
**CONTRACT OF SALE
(Auction Sale)
2 Lot Development Sale on Proposed Plan of Subdivision PS 826039R**

Lot _____/9 Gordon Street, Croydon Vic 3136

Vankish Lawyers
1-5 Tangara Lane, Harkaway, Vic 3806

Tel: 0404 820 895
Fax: 03 8676 1994
Email: sveloo@vankishlawyers.com
Ref: 8934

CONTRACT OF SALE OF REAL ESTATE

Property Address: Lot _____ / 9 Gordon Street, Croydon Vic 3136

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31, *Sale of Land Act 1962*

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

To end this contract within this time, 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.

If you end the contract in this way, you are entitled to a refund of all the money you paid EXCEPT for \$100.00 or 0.2% of the purchase price (whichever is more).

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

- You bought the property at or within 3 clear business days **before or after** a publicly advertised auction
- You received independent advice from a solicitor before signing the contract
- The property is used mainly for industrial or commercial purposes
- The property is more than 20 hectares in size and is used mainly for farming
- You previously signed a similar contract for the same property
- You are an estate agent or a corporate body.

The conditions of this contract are contained in the attached -Particulars of Sale; Schedule; General Conditions; and Special Conditions.

The Vendor sells and the Purchaser buys both the Property and the Chattels for the price and upon the conditions set out in this contract.

The Vendor's Statement required by Section 32(1) of the *Sale of Land Act 1962* is attached to, and included in, this contract.

Where the signature of any party to this contract is secured by an agent, the parties acknowledge being given a copy of this contract by the agent at the time of signing.

SIGNED BY THE PURCHASER(S)

NAMES: Purchaser(s)

(Nature of Authority if applicable (e.g. "director", "attorney under power of attorney"))

SIGNED BY THE VENDOR(S)

Director of Resolute Property Investments Pty Ltd
Name: Vishal Doshi
Vendor(s)
(Nature of Authority if applicable (e.g. "director", "attorney under power of attorney"))

PARTICULARS OF SALE

VENDOR'S SOLICITOR	VANKISH LAWYERS ABN 788 2008 0587 of 1-5 Tangara lane, Harkaway, Vic 3150 Tel: 0404 820 895 Fax: 03 8676 1994 Email: sveloo@vankishlawyers.com Ref: 8934
PURCHASER'S SOLICITOR	<hr/> of Tel: Fax: Email: Ref:
VENDOR	RESOLUTE PROPERTY INVESTMENTS PTY LTD OF 1/224-226 FOOTE STREET, TEMPLESTOWE LOWER, VIC 3106 Email: Tel: Fax:
PURCHASER	 Email: Tel:
LAND	described in the proposed plan of subdivision PS 826039R as Lot _____ of the parent title being Volume 8156 Folio 071 Lot 30 on Plan of Subdivision 009245
PROPERTY ADDRESS	the land together with any improvements (as per the building specifications attached) known as (Lot _____) 9 Gordon Street, Croydon Vic 3136
CHATELS	All fixed floor coverings, electric light fittings, curtains and blinds and fixtures and fittings
PRICE	\$ (price includes GST)
DEPOSIT	\$ 10% on signing hereof (of which \$ _____ has been paid and balance payable by _____)
BALANCE	\$ _____
PAYMENT OF BALANCE	Payable at settlement
SETTLEMENT DATE	Is due 14 days after the Vendor provides notification to the Purchaser that the Plan of Subdivision has been registered.
DAY OF SALE	is the earlier of the date of this Contract or the acceptance date of any prior Contract Note, namely the _____

GST
(GC 13)

The price includes GST (if any) unless the words "**PLUS GST**" appears
In the box

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

Lease
property
(GC 1.1)
refer to

At settlement the purchaser is entitled to vacant possession of the
unless the word "subject **to lease**" appear in this box in which case

General Condition 1.1

If subject to lease then attach copy of the lease

Terms Contract
of the
(GC 23)
box and

If this contract is intended to be a terms contract within the meaning
Sale of Land Act 1962 then add the words "**term contract**" in this

Refer to General Condition 23 and add any further provision by way of
special condition

Loan
approved.
(GC 14)

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

Lender: _____

Loan Amount _____

Approval Date: _____

This Contract does not include any special conditions unless the words "**special condition**"
appear in this
box.

Special Condition

_____//_____

FORM OF GUARANTEE

We _____

of _____

(Guarantor)

- 1 In consideration of the vendor named in the contract of sale of land to which this guarantee and indemnity is annexed (**Contract**) having at my/our request entered into the Contract with the purchaser named in it on the terms and conditions contained in the Contract do jointly and severally covenant with the vendor for ourselves our executors, administrators and personal representatives as follows:

- 1.1 To indemnify and keep indemnified from and against any and all costs, charges, claims, demands, suits and expenses whatever and however arising out of this guarantee and indemnity.
- 1.2 If at any time and from time to time the purchaser defaults:
- (a) In the payment of money payable by it to the vendor under the Contract; or
 - (b) In the performance or observance of any term or condition on the part of the purchaser to be performed or observed

to pay to the vendor the whole of the money which is due and payable to the vendor on the same terms and conditions and in the same manner prescribed by the Contract as if I/we were each jointly or severally parties to the Contract and our names were inserted in it in place of the name of the purchaser.

- 2 I/We jointly and severally declare

- 2.12 That this guarantee and indemnity is and will be an unconditional and continuing guarantee and indemnity and is not affected or released by:

- (a) any waiver neglect or forbearance by the vendor in enforcing payment of any money payable under the Contract by the purchaser or in enforcing the performance or observance of any of the covenants, agreements, obligations and conditions in the Contract to be performed or observed by the purchaser;
- (b) any release, variation, exchange, renewal or modification of the Contract or any other dealing by the vendor with the terms of the Contract;
- (c) any other guarantee or security which the vendor may hold in respect of the Contract or any judgement obtained by the vendor in relation to the Contract;
- (d) the transfer or assignment of the benefit of this guarantee and indemnity to any person in whole or in part;
- (e) the failure to give notice to us or our lack of consent before or after the happening of any of the above mentioned acts or events; or
- (f) generally the making of any agreement between the vendor and the purchaser.

- 2.13 That I/we waive our rights whether legal, equitable, statutory or otherwise which may at any time be inconsistent with my/our covenants and declarations or which may in any manner prejudice or limit our rights, remedies or recourse of the vendor against me/us and our executors, administrators and personal representatives.

EXECUTED as a deed.

SIGNED SEALED AND DELIVERED by

)
)
)

in the presence of:

Signature of Witness

Name of Witness [print]

SIGNED SEALED AND DELIVERED by

)
)
)

in the presence of:

Signature of Witness

Name of Witness [print]

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the
Estate Agents (Contracts) Regulations 2008

TITLE

1. **Encumbrances**
 - 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Vendor's Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
 - 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
 - 1.3 If the particulars of sale provide that the purchaser is taking over an existing mortgage:
 - (a) the purchaser assumes liability for the mortgage; and
 - (b) the price is satisfied to the extent of any mortgage money owing at settlement; and
 - (c) the vendor must treat any payment made by the purchaser under the mortgage as a payment made to the vendor under this contract.
2. **Vendor warranties**
 - 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
 - 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
 - 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
 - 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
 - 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Vendor's Statement.
 - 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

- 2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

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

7. Release of Security Interest

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009(Cth)** applies.
- 7.2 Subject to general conditions 7.3 and 7.4 the vendor must ensure that at, or before settlement the Purchaser receives -
- (a) a release from the secured party releasing the security interest in respect of the property; or
 - (b) a statement in writing in accordance with Section 275(1)(b) of the **Personal Property Securities Act 2009(Cth)** setting out the amount or obligation that is secured is nil at the due date for settlement; or
 - (a) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009(Cth)** indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which a security interest is granted - if the security interest is registered in the Personal Property Securities Register.
- 7.3 The Vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the Vendors business of selling personal property of that kind unless, in the case of goods that may or must be described by serial number in the Personal Property Securities Register, the purchaser advise the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 7.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that -
- (a) is not described by serial number in the Personal Securities Register and
 - (b) is predominantly used in for personal, domestic or household purpose: and

- (c) has a market value of not more than \$5000 or if a greater amount has been prescribed for the purpose of Section 47(1) of the **Personal Property Securities Act 2009(Cth)**, not more than that prescribed amount.
- 7.5 A release for the purpose of general condition 7.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 7.6 If the Purchaser receives a release under general condition 7.2(a), the Purchaser must provide the vendor with a copy of the release at or as soon as possible.
- 7.7 In addition to ensuring a release is received under general conditions 7.2(a), the Vendor must ensure that at or before settlement the Purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.8 The Purchaser must advise the Vendor of any security interest that the Purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 7.9 If the Purchaser does not provide an advice under general condition 7.8, 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.
- 7.10 If settlement is delayed under general condition 7.9 the Purchaser must pay the Vendor-
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the Vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the Vendor as a result of the delay- as though the purchaser was in default
- 7.11 Words and phrase used in general condition 7 which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7

8. **Builder warranty insurance**

The vendor must provide at settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. **General Law land**

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

MONEY

10.

Settlement

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

11.

Payment

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid:
 - (i) to the vendor's licensed estate agent or 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; or
 - (ii) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the contract in the joint names of the purchaser and the vendor and held in that account until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by draft or cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay bank fees on up to three bank cheques at settlement, but the vendor must pay the bank fees on any additional bank cheques requested by the vendor.

12.

Stake holding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides proof, to the reasonable 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 do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the day of sale; and
 - (c) all conditions of the **Sale of Land Act 1962** have been satisfied.

- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13.

GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is a 'farming business':
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14.

Loan

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

15.

Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

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

TRANSACTIONAL

16. Time

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

17. Service

- 17.1 Any document sent by post is taken to have been served on the next business day after posting, unless proved otherwise.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

- 23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 6(1) and 6(2) of the **Sale of Land Act 1962**; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

24. Loss or damage before settlement

- 24.1 The vendor carries the risk of loss or damage to the property until settlement.
- 24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.
- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

SPECIAL CONDITIONS

1. INTERPRETATION

1.1 Definitions

- 1.1.1 **Agent** means the Vendor's agent and/or in conjunction agent referred to in the Particulars of Sale of the Contract.
- 1.1.2 **General Conditions** means the General Conditions contained in Part 2 of the standard form of contract prescribed in the Estate Agents (Contract) Regulations 2008

1.1.3 **Vendors Statement** means the Statement made by the Vendor containing the particulars required by Section 32 of the Sale of Land Act 1962, a copy of which the Purchaser acknowledges receiving before signing this Contract.

1.2 **Headings**

1.2.1 Headings have been inserted for convenience and do not affect the interpretation of the Contract.

1.3 **Joint and Several Obligations**

1.3.1 Where a party comprises two or more persons, an agreement representations or warranty on the part of in favour of the party binds or is for the benefit of those persons jointly and severally and a reference to that person includes a reference to any one or more of those persons.

1.4 **Gender**

1.4.1 Words importing the masculine gender in this Contract includes the feminine and neuter gender and words importing the singular includes the plural as the case may be.

1.5 **Reading Down**

1.5.1 A provision of this Contract which is void, voidable, or unenforceable shall be read down to the extent required to give the provision legal effect.

2. ACKNOWLEDGEMENTS

2.1 The Purchaser acknowledges that prior to the execution of this Contract and prior to his signing any document relating to this sale he has been given by the agent the Vendor's Statement executed by the Vendor.

3. PLANNING RESTIRCTIONS

3.1 The Purchaser buys subject to any restrictions imposed by the Planning Scheme and the Agreements and Covenants recorded on the Certificate of Title affecting the property and any planning controls relating to the property.

3.2 . The Purchaser has relied upon his own enquiries and buys the property subject to all defects whether latent or paten and its present condition and state of repair and cannot call upon the Vendor to repair or rectify any defects in the property or installations/fittings or fixtures.

4. ENTIRE AGREEMENT

4.1 The parties agree and declare that there are no conditions. Warranties, or other terms affecting the sale other terms affecting the sale other than those embodied in this Contract and the Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or the agent except such as are made conditions of this Contract.

5. GENERAL CONDITIONS

- 5.1 General Conditions 23 does not apply to this Contract.

6. GUARANTEE

- 6.1 If the Purchaser under this Contract or any substitute contract pursuant to General Condition 18 hereof is or includes a company not being listed a company listed on an Australian Stock Exchange, the Purchaser shall upon the request of the Vendor procure the execution of a guarantee of the performance of this Contract by each of the directors of any such company within seven (07) days after the date of the Vendor's request.
- 6.2 The failure by any person required under this Contract to execute a guarantee within the time stipulated shall entitle the Vendor to rescind this Contract forthwith by written notice in that regard to the Purchaser, Time shall be of essence of this special condition.

7. FIRB APPROVAL

- 7.1 The acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions & Takeovers Act 1975 (Cth) and is not examinable by the Foreign Investment Review Board:
- 7.2 If the warranty in Special Condition 7.1.1. is breached, the Purchaser will indemnify the Vendor against any penalties, fines ,legal costs, claims, losses or damages which the Vendor suffers as a direct or indirect result of a breach of that warranty.

8. PURCHASERS PROPORTIONS

- 8.1 If there is more than one purchaser, it is the Purchaser's responsibility to ensure this Contract correctly records at the date of sale the proportions in which they are purchasing the property ("proportions").
- 8.2 If the proportions recorded in the Transfer of Land differ from those recorded in this Contract, it is the Purchaser's responsibility to pay any additional stamp duty or other duties which may be assessed as a result of the variation.
- 8.3 The Purchaser fully indemnify the Vendor, the Vendor's agent and the Vendor's solicitors against any claim or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer of Land differing from those in the Contract.
- 8.4 This special condition shall not merge at settlement.

9. AUCTION CONDITIONS

- 9.1 The property is offered for sale by Public Auction, subject to the Vendors' reserve price. The Rules for the conduct of the auctions shall be set out in the schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which may modify or replace those rules.
- 9.2 Unless the Rules specify otherwise and subject to the reserve price imposed by the Vendor, the highest bidder shall be the Purchaser. If any dispute arises concerning bidding the property shall be put up again

at the last undisputed bid. No person shall advance less than the sum named by the auctioneer and no bidding shall be retracted.

- 9.3 The bidder to whom the property is knocked down ("**the Bidder**") shall immediately pay the deposit to the Agent and execute this contract, If at the expiration of 30 minutes after the fall of the hammer the Bidder has failed to pay the deposit and execute the Contract the Vendor may sell the property either by private treaty or auction to any other purchaser. In such an event the Bidder shall have no right to action against the Vendor or the Auctioneer, shall not be entitled to call for a contract of sale and shall have no legal or equitable interest in the property.

10. ACCEPTANCE OF TITLE

- 10.1 General Condition 12.4 is added:

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

- 11 FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING** (applicable to contracts entered into on or after 1 July 2016)

- 11.1 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.
- 11.2 Every vendor under this contract is a foreign resident for the purpose 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.
- 11.3 This special condition only applies if the purchaser is required to pay the commissioner an amount in accordance with section 14-200 (3) or section 14-235 of schedule 1 to the Taxation Administration Act 1953(Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the Taxation and Administration Act 1953 (Cth).
- 11.4 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 represented by non-monetary consideration.
- 11.5 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 obligation in this special condition; and
 - ensure the representative does so.

11.6 The terms of representative's engagement are taken to include instructions to have the vendor's interest and instructions that the representative must:

- pay, ensure payment of the amount to the Commissioner in the manner requires by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with the special condition if the sale of the property settles;
- promptly provide the vendor with poof of payment; and
- otherwise comply, or ensure compliance with , this special condition;

despite:

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

11.7 The representative is taken to have complied with the obligation in this special condition 11.6 if:

- 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
- the amount is included in the settlement statement requiring payment to the commissioner in respect of this transaction.

11.8 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.

11.9 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 Vender warrants that the information the vendor provides is true and correct.

11.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

(d) Section 10(1) of the Sale of Land Act does not apply to this contract in respect of the final location of any easement shown on the Plan of Subdivision.

12.2 The Vendor must:

(a) Use it best endeavors to cause the Plan of Subdivision to be certified by the local council as soon as possible;

- (b) as soon as reasonably practicable after certification, apply to the Registrar of Title for registration of the Plan of Subdivision.
- (c) with all reasonable diligence satisfy any requisition made by the Registrar of Titles; and

13. ELECTRONIC CONVEYANCING

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

--

- 13.1 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 13.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 13.3 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.
- 13.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 13.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 13.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 13.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible --

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 25.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 13.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 13.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (c) 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.
- 13.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

SCHEDULES

SCHEDULE 1

Sch. 1

Regulations 5, 6, 7

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. No bids may be made on behalf of the vendor of the land.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 2

Sch. 2

Regulations 5, 6, 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ONE VENDOR INTENDS TO BID TO PURCHASE

1. The property at this auction is co-owned by two vendors.
One of the vendors intends to bid to purchase the property at this auction from their co-owner. That vendor may make bids personally, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for the other vendor.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 3

Sch. 3

Regulations 5, 6, 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—SOME VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by more than two vendors.
One or more (but not all) of the vendors intend to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.
Only the auctioneer can make a bid for a vendor not bidding to purchase the property.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 4

Sch. 4

Regulations 5, 6, 7

RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND—ALL VENDORS INTEND TO BID TO PURCHASE

1. The property at this auction is co-owned by two or more vendors.
Each of the vendors intends to bid to purchase the property at this auction. They may make bids themselves, or through a representative, but not through the auctioneer.
The auctioneer cannot make a bid at this auction.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendors at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendors will first negotiate with the highest bidder for the purchase of the property.
-

SCHEDULE 5

Sch. 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

DATED

DAY OF

2019/2020

VENDOR'S STATEMENT

(1 Lot Development Sale-With Plans For 1 Unit Development)

Lot _____/9 Gordon Street, Croydon, Vic 3136

Vankish Lawyers
1-5 Tangara Lane, Harkaway, Vic 3806

Tel: 0404 820 895

Fax: 03 8676 1994

Email: sveloo@vankishlawyers.com

Ref: **8934**

Vankish Lawyers

SALE OF LAND ACT (the Act) - SECTION 32

VENDOR'S STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDORS : Resolute Property Investments Pty Ltd

PROPERTIES : Lot _____/9 Gordon Street, Croydon, Vic 3136

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to purchase the above property upon execution of a Contract. You should check as to the availability (and costs) of providing any essential services not connected to the property with the appropriate authorities.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract.

- a. All costs associated with the obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- b. Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- c. Accommodation expenses necessarily incurred by the Vendor
- d. All legal costs and expenses on an indemnity basis (solicitor and client basis) as between the Vendor's Solicitor and the Vendor.
- e. Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.
- f. settlement agency fees, re-attendance fees, cancellation fees of the Vendor's Mortgagee, Conveyancer or Settlement Agents

You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the property.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alteration or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided, acknowledges that he/she is purchasing the property in its present condition and state of repairs (fair wear and tear excepted) and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alteration, or improvements to the property sold.

The property may be located within a Growth Area Infrastructure Contribution (GAIC) scheme. You may as a result be liable to pay a growth area's infrastructure contribution when you purchase this property. The instrument of Transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full, an exemption is given, reduction in part or whole is given, an "in kind" contribution is granted or deferral of the whole or part of the liability is given. Transfer may also be exempted from a growth areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to any potential liability before you commit yourself to buy.

For Residential properties , an owner is required to comply with all existing swimming pool and spas are required to comply with safety requirements pursuant to Part 7 Division 1 of the Building Regulations 2006 and swimming pool maintenance and operation (Regulation 1219 & 1220) under the Building Regulations 2006. If this applies to this property, the Purchaser may at the time of settlement be required to comply with this legislation. The Purchaser will not call upon the Vendor to contribute any cost in so complying with these regulations. More information may be obtained from your Council.

The Purchaser acknowledges being given a copy of this Statement before signing of any Contract and acknowledges that they have read this notice.

1. **RESTRICTIONS** - Details of any registered or unregistered easement, covenant, caveat or other similar restriction affecting the property are set out in this statement or in the attached copies of Title documents if known to the Vendor.

AND the purchaser is to note that there may be sewers, drains, water pipes, underground and or overhead electricity cables, underground and or overhead telephone cables and underground gas pipes (if applicable) laid outside registered easements.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction.

2. **PLANNING AND ROAD ACCESS** –
Details of any planning instruments affecting the land are as per attached certificates and is as follows:

Name:	Maroondah City Council
Responsible Authority :	Maroondah City Council
Zoning and/or Reservation:	Neighbourhood Residential Zone

There is access to the property by road

3. **RATES, TAXES, OUTGOINGS AND STATUTORY CHARGES** - Details concerning any rates, taxes or other similar outgoings (including any Body Corporate charges) and any interest payable on any part of them are attached.
Amounts for which the purchaser may become liable in consequence of the sale: Nil
save for adjustment of outgoings pursuant to the terms of the Contract of Sale.

Total outgoings do not exceed \$5,000.00

4.	SERVICES	Avail.	Connected	Authority
4.1	Electricity	Yes	No	Usual Service Provider
4.2	Gas	Yes	No	Usual Service Provider
4.3	Water	Yes	Yes	Yarra Valley Water
4.4	Sewerage	Yes	Yes	Yarra Valley Water
4.5	Telephone	Yes	No	Usual Service Provider

Such or all of the above services may be disconnected by the Vendor prior to settlement in which case the Purchaser may become liable to pay reconnection fees.

Any costs associated with provision of services to the property shall be borne by the Purchaser and the Purchaser should satisfy itself of any such costs before entering into this Contract.

- 5.1 **BUILDING APPROVALS & INSURANCE** - Building approval has been granted during the past seven years under the Building Control Act 1981 or Building Act 1993 (required only where the property includes a residence).

Not Applicable. (Building Approvals and Insurance for the proposed development to be provided before settlement)

The Purchaser acknowledges that the Vendor makes no representations that the improvements on the land sold or any alteration or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that the Purchasers are purchasing the property in its present condition and state of repairs and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

- 5.2 **GUARANTEE** - Details of an owner-builder under the House Contracts Guarantee Act 1987 in the preceding seven years.

Not Applicable

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovation, alterations or improvement to the property sold.

6. **NOTICES** - Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the property of which the Vendor might be reasonably expected to have knowledge, including:

- 6.1 if there is a Body Corporate, affecting it and its contingent, proposed or other liabilities, including those relating to repairs;
- 6.2 notice of any current land use restriction given in relation to the land under the Agricultural and Veterinary Chemicals (Control of Use) Act 1992 due to

contamination or quarantine or stock order imposed under the Stock Diseases Act 1968 (whether or not the quarantine or order is still in force).

- 6.3 notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986;

None to the Vendors' Knowledge

BUT NOTE: The Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

7. **TITLE** - Copies of relevant parent title documents and plans, Proposed Plan of Subdivision, Building Permit and Planning Permit

8. **SMOKE ALARMS** – The purchaser is to note that all dwellings and units are required to be fitted with self contained smoke alarms in accordance with regulation 5.14 of the Building Regulations 1994 within 30 days after:-

8.1 in the case of a Contract other than a terms contract (as defined in Section 2 of the Sale of Land Act 1962) the date of completion of the Contract; and

8.2 in the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of rents and profits under the Contract.

9. **CORPORATION ACT 2006**

The land will be affected by an Owners Corporation within the meaning of the Owners Corporation Act 2006 details of which will be supplied before settlement.

PLEASE NOTE that where the property is to be sold on terms pursuant to Section 32(2) (f) of the Act and/or sold subject to a mortgage that is not to be discharged by the date of possession (or receipt of the rents and profits) of the property pursuant to Section 32(2) (a) of the Act - then the Vendor must provide an additional statement containing the particulars specified in Schedules 1 and 2 of the Act.

10. **ENERGY EFFICIENCY**

Details of any energy efficiency information required to be disclosed for the sale, lease or sublease of a property for a disclosure affected building or 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 other information-based activities and support facilities for those activities; and

(b) whose area is greater than 2000 sqm

are as follows:

Not Applicable

10. **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)

11. **GROW AREAS INFRASTRUCTURE CONTRIBUTIONS (“GAIC”)**

Not Applicable

12. **SUBDIVISION**

12.1 Unregistered Subdivision

This section 12.1 only applies if the land is subject to s subdivision which is not registered.

Applicable- latest copy of the proposed plan of subdivision is enclosed.

12.2 Staged Subdivision

This section 12.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the Subdivision Act 1988

Not Applicable

12.3 Further Plan of Subdivision

This section 12.3 only applies if the land is subject to a subdivision in respect to which a further plan within the meaning of the Subdivision Act 1988 is proposed.

Not Applicable

DATE OF STATEMENT: / /

Vendor's Signature:

The Purchaser acknowledges being given a copy of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF ACKNOWLEDGMENT: / /

Purchaser's Signature:

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 08156 FOLIO 071

Security no : 124078716307A

Produced 07/08/2019 11:30 AM

LAND DESCRIPTION

Lot 30 on Plan of Subdivision 009245.
PARENT TITLE Volume 06305 Folio 929
Created by instrument A352237 13/06/1957

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RESOLUTE PROPERTY INVESTMENTS PTY LTD of 23 GALLERY PLACE WHEELERS HILL VIC 3150
AQ228865E 09/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AQ228866C 09/09/2017
WESTPAC BANKING CORPORATION

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP716028X 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: 9 GORDON STREET CROYDON VIC 3136

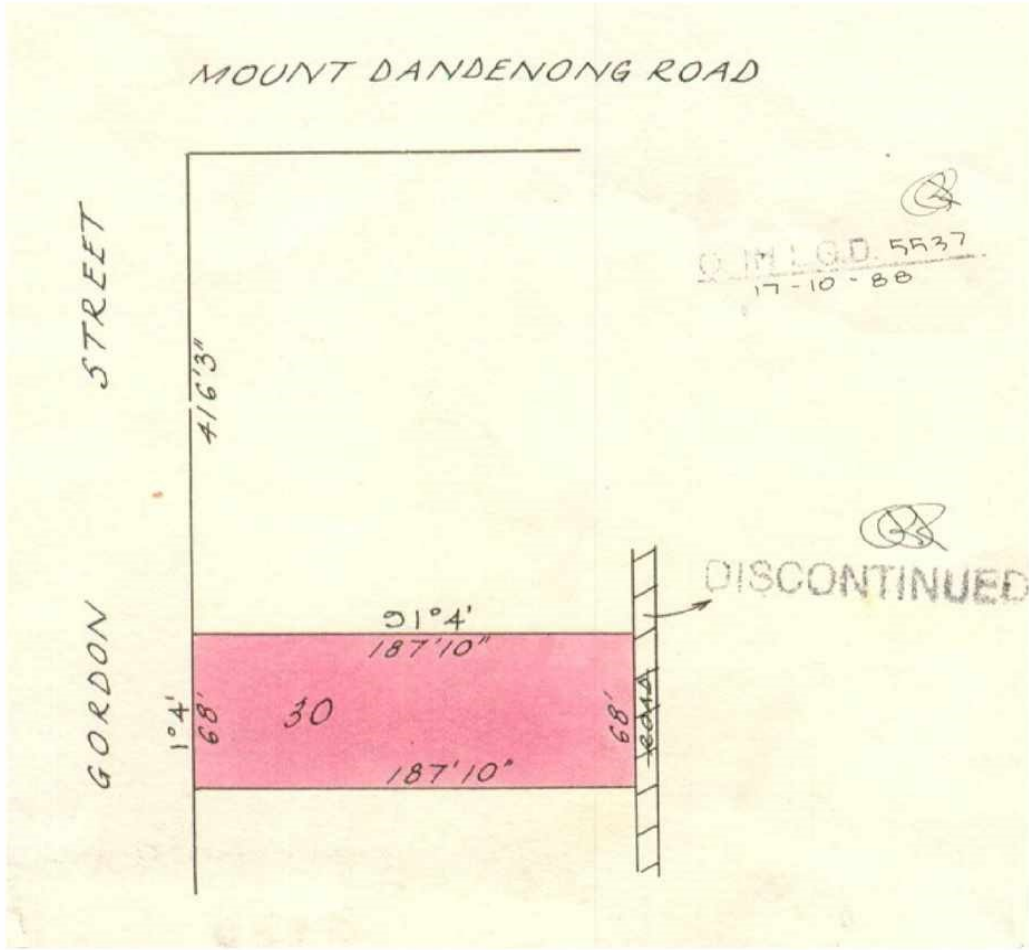
ADMINISTRATIVE NOTICES

NIL

eCT Control 15232S WESTPAC BUSINESS BANKING
Effective from 09/09/2017

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd

TITLE PLAN		EDITION 1	TP 716028X
Location of Land Parish: MOOROOLBARK Township: Section: Crown Allotment: Crown Portion: B (PT) Last Plan Reference: LP9245 Derived From: VOL 8156 FOL 071 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 11/12/2000 VERIFIED: HG	
			
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au on 07 August 2019 11:37 AM

PROPERTY DETAILS

Address: **9 GORDON STREET CROYDON 3136**
Lot and Plan Number: **Lot 30 LP9245**
Standard Parcel Identifier (SPI): **30\LP9245**
Local Government Area (Council): **MAROONDAH**
Council Property Number: **202779**
Planning Scheme: **Maroondah**
Directory Reference: **Melway 51 B5**

www.maroondah.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/maroondah

This property has 2 parcels. For full parcel details get the free Basic Property report at [Property Reports](#)

UTILITIES

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

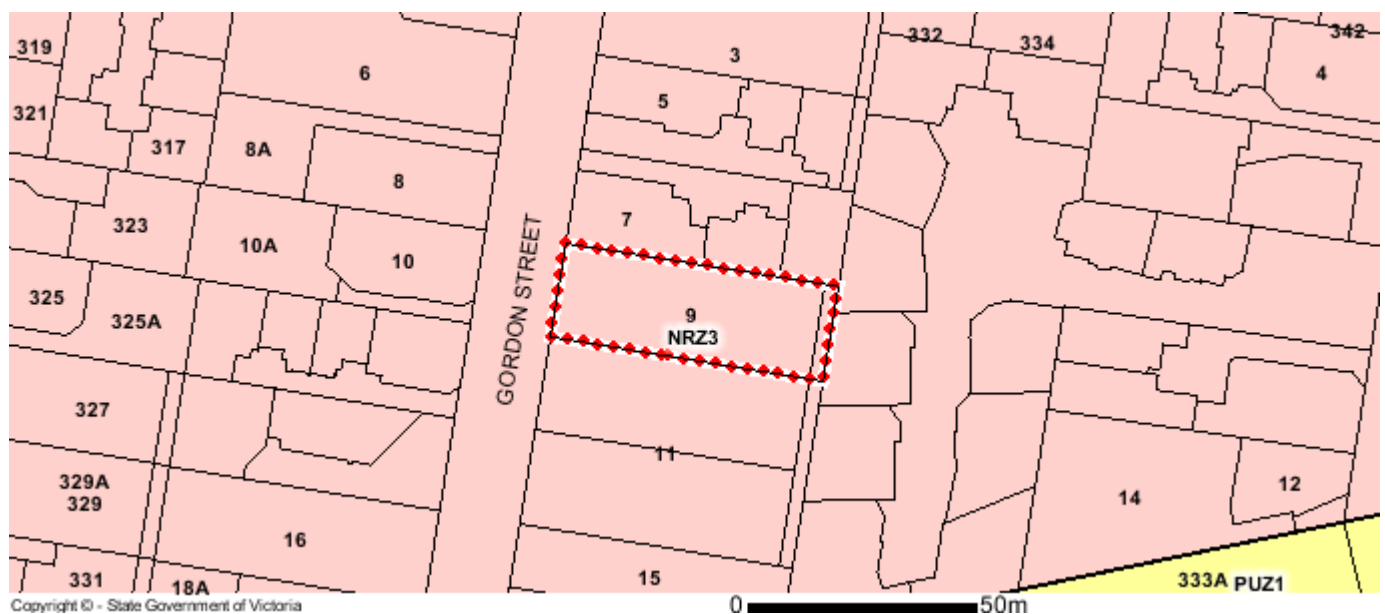
STATE ELECTORATES

Legislative Council: **EASTERN METROPOLITAN**
Legislative Assembly: **CROYDON**

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 \(NRZ3\)](#)



NRZ - Neighbourhood Residential **PUZ1 - Public Use - Service & Utility**
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-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: 9 GORDON STREET CROYDON 3136

Page 1 of 4

Planning Overlay

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 (SLO3)



 SLO - Significant Landscape


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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



 HO - Heritage

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

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-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).

Further Planning Information

Planning scheme data last updated on 29 July 2019.

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>

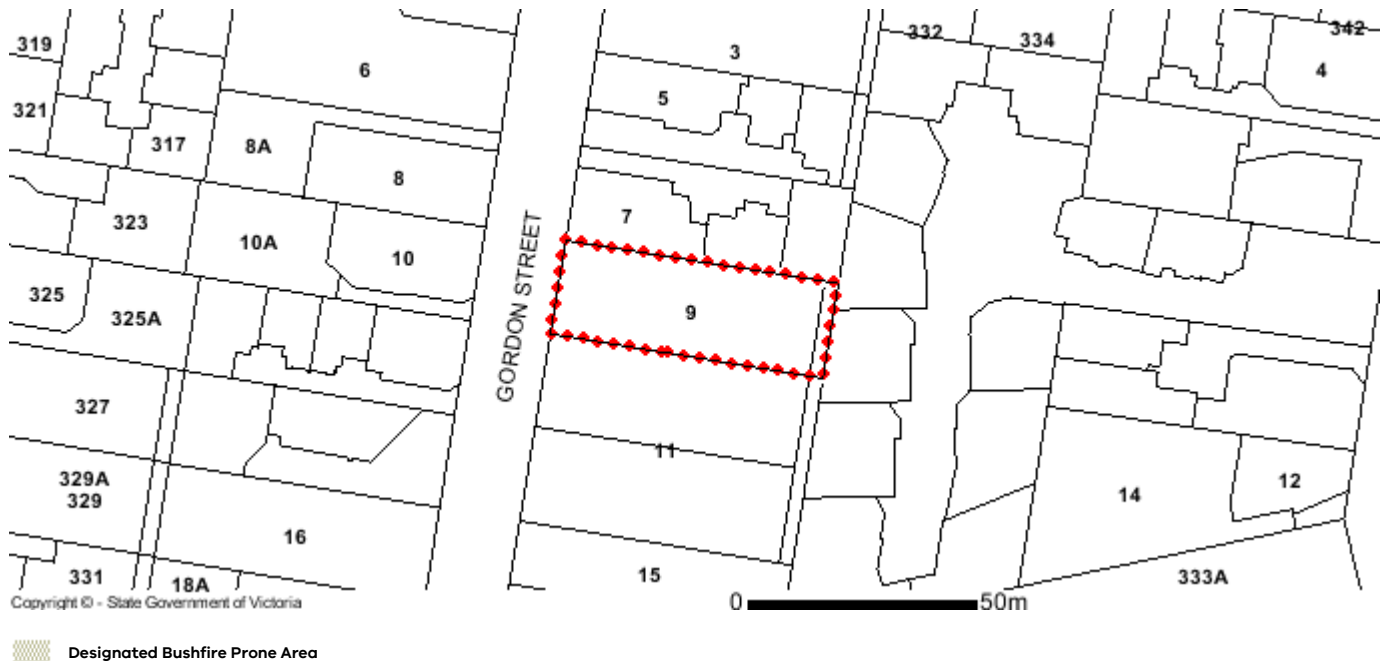
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Area

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



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

PLANNING PERMIT



Permit No. : M/2016/516

Page 1 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

Address of the land:

9 Gordon Street, Croydon

The permit allows:

Construct a new two storey dwelling behind the existing dwelling, in accordance with the endorsed plans.


The following conditions apply to this permit:

1. Amended plans required

Before any buildings and works or use start (whichever is the sooner), plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans dated 20 July 2016, but modified to show:

- (a) Location of windows for Dwelling 1
- (b) A notation on the development plans identifying the shared accessway
- (c) A 500 mm high screen (perforated panel or trellis, not more than 25% transparent) to be positioned above the rear boundary (eastern) fence line. The screen must be self supporting, permanent, fixed and durable, and designed and coloured to blend in with the development.
- (g) An annotation to indicate that the mailbox will be constructed to Australia Post standards, clear of the splay area, or if within the splay area, constructed to be no more than 900mm in height
- (h) location of the proposed mailbox
- (i) Provision of 6 m³ of storage for Unit 2
- (j) landscaping in accordance with condition 10;

Date issued : 30-Aug-2016

Signature for the
responsible authority: 

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 2 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

- (k) construction details of all parking areas and access lanes; a 3 metre wide sealed access way, must be provided and the existing concrete driveway must be removed.
- (l) low impact construction methods to be applied to all construction and pavements within the Tree Protection Zones of Trees 1 and 2 as defined by Council;
- (m) height and type of all retaining walls

2. Layout not altered – development

The development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

3. Construction plans for paving required

Before any building or works start, construction plans for all parking areas and access lanes must be submitted to and approved by the Responsible Authority. The construction plans must be consistent with the endorsed site layout, development plans and landscaping plans.

4. Car park and access lanes

Before the use starts or the development is occupied (whichever occur first), the area(s) set aside for the parking of vehicles and access lanes as shown on the approved plan must be:

- (a) Surfaced with an durable all-weather seal;
- (b) Drained to the nominated legal point of discharge; all to the satisfaction of the Responsible Authority;
- (c) Constructed a minimum 3 metres wide;
- (d) Constructed at current grade, to the satisfaction of Council's Planning and Engineering Departments.

Date issued : 30-Aug-2016

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 3 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

5. Construction of Vehicle Crossing

Before the development is occupied, the owner must at its cost construct a concrete vehicular crossing at right angles to the road to suit the proposed driveway to the satisfaction of the Responsible Authority. The vehicle crossing must be a minimum 1.0 m offset from any existing tree or utility service assets.

6. Car parking to be kept available

Car spaces, access lanes and driveways shown on the endorsed plans must be kept available for these purposes at all times.

7. Construction plans for drainage required

Before any building or works start, drainage plans including calculations prepared by a suitably qualified person to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. The Drainage Plans must:

- (a) Show all drainage works associated with the development including any drainage works required beyond the boundaries of the land;
- (b) Show the nominated legal point of discharge;
- (c) Convey stormwater runoff by means of underground drains to the nominated legal point of discharge.
- (d) Prevent overland flows from having a detrimental effect on the environment or adjoining properties;
- (e) Limit the permissible Site Discharge (PSD) to the equivalent of a 35% impervious site coverage, or the pre-developed discharge rate if it is less than 35% impervious site coverage, to the satisfaction of the Responsible Authority;
- (f) Provide appropriate stormwater detention storage for a 20 Year ARI storm event to limit the maximum discharge rate to the PSD; and

Date issued : 30-Aug-2016

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 4 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

8. Drainage works required

Before the development is occupied, the drainage and associated works shown on the Drainage Plans must be constructed in accordance with those plans to the satisfaction of the Responsible Authority. Within 14 Days of the completion of the works, certification by a suitably qualified engineer must be submitted to the Responsible Authority certifying that works have been completed in accordance with the Drainage Plans.

9. Control Sediment Laden Run Off

During the construction of the development, methods to control sediment laden runoff as described under 'Best Practice Environmental Management Guidelines for Urban Stormwater' or similar must be implemented and used to minimise sediment laden runoff and stormwater pollution from leaving the land to the satisfaction of the Responsible Authority.

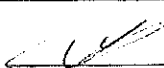
For example, prior to the commencement of work, sandbags, sediment fences and/or hay bales must be used to surround drains and the perimeter of sloping land. This will reduce the potential for sediment being washed off-site and polluting the stormwater system.

10. Landscape plan

Before the development starts, a landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the landscape plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The plan must show

- (a) a survey (including botanical names) of all existing vegetation to be retained and/or removed;
- (b) buildings and trees (including botanical names) on neighbouring properties within three metres of the boundary;
- (c) details of surface finishes of pathways and driveways;

Date issued : 30-Aug-2016

Signature for the
responsible authority: 

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 5 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

- (d) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
- (e) landscaping and planting within all open areas of the site;
- (f) a tree protection zone and structural root zone for each tree to be retained.
- (g) An annotation to state that if services are required within the TPZ of each tree, that they will be bored at a depth of no less than 600mm or alternatively; dug by hand to leave the root system intact

All species selected must be to the satisfaction of the Responsible Authority.

11. Landscaping completion

Before the use starts or the development is occupied, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

12. Landscaping maintenance

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.

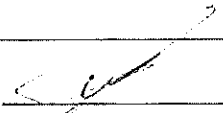
13. No vegetation removal

Unless with the prior written consent of the Responsible Authority, no vegetation shown on the endorsed plans to be retained may be felled, lopped, topped, ringbarked or otherwise destroyed or removed.

14. Watering system

A watering system must be installed which is capable of adequately watering all of the areas set aside for landscaping, to the satisfaction of the Responsible Authority.

Date issued : 30-Aug-2016

Signature for the
responsible authority: 

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended.
Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 6 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

15. Tree protection fence

Before the development (including demolition and any site works) starts, a tree protection fence must be erected around Trees 1 and 2 at a reasonable radius (allowing for access requirements) from the base of the trunks to define a 'Tree Protection Zone'. The fence must be constructed of star pickets and chain mesh or similar to the satisfaction of the Responsible Authority. The tree protection fence must remain in place until construction is completed. During the construction of the development, the ground surface of the Tree Protection Zone must be covered by a 100 mm deep layer of mulch and watered regularly to the satisfaction of the Responsible Authority.

16. Tree protection zone

Unless with the prior written consent of the Responsible Authority, the following must not occur within the Tree Protection Zone:

- (a) Vehicular or pedestrian access;
- (b) Trenching or soil excavation;
- (c) Storage or dumping of materials, tools, equipment or waste.

17. Works in tree protection zone

Any development (including works) within a Tree Protection Zone must be undertaken to the satisfaction of the Responsible Authority and supervised by a suitably qualified arborist.

18. Time limit – development only

This permit will expire if one of the following circumstances applies:

- (a) the development is not started within two years of the date of this permit; or
- (b) the development is not completed within four years of the date of this permit.

Date issued : 30-Aug-2016

Signature for the
responsible authority:

A handwritten signature in black ink, appearing to be 'J. P. ...', written over a horizontal line.

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 7 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six months afterwards if the development has not yet started, or within 12 months afterwards if the development has lawfully started before the permit expires

NOTES:

Permit Notes:

Submission of Condition 1 amended plans

- Three full size copies (ie A1) must be provided.

Landscape Plans:

- Landscape Plans, Tree Management Plans and Offset Management Plans must be submitted for assessment by Council as hardcopies.
 - Landscape Plans – three full size copies (ie. A1 must be provided.)
 - Tree Management Plans and Offset Management Plans – A4 size and in colour if required.
- Following assessment, Council may seek changes to plans in order to ensure that permit requirements are met.
- Landscaping works must be completed prior to occupation of the dwellings. Please telephone 9298-4287 to arrange inspection of the landscaping works.

Engineering:

Legal Point of Discharge Required

Before any building or works start, a legal point of discharge (LPD) is to be obtained in accordance with Building Regulation 610. A copy of the LPD must be submitted with the Engineering plans. Requests for an LPD must be made via Maroondah City Council's Property Information application form, which incurs a fee in accordance with the Building Regulations and is available on Maroondah City Council's website and at all Customer Service outlets.

Date issued : 30-Aug-2016

Signature for the
responsible authority: _____

NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLANNING PERMIT



Permit No. : M/2016/516

Page 8 of 8

Planning scheme : Maroondah Planning Scheme

Responsible authority : Maroondah City Council

Asset Protection Permit Required

Before any building or works start, an Asset Protection Permit must be obtained from Council. Council infrastructure must be maintained in a safe condition during the construction period. Any damage caused by these works to Council assets must be reinstated to the satisfaction of the Council prior to the completion of works.

Paving & Drainage Plan Requirements

Information regarding Council's requirements for the preparation of paving and drainage plans can be found on Council's website:

www.maroondah.vic.gov.au/DevelopmentDesignGuidelines.aspx

Date issued : 30-Aug-2016

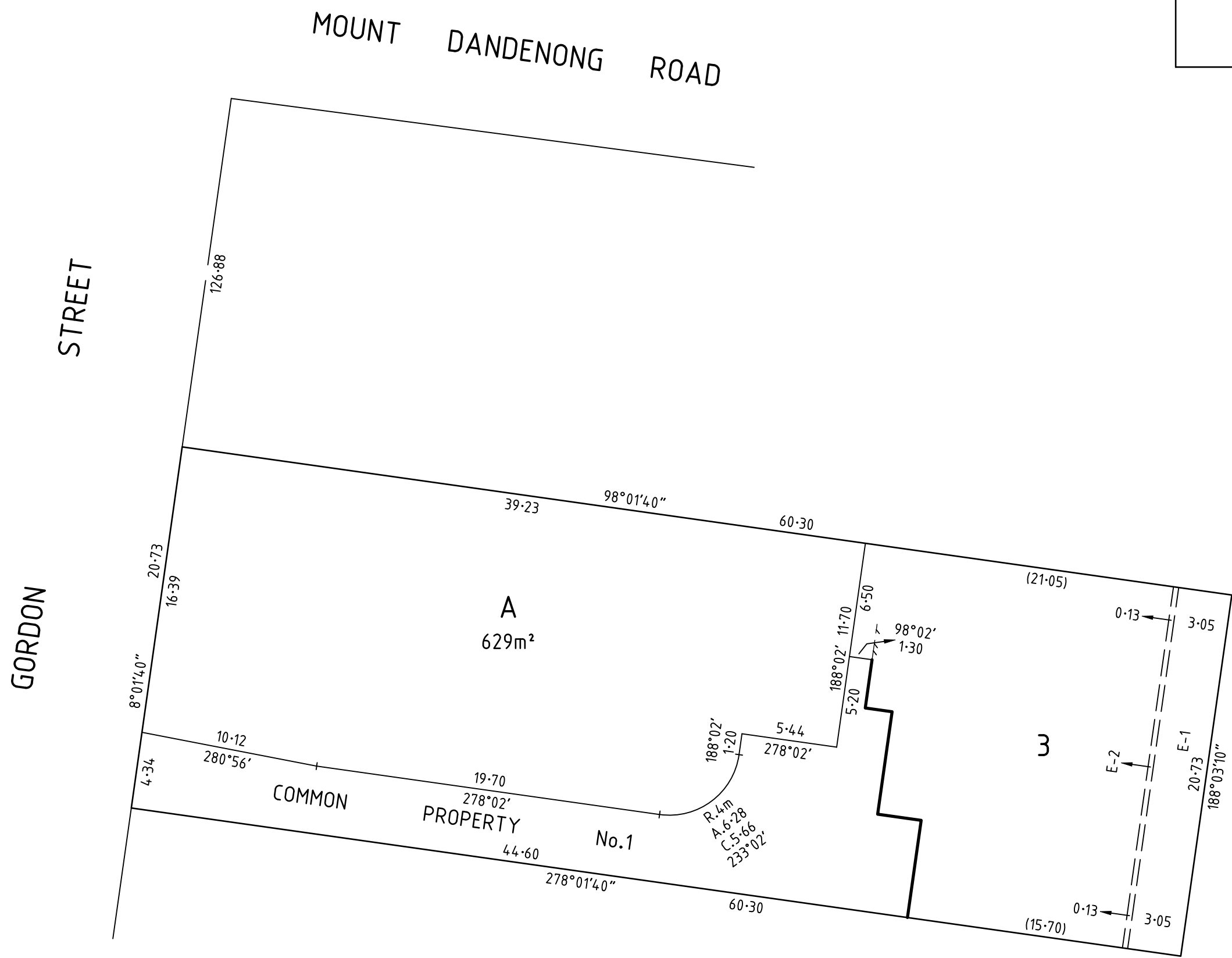
Signature for the
responsible authority:

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

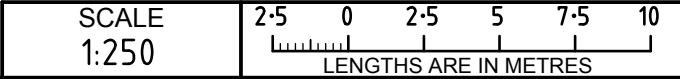
NOTE: Under Part 4, Division 1A of the Planning and Environment Act 1987, a permit may be amended. Please check with the responsible authority that this permit is the current permit and can be acted upon.

PLAN OF SUBDIVISION				EDITION 1		PS826039R	
LOCATION OF LAND				MAROONDAH CITY COUNCIL			
PARISH:		MOOROOLBARK					
CROWN PORTION:		B (PART)					
TITLE REFERENCE:		VOL.8156 FOL.071 VOL.9909 FOL.233					
LAST PLAN REFERENCE:		LOT 30 ON LP9245 LOT 1 ON TP649313V					
POSTAL ADDRESS: (at time of subdivision)		9 GORDON STREET CROYDON, 3136					
MGA CO-ORDINATES (at approx centre of land in plan)		E: 349 600 N: 5814 860		ZONE: 55 GDA 2020			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: Exterior face: All boundaries. 			

PS826039R



MGA2020 ZONE 55



Millar | Merrigan

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

SURVEYOR'S REF: 22981S1 5/08/2019

LICENSED SURVEYOR
L. K. SIMMONS
VERSION NO. 6
This is not a digitally signed plan.

ORIGINAL SHEET
SIZE: A3

SHEET 2

OWNERS CORPORATION SCHEDULE

PS826039R

Owners Corporation No.

1

Plan No.

PS826039R

Land affected by Owners Corporation

Lots: All of the lots in the table below

Common Property No.: 1

Limitations of Owners Corporation:

Unlimited

Notations

Totals		
	Entitlement	Liability
This schedule	150	150
Balance of existing OC	0	0
Overall Total	150	150

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
A	100	100
3	50	50

Millar | Merrigan

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Land Development Consultants

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

Surveyors file reference: 22981S1

SHEET 1 OF 1

ORIGINAL SHEET
SIZE: A3

L. K. SIMMONS Version 6

FORM 2
Building Act 1993 Building Regulations 2006, Regulation 313
BUILDING PERMIT No. BSU33771.201802523.0
ISSUED 14/03/2018

Issued to

Owner/Agent of owner: Komal Desai
Postal address: 2, 18 Benwerrin Road, SURREY HILLS VIC 3127
Contact person: Komal Desai
Mobile: 0416 222 513
Fax:

Ownership Details

Owner: Resolute property investment Pty Ltd
Postal address: 1, 224 Foote street, TEMPLESTOWE VIC 3106
Contact Person: Vishal Doshi
Mobile: 0422 800 802

Property details

9 Gordon Street, CROYDON 3136
Lot/s 30 LP/PS 9245 Volume 8156 Folio 071
Crown allotment N/A Section N/A Parish N/A County N/A
Municipal District Maroondah City Council Unique Property Identifier 30\LP9245

Builder

Name: Anup Kalsi
Postal address: 13 Rhonda Close, ENDEAVOUR HILLS VIC 3802
Contact Person: Anup Kalsi
Mobile: 0473 130 250

Details of building practitioners and architects

a) who are engaged in the building work

Type	Registration Number	Name	Company
Builder	DBU19022	Anup Kalsi	Anup Kalsi

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

Type	Registration Number	Name	Company
Drafting	DP1609	Andrew Ramage	
Civil Engineer	EC36632	Craig Shackelford	Shackelford Consulting Engineers

Details of domestic building work insurance

The issuer or provider of the required insurance policy is Victorian Managed Insurance Authority

Details of relevant planning permit

Planning permit no. M/2016/516 Date of grant of planning permit. 30/08/2016

Nature of building work

Construction of double storey dwelling and garage
Stage of building work permitted All
Cost of building work \$465,000 Total floor area of new building work 200m2

Building classification

Nature of Works	Building Classification	Part of Building
New Building	1ai	Unit 2
New Building	10a	Unit 2's Garage
New Building	10a	Unit 1's Garage

Occupation or Use of building:

An Occupancy Permit is required prior to the occupation or use of this building

Commencement and completion:

This building work must commence by: **14/03/2019**
This building work must be completed by: **14/03/2020**

Inspection requirements

The mandatory notification stages are:

Prior to placing a footing Pads
Prior to placing a footing Strip footing
Prior to placing a footing Stump holes
Completion of framework - subfloor
Completion of framework Timber frame
Final upon completion of all building work

Conditions

This permit is subject to the following conditions:

- A sign must be displayed on the allotment during construction showing the Building Permit number, the date it was issued, the Builder's and Building Surveyor's registration numbers and contact details.
- All relevant Planning conditions must be complied with.
- Each mandatory inspection stage is to be inspected and approved before works may proceed.
- Protection from subterranean termites is to be provided in accordance with NCC 2016 and AS 3660.1 – Durable notice to be fixed in meter box.
- The dwelling is to be provided with a rainwater tank having a minimum capacity of 2,000 litres, a catchment area from a roof of a least 50m² and be connected to all sanitary flushing.
- This building permit includes up to 5 mandatory inspections. Any additional inspections will incur additional fees.
- Where timber trusses are specified, 3 copies of the truss computations, layout plan & designer's certificate must be provided for approval prior to the frame inspection stage.
- Upon completion of subdivision, the building surveyor is to be notified in writing, within 14 days.

Relevant building surveyor

Name: Lloyd Lewis

Registration No. BSU33771

Signature: _____

NOTES

- Note 1: Under regulation 318, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
- Note 2: Under regulation 317, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3: Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16 000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.

CITY OFFICES

Braeside Avenue Ringwood
Telephone: 1300 882 233 Facsimile: (03) 9298 4345
Revenue Office is situated at Civic Square Croydon

REALM

179 Maroondah Hwy Ringwood

CROYDON CENTRE

Civic Square Croydon

**City Council**

AUN 08 006 022 719

ISSUE DATE

06/05/2019

ASSESSMENT NUMBER

121219 0

REFERENCE NUMBER

0012121901

PROPERTY ADDRESS

9 Gordon Street, Croydon VIC 3136

PROPERTY DESCRIPTION

Lot 30 LP 9245, Lot 1 TP 649313



Resolute Property Investments Pty Ltd
1/224-226 Foote St
TEMPLESTOWE VIC 3106

029
002554
R1_2823**INSTALMENT NOTICE****SITE VALUE**

965,000

CAPITAL IMPROVED VALUE

965,000

NET ANNUAL VALUE

48,250

FOURTH RATE INSTALMENT DUE: \$579.80

Please note: Payments made after 29/04/2019 are not included on this notice

**PLEASE SEE BACK FOR INFORMATION ON HOW TO PAY THIS ACCOUNT**

1.



Billir Code: 118992
Ref. No: 0012121901

2. Internet

3. Telephone
(1300 900 765)

4. In Person



5. Mail Bag



Billir Code: 118992
Ref No: 0012121901



For emailed notices:
maroondah.enotices.com.au
Reference No: 3E0C72E0BR



Ratepayer Resolute Property Investments Pty Ltd
Property Address: 9 Gordon Street, Croydon VIC 3136
Reference No: 00121219 01

**in person**

*481 01 00000120 0012121901

FOURTH RATE INSTALMENT
\$579.80
Due 31/05/2019

+00000000012121901+ +0000000000000000+ +001860+ +00000000000000+ +333+

Quarterly Bill**Enquiries 1300 304 688****Faults 13 2762** (24hrs)Account Number **32 8717 9164**Invoice Number **3287 6996 78455**RESOLUTE PROPERTY INVESTMENTS PTY LTD
UNIT 1/224-226 FOOTE ST
TEMPLESTOWE VIC 3106**Tax Invoice** emailed to vishalbdoshi@gmail.com 20 Feb 2019**Total Due** **\$156.68****Due Date** **12 March 2019**

Need more time to pay?

[Request online](#) or call 1300 304 688.**ACCOUNT SUMMARY****9 GORDON ST, CROYDON****Property Number 1379 243**, LP 9245

Product/Service	Amount
Water Supply System Charge	\$19.20
Sewerage System Charge	\$112.64
Yarra Valley Water Total	\$131.84
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$24.84
TOTAL (GST does not apply)	\$156.68

PAYMENT SUMMARY

Last Account	\$160.16
Paid/Adjusted	-\$160.16
Balance	\$0.00
Total this Account	+\$156.68
Amount Due	\$156.68

WATER USAGENo Water Usage
has been charged
on this account.

*3042 328769967845 5

To claim an automatic concession on your account, update your details at yvw.com.au/online
or call 1800 680 824. Please see reverse for details.**Payment Slip**Account Number **32 8717 9164**Invoice Number **3287 6996 78455****Total Due** **\$156.68****Due Date** **12 March 2019**

ACCOUNT DETAILS


The Water Supply System Charge from 01 Jan 19 to 31 Mar 19 is a fixed charge of \$19.20 per property based on a daily rate.


The Sewerage System Charge from 01 Jan 19 to 31 Mar 19 is a fixed charge of \$112.64 per property based on a daily rate.


Waterways and Drainage Charge from 01 Jan 19 to 31 Mar 19.

This charge is collected on behalf of Melbourne Water and used to manage and improve waterways, drainage and flood protection. The charge is billed at a flat rate for each separate occupancy on a rateable property or for vacant land. For information about the charge and the projects it funds in your region, visit melbournewater.com.au/localupdates.


ADDITIONAL INFORMATION


 **If you are buying or selling a property**, you don't need to contact us. Your conveyancer or solicitor will manage your water account through the settlement process.

 **Payment Assistance** is available if you are having difficulty paying your account, call 1800 994 789.


 **Concessions** are available to eligible customers. To register, change or check your concession details, go to yvw.com.au/online or call 1800 680 824. We require your consent to confirm your eligibility with Centrelink or the DVA.

 **Large Print and Braille** accounts call 1300 304 688.

 **Privacy Statement** Yarra Valley Water collects personal information for the purposes of providing water and related services and products, promoting such services and products and market research. We may disclose your personal information to our contractors for these purposes and other third parties including Melbourne Water and the Minister for Environment, Climate Change and Water relating to Parks Victoria services. You may request access to your personal information that we hold by writing to the Privacy Officer at Private Bag 1, Mitcham VIC 3132. Please note we may charge you the reasonable cost of providing you with access to your personal information.


 **Hearing Impaired Customers** contact the National Relay Service on 133 677 or visit relayservice.gov.au. This is a 24 hour service for TTY customers.


For language assistance

	العربية	1300 914 361	Ελληνικά	1300 931 364
	廣東話	1300 921 362	普通话	1300 927 363

For other language assistance, please call **ezispeak**.

Македонски	1300 976 224	Hrvatski	1300 976 224
한국어	1300 976 224	Српски	1300 976 224
فارسی	1300 976 224	Türkçe	1300 976 224
Italiano	1300 976 224	Tiếng Việt	1300 976 224

 **Yarra Valley Water** is pleased to help you if you have a question about water services. Please call **1300 304 688** or visit our website at yvw.com.au or email enquiry@yvw.com.au

 **Have a complaint?** If you would like to talk to us about an unresolved issue, call **1800 051 379**.

HOW TO PAY

Account Number: 32 8717 9164 Invoice Number: 3287 6996 78455

**YARRA VALLEY
ONLINE
WATER**

Manage your water account easier, faster and more securely than ever before. Register your account at yvw.com.au/online

**B
PAY**

Billers Code: 344366
Ref: 328 7179 1641

**DIRECT
DEBIT**

Direct Debit your account automatically, call 1300 304 688 or visit yvw.com.au/directdebit

Pay by credit card 24/7 at yvw.com.au/paying or on 1300 362 332. To get an email receipt, pay via your **online account**.  

**POST
billpay**

Billpay Code: 3042
Ref: 3287 6996 78455

Pay in Person at any post office (Cash or Cheque), phone 13 1816 or go to postbillpay.com.au



Use Centrepay to arrange regular deductions from your Centrelink payment. Call Yarra Valley Water on 1300 304 688 to discuss how to set up a payment arrangement.



Mail a Cheque with this portion of the account to: Yarra Valley Water, GPO Box 2860 Melbourne VIC 3001



Check your account balance or **request more time to pay** at yvw.com.au/extend or call 1300 304 688.

Amount Due **\$156.68**

Amount Paid

Date Paid

Receipt Number

Due Diligence Checklist

What you need to know before buying a residential property

Before buying 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 consumer.vic.gov.au/duediligencechecklist.

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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.