham City Council** by its duly authorised delegate

Stephen Thorne AI/CEO

Date 30 / 05 / 19

**Executed by New Sky Management Pty Ltd  
ACN 610 142 268 in accordance with s 127(1) of  
the Corporations Act 2001 by authority of its  
directors:**

Signature of Director

Signature of Director (sole)

BINGQIAN GU

Print full name

Signature of Director/Company Secretary

Print full name

Signature of Director/Company Secretary

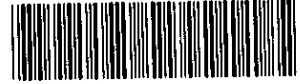
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**RMBL INVESTMENTS LIMITED ACN 004 493 789 as proprietor of Mortgage No. AQ535078R over Certificate of Title Volume 9509 Folio 864 hereby consents to this Section 173 Agreement.**

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

1) ~~Alexine Pauline Margaret Courtney~~

2) **SURINDER GURDIAL**

before me,

Signature of Witness

**Roopa Kumar**

Name of Witness

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

Under Power of Attorney dated 28<sup>th</sup> October 2015  
A certified copy of which is filed in Permanent order  
Book No 277 at page 036 Item 03.

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**Annexure A**

Plan of intersection.

[Annexure A has been removed in the counterpart of this Deed lodged with the Titles office for registration. A copy of Annexure A will be attached to each other counterpart of this Agreement.]

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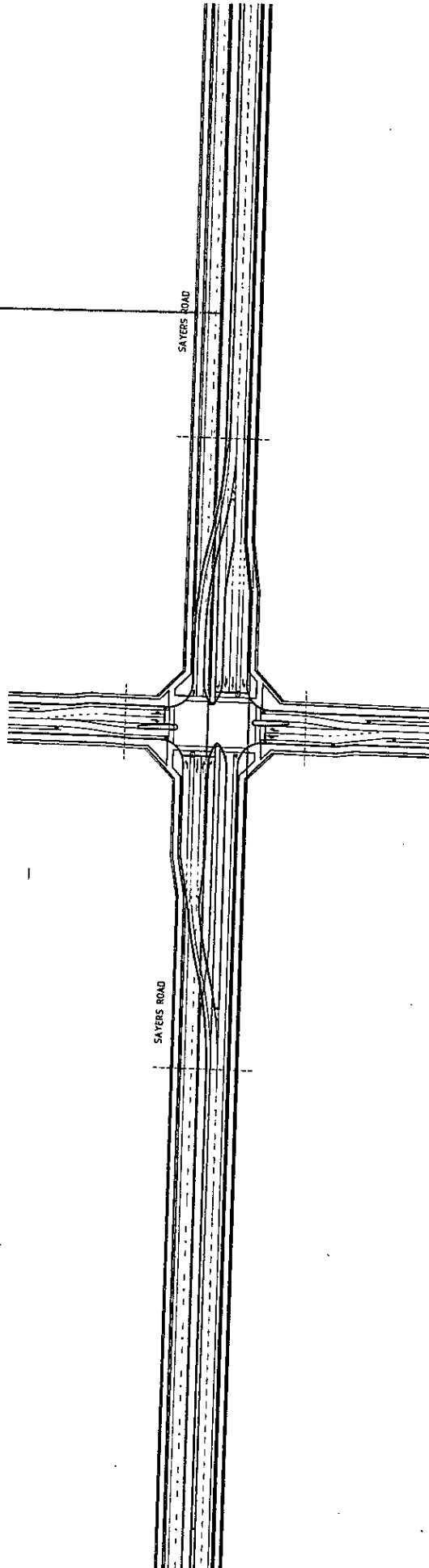
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PROJECT TITLE WYNDHAM NORTH IN-91-06 SAYERS RD & CONN INTERSECTION TYPE 1		PROJECT NUMBER 3004869-007-1054	
METHUEN PLANNING AUTHORITY		DATE	
MPA		APPROVED	
SMEC SMEC AUSTRALIA PTY LTD 150 ST GEORGE STREET SYDNEY NSW 2000 PH 61 2 9551 7500 FAX 61 2 9551 7501		SCALE 1:1000 10m 0 5 10 15 20 25 30 35 40 45 50	
DESIGNER NAME DATE		CHECKED NAME DATE	
DRAFTING CHECK NAME DATE		DESIGNER CHECK NAME DATE	
PROJECT MANAGER NAME DATE		PROJECT DIRECTOR NAME DATE	



# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 14 July 2025 11:30 AM

## PROPERTY DETAILS

Address: **27 BRONZE STREET TARNEIT 3029**  
Lot and Plan Number: **Lot 307 PS803041**  
Standard Parcel Identifier (SPI): **307\PS803041**  
Local Government Area (Council): **WYNDHAM**  
Council Property Number: **235459**  
Planning Scheme: **Wyndham**  
Directory Reference: **Melway 234 E3**

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

[Planning Scheme - Wyndham](#)

## 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: **TARNEIT**  
**OTHER**  
Registered Aboriginal Party: **Bunurong Land Council**  
**Aboriginal Corporation**  
**Fire Rescue Victoria & Country**  
**Fire Authority**

[View location in VicPlan](#)

## Note

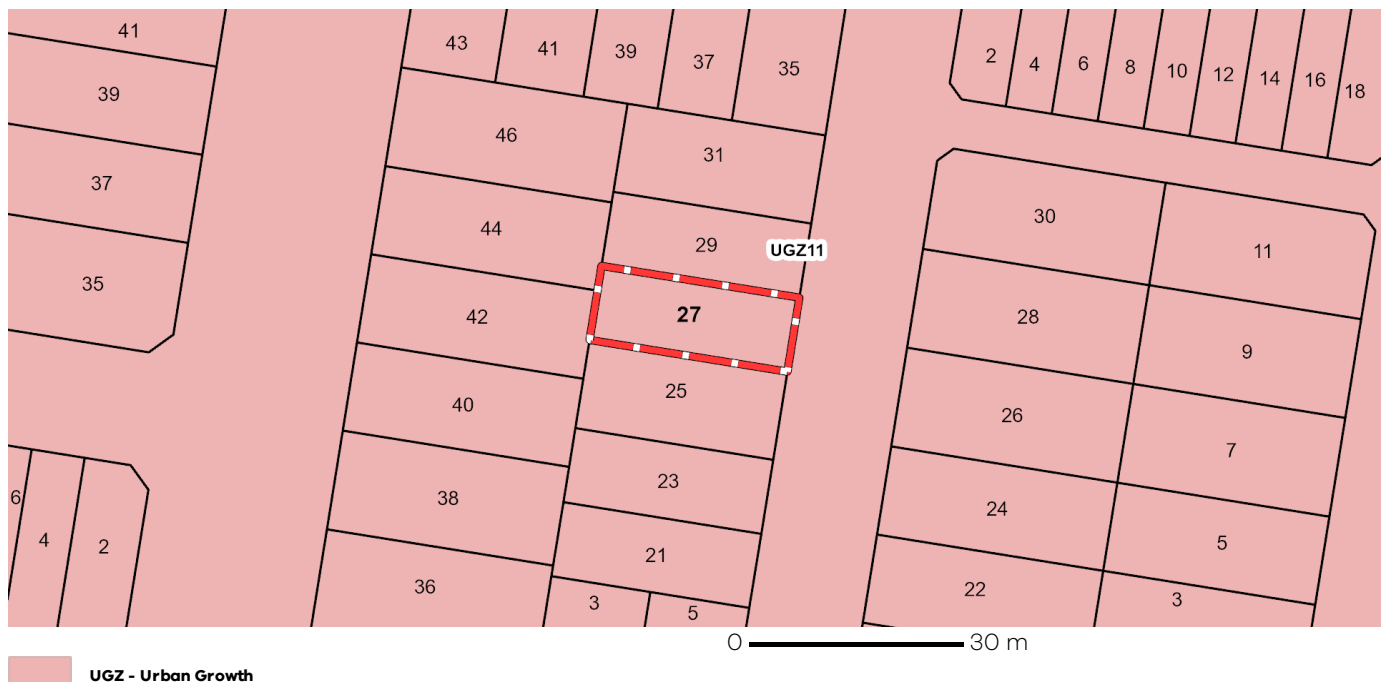
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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.

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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 PROPERTY REPORT: 27 BRONZE STREET TARNEIT 3029

Page 1 of 4



## Planning Overlay

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 13 \(DCPO13\)](#)



**DCPO - Development Contributions Plan Overlay**

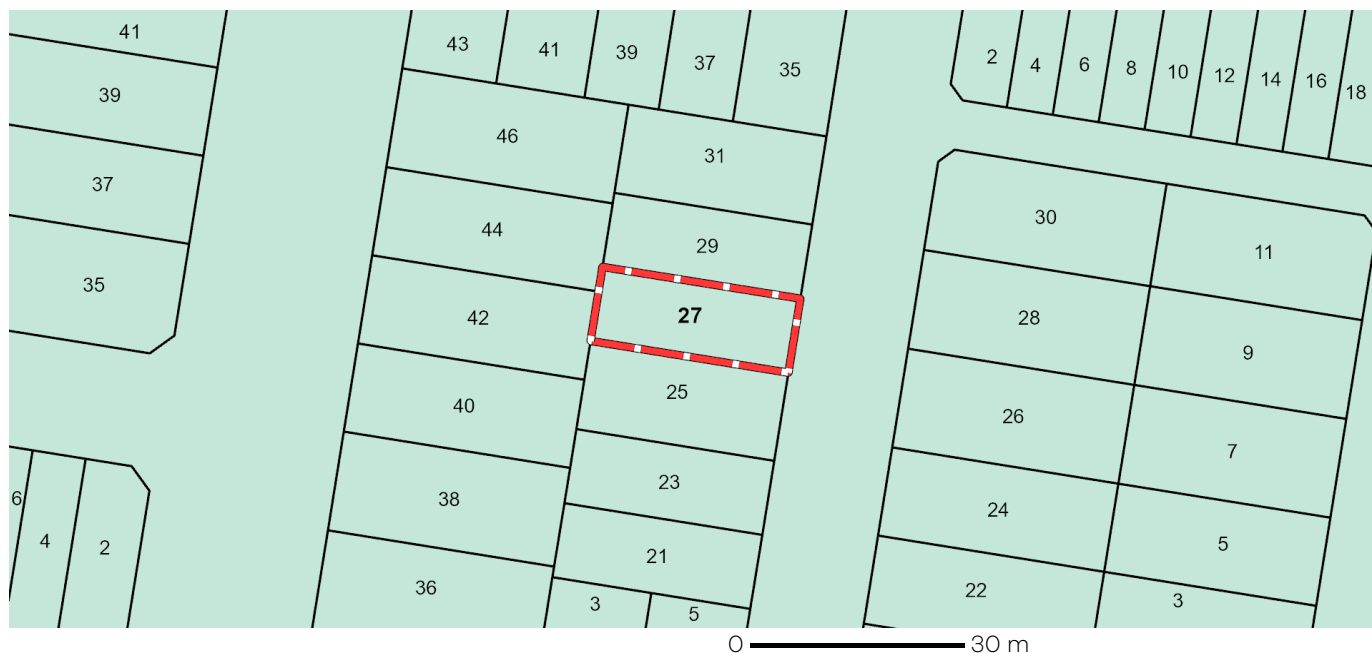
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

## 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 11 July 2025.

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

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

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

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

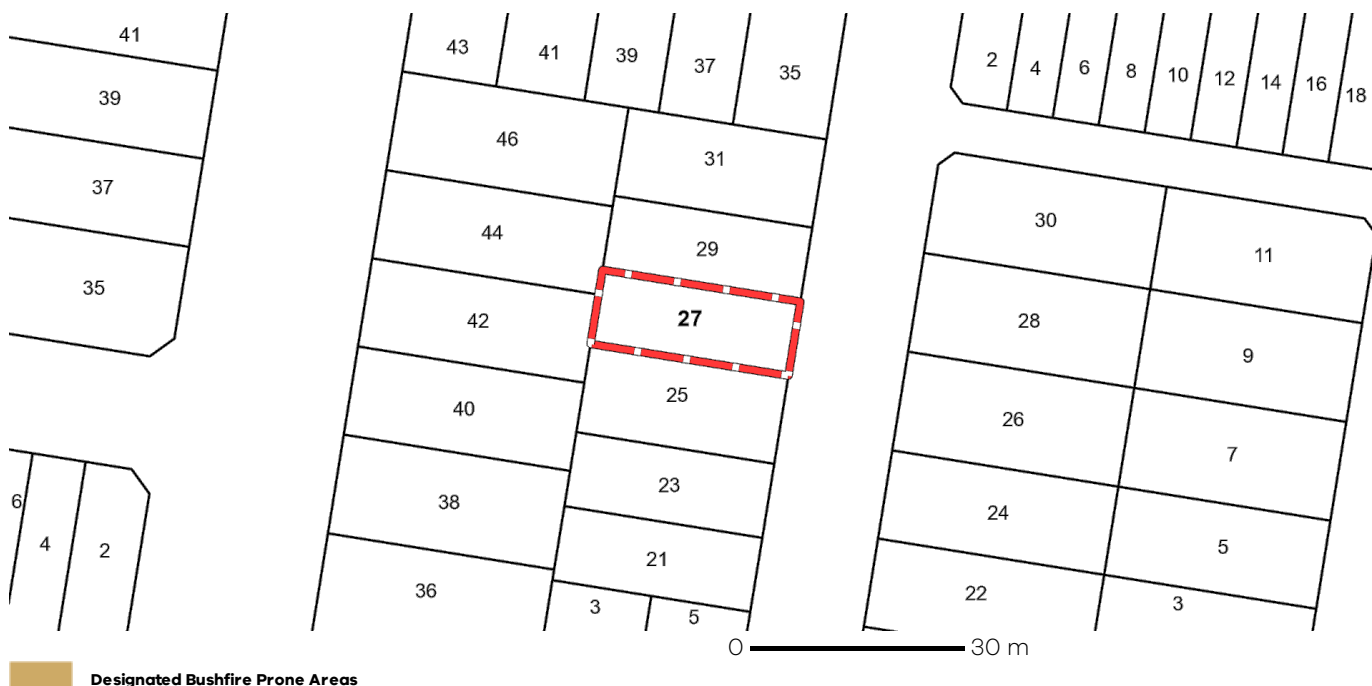
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

MR M I ISLAM & MS N K NOVA  
27 BRONZE STREET  
TARNEIT VIC 3029

**Account number**

**27320 70000**

**Tax Invoice** 273137853878

**Date of issue** 22 Jan 2025

**Service address**

27 Bronze Street, Tarneit  
VIC, 3029

**Amount to pay**

**\$665.34**

Previous bill	\$457.75
Payments received	\$0.00
Balance	\$457.75
Current charges	\$207.59
<b>Total charges</b>	<b>\$665.34</b>

**Pay by**

**05 May 2025**

**Having trouble  
paying your bill?**

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

Please see page 2 for detailed information

**Recycled water**

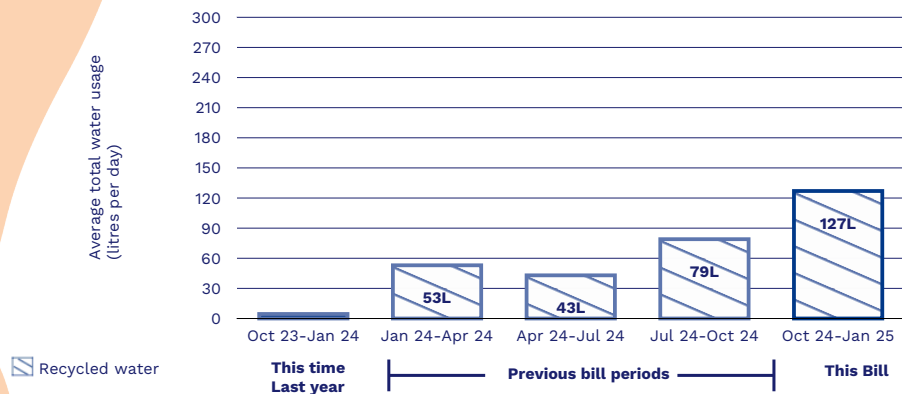
Average daily use

**127L**

Average daily spend

**\$0.33**

**Your recycled water usage**



You are required to check your recycled water connection every year or when you carry out plumbing works. Find out more at <https://www.gww.com.au/water-waste/recycled-water/checking-your-recycled-water-connection>.

**Payment options**

Greater Western Water ABN 70 066 902 467



**Direct debit**

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



**BPAY**

Bill code: **8789**  
Ref: **27320700005**  
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 [www.com.au](http://www.com.au) or  
call **13 44 99**



**Post Billpay**

**Australia Post**

Billpay code: **0362**  
Ref: **0273 2070 0006**

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:  
**27320 70000**



\*362 027320700006

## Usage and charges

Outstanding balance

\$457.75

### Your water usage <sup>1</sup>

Meter no.	Bill days	Previous read	Current read	Usage kL	Rate \$/kL	Amount
RAZD023825	95	24	36	12		
Meter Read date: 22/01/2025						
Recycled Water		20/10/2024 - 22/01/2025		12.000	\$2.5749	\$30.89
Total usage						\$30.89

### Your network charges <sup>2</sup>

	Charge period	Amount
Water	01/01/2025 - 31/03/2025	\$54.32
Sewer	01/01/2025 - 31/03/2025	\$70.78
Total network charges		\$125.10

### Other charges and adjustments

	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways & Drainage <sup>3</sup> For Melbourne Water	01/01/2025 - 31/03/2025	\$2,168.00	\$30.10		\$30.10
Parks <sup>4</sup> For the Dept. of Energy, Environment and Climate Action	01/01/2025 - 31/03/2025	\$2,168.00	\$21.50		\$21.50
Total other charges and adjustments					\$51.60

### Your total charges

\$207.59

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

#### Privacy statement

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

## Your charges explained

### 1. 1 Kilolitre (kL) = 1000 Litre (L)

We calculate your **recycled water** charges based on the amount of Class A water you use.

**2. Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes

**3. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected

**4. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit [gww.com.au/charges](http://gww.com.au/charges)

## We're here to help

**13 44 99**

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

Faults and emergencies  
(24 hours)

**03 9313 8989**

Support in other languages

**13 36 72**

Relay Service

### You could be eligible for a

**concession** if you hold a valid health care, pension or Veterans' Affairs gold card, apply at [gww.com.au/concession](http://gww.com.au/concession)

## We're here to help

There are options available if you're having trouble paying your bill visit [gww.com.au/financial-support](http://gww.com.au/financial-support)



## Improving your service experience

We've made significant progress in addressing the technical issues with our new billing system and sincerely apologise for the inconvenience this has caused. We are committed to fully resolving these challenges and minimising further disruptions to your service.

This new system replaces outdated technology and introduces key improvements like multi-factor authentication, to better protect your

information online. Our focus remains on delivering reliable and supported services to you while we make this important upgrade.

Our dedicated team have worked hard to resolve these issues and provide you with the support you need.

Thank you for your understanding as we work through this. If you need assistance, we're here to help every step of the way.

**Maree**



**Maree Lang**  
Managing Director  
Greater Western Water

## Shining a light on how we treat our water

We use ultraviolet (UV) disinfection to treat water at several of our plants. UV disinfection blasts powerful ultraviolet light through water to remove microscopic bugs like bacteria and viruses. UV disinfection supports our other treatment methods by adding an extra layer of protection to keep water safe.

Last year, we installed a new UV disinfection unit to service the Myrniong community and we have plans to add another at the Romsey Water Filtration Plant soon too. UV disinfection is an effective, sustainable treatment that uses minimal energy and is gentle on the environment.

Learn more about our UV disinfection process at  
[gwww.com.au/watertreatment](http://gwww.com.au/watertreatment)



## We're here to help if you need more time to pay your bill

Some of our bills have been delayed due to technical issues with our new billing and payment system. These delayed bills might cover a longer period and so might be higher than usual.

To make things easier, we're giving you 4 months to pay these delayed bills.

If you are experiencing financial pressures and need extra support to pay your bill, we're here to help with flexible options including payment plans, extensions and support programs.

To find out more about our payment support options, please call us on **13 44 99** or visit  
[gwww.com.au/financial-support](http://gwww.com.au/financial-support)

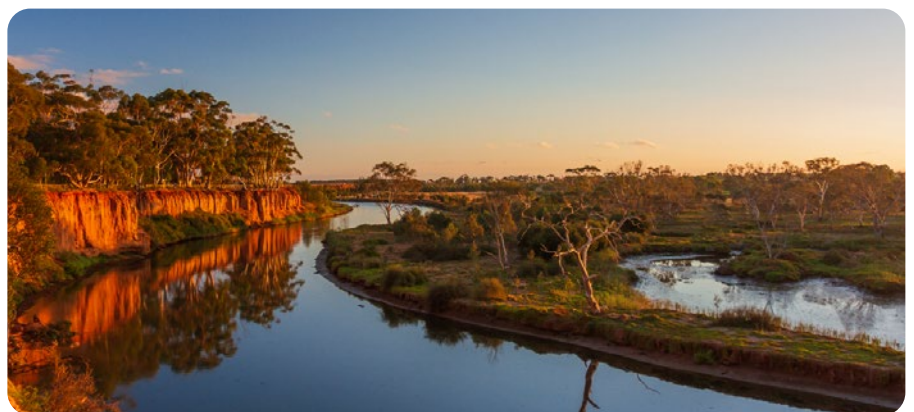


## Read our latest Annual Water Outlook report

The Annual Water Outlook report measures how we are currently using water, projects Melbourne's water use for the coming year and outlines what we are doing to protect and preserve water supplies.

The report is a collaboration between Greater Western Water, Melbourne Water, South East Water and Yarra Valley Water and is released every December.

Read the Annual Water Outlook report  
[gwww.com.au/MelbournesWaterOutlook](http://gwww.com.au/MelbournesWaterOutlook)



Werribee River

### Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.



# What is PFAS testing?

PFAS (per and polyfluoroalkyl substances) are human-made chemicals found in everyday products. They're commonly known as 'forever chemicals' because they do not naturally break down and can last a long time in the environment and humans.

Melbourne's tap water is world-class and undergoes routine, rigorous testing. The testing follows strict Australian Drinking Water Guidelines set by the independent National Health and Medical Research Council (NHMRC). The guidelines establish safe levels of

PFAS in water, and tests on our local water supplies since 2018 as well as Melbourne Water's recent monitoring show all results are well within these safety limits.

PFAS are not added to drinking water, but tiny amounts are often detected in groundwater and surface water around the world. For most people, any exposure to PFAS through drinking water remains very low.

Learn more about water quality at [gwww.com.au/waterquality](https://www.com.au/waterquality)



## 2024 National Water Week poster competition winners

After a record 1240 entries across our service area in 2024, our National Water Week poster competition winners were announced. Creative youngsters from 47 schools, kindergartens and early learning centres across our service area entered the competition.

You can see all the winning posters at [gwww.com.au/nww](https://www.com.au/nww)



Second-place winner, Pardhu, from Bacchus Marsh Grammar

## Your water supply during bushfires

We prepare our network every fire season to reduce the chance of water outages in high-risk areas.

Even though we're ready, we can't guarantee water supply, water pressure or water quality during a bushfire.

Disruptions may occur due to increased water use or network damage.

If there are water supply impacts in your area, we'll notify you via SMS. To stay informed, make sure we have your mobile number at [gwww.com.au/contact](https://www.com.au/contact).

If you live in a high-risk fire area, you can also prepare by:

- having an alternative water supply available, like groundwater bores or rainwater tanks
- keeping enough drinking water in an emergency kit for all family members, including pets

- checking for updates on our website and social media channels.

If you have a fire hydrant on or near your property, keep it well-maintained, visible and easily accessible. This helps the Country Fire Authority (CFA) and Fire Rescue Victoria (FRV) during emergencies.

For more information, visit [gwww.com.au/bushfires](https://www.com.au/bushfires)



## Investing in the growing Macedon Ranges communities

We've been making upgrades to our infrastructure across the Macedon Ranges area. A major upgrade at the Gisborne Recycled Water Plant is now in testing phase, the Lancefield community is benefiting from a new sewer main and Romsey is set for a major upgrade to their water filtration plant.

The Lancefield Sewer Upgrade replaced 6.5 km of sewer pipeline while major works on the Gisborne Recycled Water Plant and Romsey Water Filtration Plant will boost

capacity and introduce new energy-efficient technologies.

Our service area is growing rapidly and in the next 30 years our region's population is forecast to double. These projects ensure that we can continue to deliver safe and reliable sewerage services to everyone living and working across the Macedon Ranges Shire.

Learn more about our upgrades at [gwww.com.au/major-projects](https://www.com.au/major-projects)



Gisborne Recycled Water Plant

## Our Annual Report has been published

Our Annual Report for 2023-24 is now available. Read about our major achievements over the last twelve months, the service we delivered and the progress we have made towards supporting our customers, community and caring for Country.

Read the report at [gwww.com.au/reports](https://www.com.au/reports)



## Contact us

Call **13 44 99**

Visit [gwww.com.au](https://www.com.au)



@greaterwesternwater



@greaterwesternwater



@GWWvic



@greaterwesternwater



**Rates Correspondence**  
Wyndham City  
PO Box 197  
Werribee Victoria 3030  
www.wyndham.vic.gov.au  
mail@wyndham.vic.gov.au  
ABN: 38 393 903 860

**General Enquiries**  
1300 023 411  
**Customer Service Centres**  
**Civic Centre** Mon - Fri 8.30am - 5pm  
**Point Cook Community Learning Centre**  
Mon - Fri 9am - 5pm  
**Tarneit Community Learning Centre**  
Mon - Fri 9am - 5pm  
**Manor Lakes Community Learning Centre**  
Mon - Fri 9am - 5pm

# Notice of Rates & Charges

2024 - 2025

1 July 2024 - 30 June 2025

Assessment Number <b>235459</b>	Due Date <b>30/09/2024</b>
Bank Reference Number <b>2282641</b>	Issue Date <b>01/08/2024</b>
235459 	



024-3030 (46535)  
P

M I Islam & N K Nova  
4 Seabird Drive  
POINT COOK VIC 3030

You are entitled to 3 Hard & Green  
Waste Collections this financial year.  
Bookings Required via [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)

## Waste Disposal Voucher

Valid to 30 September 2025

Wyndham Refuse Disposal Facility

470 Wests Road, Werribee

Valid for 1 Domestic Load

Maximum one car/ute/van &

single axle heaped trailer

Not valid for commercial waste



WYN24FKM2100431134

2024/2025

## PROPERTY LOCATION AND DESCRIPTION

V 12166 F 195 L 307 PS 803041 Tarneit Parish

27 Bronze Street TARNEIT VIC 3029

110 - Detached Home

Property Owner: M I Islam, N K Nova

LEVEL OF VALUATION	DATE DECLARED	SITE VALUE	CAPITAL IMPROVED VALUE	NET ANNUAL VALUE	WARD	ARREARS OUTSTANDING
01/01/2024	01/07/2024	\$300,000	\$620,000	\$31,000	Brinbeal	
<b>Developed Land</b> (0.002197 x CIV)					\$1,362.14	1st Instalment 30/09/2024
<b>Municipal Charge</b>					\$68.28	
<b>Waste Management Charge</b>					\$392.40	\$502.76
<b>Fire Service Property Levy - Collected on behalf of the State Government</b>						2nd Instalment 30/11/2024
Fire Service Levy Residential Fixed					\$132.00	
Fire Service Levy Residential Variable (0.000087 x CIV)					\$53.94	\$502.00
<b>TOTAL AMOUNT</b>					\$2,008.76	3rd Instalment 28/02/2025
						\$502.00
						4th Instalment 31/05/2025
						\$502.00

Rates for 2024/2025 are based on the valuation of the property as at 1 January 2024. Refer to the back of this notice for further information.

Having difficulties paying? Call 1300 023 411 to discuss Payment Plan options

Payments received after 22/07/2024 will not be shown on this notice.

235459



502.76



Assessment No. 235459

Name M I Islam & N K Nova

Address 27 Bronze Street  
TARNEIT VIC 3029

1st Instalment by  
30/09/2024  
**\$502.76**

To pay visit: [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au) or turn over the page for more options

Online 	Direct Debit 	Bpay 	Australia Post 	Payment in Person 	Mail 
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\*396 2282641

Sign up to Ezybill to receive all notices electronically, and view past notices anytime at no cost (2019 to latest)  
Please note as of 1st July 2024, an admin fee of \$18.80 will apply per notice for any requests for copies of notices.



Have your next rate notice delivered to your email.

Sign up for EzyBill at  
<https://wyndham.ezybill.com.au>  
or scan the QR code.



ezyBILL



Appeal against rates

If you do not agree with a rate or charge and believe that:

- (a) a rate has been declared in respect of non-rateable land;
- (b) the rate or charge assessment has been incorrectly calculated; or
- (c) the wrong person has been levied with the rate or charge,

please contact Council's Rating Services Unit on 1300 023 411 to discuss the matter further.

If you are not satisfied with the outcome of your enquiry you may, within 60 days of receiving this notice, appeal to the County Court under section 184 of the *Local Government Act 1989*, and notify Council in writing of your intention to appeal.

Notice of valuation

Council has valued your property for rating purposes in accordance with the *Valuation of Land Act 1960*. The valuation of all rateable land in the municipality was made as at 1 January 2024 for the 2024 general valuation.

Council's general valuation may be used by other rating authorities to assess rates and taxes. The State Revenue Office (SRO) uses the general valuation to assess land tax. Further information on this use can be found on the SRO website ([www.sro.vic.gov.au](http://www.sro.vic.gov.au)).

Objection against valuation

Any person aggrieved by a valuation of land made by Council may object to that valuation in accordance with section 16 of the *Valuation of Land Act 1960*. Objections must be made in writing or lodged online via the Rating Valuation Objections Portal on the Land Use Victoria website, and must set out the grounds for objection and contain the prescribed information as set out in regulation 13 of the *Valuation of Land Regulations 2014*. Objections must be lodged within 60 days of the issue date of this notice. Please contact Rating Services Unit on 1300 023 411 to discuss your appeal.

The lodging of an objection does not constitute grounds for non-payment of the council rate as assessed on this notice. Payment is required to be made by the due date pending the outcome of any objection.

Differential rates

In accordance with the requirements of Section 5 of the *Local Government (General) Amendment Regulations 2023*, Council is required to provide the following differential rate comparisons information detailing what rates would have been payable for your property under each differential class.

Please note that property classifications are applied by the Valuer General Victoria. Further information on council's differentials can be found on our website: [www.wyndham.vic.gov.au/services/rates-valuations/valuations](http://www.wyndham.vic.gov.au/services/rates-valuations/valuations) and in the current Annual Plan and Budget.

Capital Improved Value		\$620,000
Differential	Rates in \$	Total
Recreation Land	0.001099	\$681.38
Developed Land	0.002197	\$1,362.14
Commercial Developed Land	0.003076	\$1,907.12
Industrial Developed Land	0.003515	\$2,179.30
Residential Developed Land	0.003735	\$2,315.70
Residential Vacant Land	0.003515	\$2,179.30
Commercial Vacant Land	0.003735	\$2,315.70
Industrial Vacant Land	0.003955	\$2,452.10
Farm Land	0.001758	\$1,089.96
Rural Lifestyle	0.001977	\$1,225.74
Rural Vacant Land	0.002197	\$1,362.14

\*Note: There may be minor decimal variances due to rounding

Please contact Council's Rating Services Unit on 1300 023 411 with any enquiries.

Capping of Council rates

Council has complied with the Victorian Government's rates cap of 2.75 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons—

- (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 of rates

Council has declared that rates and charges are to be paid by instalments. If you prefer to make a single full payment, this must be done by the first instalment due date to avoid any penalty interest. Notices will be sent for the second, third and fourth instalments.

All payments will be allocated in the following order:

- 1. Arrears owing (if any)
- 2. Current rates and charges owing (if any)
- 3. Legal costs owing (if any)
- 4. Interest owing (if any)

Arrears and late payments

Payment options are identified in this notice. Where you seek to pay your rates and/or charges by way of a payment plan, or you seek a deferral or a waiver of making payments of rates and/or charges, you must make an application in writing to the Rates Collections Unit of Council. See: [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au) for Councils Hardship Policy. Amounts not paid by the due dates shown on this notice may be charged interest at the rate set by the *Penalty Interest Rates Acts 1983*, from the due date of each overdue instalment unless a payment plan is in place. The current penalty interest rate is 10%.

Council may refer any arrears balance to a debt collection agency and commence legal action for its recovery. Please contact Council to discuss payment plan options if you are experiencing difficulty in making payment.

Pensioner rebate

Pensioner Concession Card holders may be entitled to a rebate on rates, charges and the fire services property levy. To find out whether you are eligible for a rebate, contact Council's Rating Services Unit on 1300 023 411.

Please note: Health Care Cards are not accepted for pensioner rebates.

Financial hardship

If you are experiencing financial hardship, please contact Council's Rates Collections team on 1300 023 411 to discuss payment plan options.

Updating details

If the postal information on this notice is incorrect, please update your details by completing an online form at [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au). If you cannot update your details online, please contact Council on 1300 023 411.

Privacy statement

Your personal information is being collected by Wyndham City Council for the purpose of identifying you when communicating with Council and for the delivery of services and information. The personal information will be securely stored in Council's Customer Database. We will not disclose your personal information without your consent, except where required or authorised to do so by law. The personal information will be handled in accordance with the *Privacy and Data Protection Act 2014* and Council's *Privacy Policy*, available at [www.wyndham.vic.gov.au/privacy-policy](http://www.wyndham.vic.gov.au/privacy-policy). You may contact Council with concerns about the privacy of your personal information at [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au)

METHODS OF PAYMENT \*American Express now accepted\*

Online



[www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)  
Quote your Bank Reference Number shown on the front of this notice. MasterCard, Visa & American Express accepted.

Direct Debit



To apply, please download and complete a Direct Debit Application Form visit: [www.wyndham.vic.gov.au](http://www.wyndham.vic.gov.au)  
Complete and return via:  
Mail: PO Box 197  
Werribee, Victoria 3030  
Email: [mail@wyndham.vic.gov.au](mailto:mail@wyndham.vic.gov.au)  
In Person: Civic Centre, 45 Princes Highway, Werribee.



Contact your participating financial institution to make a payment.

**Biller Code 76869**  
**Reference number**  
**2282 641**

Australia Post



**In-store:-** Present this account & your payment in-store at Australia Post. Cash, cheque, EFTpos, Credit card accepted.  
**By phone:** 131816 Credit card accepted.  
**Online:** [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay) Credit card accepted.

**Billpay Code 0396**  
**Reference number**  
**2282 641**

Payment in Person



Pay in person at any Wyndham City Customer Service Centre.

**Civic Centre**  
Mon – Fri 8.30am – 5pm.  
**Point Cook Community Learning Centre**  
Mon - Fri 9am - 5pm  
**Tarneit Community Learning Centre**  
Mon - Fri 9am - 5pm  
**Manor Lakes Community Learning Centre**  
Mon - Fri 9am - 5pm

**Please note:-**  
Community Learning Centres accept card payment only.



Mail

Mail this slip with cheque or money order to:-

Wyndham City  
PO Box 197  
Werribee Victoria 3030

**Please note:**  
Receipts will not be issued.