

DATED

2024

Kulvinder Singh Randhawa

to

CONTRACT OF SALE

Property: 23 Niloma Street, Clyde North VIC 3978

**PRESTIGE LAWYERS
47 Riverstone Bvd Clyde North VIC 3978**

Email: info@prestigelawyers.com.au

Tel: 03 5998 0918
Fax: 03 9923 6050

Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)
In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR/s:

..... on/...../2024

Print name(s) of person(s) signing: Kulvinder Singh Randhawa

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

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Particulars of sale

Vendor's estate agent

Name: HQ Sales t/as AREA SPECIALIST CASEY
Address: 142 High Street, Cranbourne VIC 3977
Email: hsingh@areaspecialist.net.au
Tel: 0406 676 197

Vendor/s

Kulvinder Singh Randhawa

23 Niloma Street, Clyde North VIC 3978

Vendor's legal practitioner or conveyancer

Prestige Lawyers

47 Riverstone Bvd Clyde North VIC 3978

Email: info@prestigelawyers.com.au

Tel: 03 5998 0918

Fax: 03 9923 6050

Ref: **2024/1874**

Purchaser

Name:

.....

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot on plan
Volume 12188 Folio 605	Lot 1427 of PS820074W

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

Property address

The address of the land is: 23 Niloma Street, Clyde North VIC 3978

Goods sold with the land (general condition 6.3(f))

All fixed floor coverings, fixtures and fittings of permanent nature as inspected at the time of sale.

Payment

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

Deposit bond

☐ ~~General condition 15 applies only if the box is checked~~

Bank guarantee

☐ ~~General condition 16 applies only if the box is checked~~

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

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

OR

☐ ~~a residential tenancy for a fixed term ending on~~

OR

☐ ~~a periodic tenancy determinable by notice~~

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building Inspection (general condition 21)

☐ This contract is subject to Building inspection

Pest Inspection (general condition 22)

☐ This contract is subject to Pest inspection

Special Conditions

Instructions: It is recommended that when adding special conditions:

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

1. Purchaser acknowledgements

The purchasers acknowledge that they are purchasing the property as a result of their own enquiries and inspection and not relying upon any representation made by the vendor or any other person on the vendor's behalf. The Purchaser hereby accepts the property:

- (a) In its present condition and state of repair;
- (b) Its present fixtures and fittings;
- (c) Subject to all defects latent and patent;
- (d) Subject to any infestations and dilapidation;
- (e) Subject to all existing water, sewerage, electrical services and connections, gas services and connections, telephone services and connections, drainage and plumbing services and connections in respect of the property; and
- (f) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser shall not seek to terminate, rescind, make any objection, requisition, claim for compensation, rectification of any defects, etc arising out of any of the matters covered by this clause.

- (g) Loss or damage before settlement

General conditions 31.4, 31.5 and 31.6 are removed from this contract.

Should the property not be in the condition it was at the date of sale the onus will be on the purchaser to demonstrate the condition at the date of sale before any action will be taken by the vendor or their representatives to rectify same and the purchaser must not delay settlement.

2. Loan

General condition 20 is replaced with:

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract on the vendor on the approval date or any later date allowed by the vendor and provides the vendor and/or the vendors representatives with evidence that they did everything possible to comply with this condition and finance was not approved; and

The vendor will require:

- i. evidence by way of a confirmation letter from the financial institution confirming finance has been rejected;
 - ii. Evidence that the loan was immediately applied for;
 - iii. Evidence that all request of the financial institution were compiled within a reasonable manner;
 - iv. Authorisation to contact the financial institution to confirm the accuracy of the information provided; and
 - v. Any other information the vendor may require to determine this condition was complied with.
- (d) is not in default under any other condition of this contract when the notice is given.

The purchaser may be in default of the contract even if a default notice has not yet been issued.

3. Settlement Reschedule/Variation

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative's reasonable costs being \$220.00(inclusive GST) for additional costs and disbursements.

4. IF Sale Subject to Lease

If the land is sold subject to but with the benefit of the tenancies referred to in this contract (The said tenancies) the following condition in this special condition will apply.

- 4.1 Until the payment of the residue of the purchase monies, the vendor may in the ordinary course of business take proceedings in respect of the said tenancies to secure payment of any outstanding monies and to do all things which may be necessary or ancillary to the proper management of the land.
- 4.2 The purchaser shall from the settlement date observe and perform all the obligations of the vendor as landlord contained and implied in the said tenancies referred to in this special condition and shall indemnify the vendor from all damages costs, expenses, and liabilities which the vendor may incur or suffer as a result of any breach thereof after the settlement date.
- 4.3 Notwithstanding section 141 (1) of the property law act 1958, the vendor shall retain all rights to recover rent (which are recoverable from the tenant) which relate to any period prior to the settlement date and to the extent such retention is ineffective the purchaser shall at the request and expense of the vendor exercise his rights under section 141 (2) of the said act for the benefit of the vendor.
- 4.4 For the avoidance of doubt, it is hereby agreed that the provision of that special condition shall entitle the vendor to recover all rent and shall bear and pay all outgoings up to the settlement date.
- 4.5 The purchaser shall not be entitled to make any objection or make any claims under this contract or otherwise terminate or rescind this contract because of the tenants referred to in the contract shall have vacated the residence situated upon the land occupied by them at the date of this.

5. Guarantee

General condition 3 is replaced with:

If the Purchaser shall be or include a Company, the signatory or signatories warrant that they have authority to sign this Contract on behalf of the Company. In addition, the Company will simultaneously with the execution of this Contract, ensure that each of its directors sign the Guarantee annexed to this Contract. If the duly executed Guarantee is not delivered to the Vendor or the Vendor's legal practitioner by no later than seven (7) days from the Day of Sale, the Purchaser will be deemed to be in default under this Contract, and the Contract will be voidable at the discretion of the Vendor.

6. Christmas & New Year Period

6.1. If settlement has not taken place on or before 24 December in the calendar year in which settlement is agreed to occur, then both parties agree that settlement will be set on 10 January or after of the following calendar year.

6.2. Neither party may issue a Default and/or Rescission Notice on the other party between the period of 24 December in the calendar year in which settlement is set and 10 January of the following calendar year, or make any objection, requisition or claim for compensation arising from or in connection with the failure to complete settlement under this Special Condition.

7. Swimming Pool/Spa(As applicable)

If the property sold includes a swimming pool/Spa as defined in R.S. 13(i) of the Building Regulations 1994 ("the Regulations") in respect of which suitable barriers as defined in R.5.13 of the Regulations have not been provided. then the purchaser does hereby acknowledge agree and declare that it shall be the purchaser's responsibility at his sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority within the time prescribed in the Regulations.

8. General Conditions excluded or Varied.

General Conditions 3, 6.1, 12,15,16, 20, 23, 28, 30, 31.4 to 31.6,

General condition 31.3 is amended by deleting the words "but may claim compensation from the Vendor after Settlement."

9. Solar Panels (As applicable)

The purchaser acknowledges that there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;

- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

10. special conditions for Land tax and Windfall gains Tax

For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

11. Special Conditions

The Purchaser and the Vendor agree that if it is found that there is any inconsistency between the provisions set out in the General Conditions and the Special Conditions herein, then save and except for manifest error, to the extent of any inconsistency the Special Conditions will prevail and have priority over the General Conditions

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the Building Act 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

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

12. BUILDING WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the Sale of Land Act 1962; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

In consideration of the Vendor selling to the Purchaser at the Purchaser's request the property described in the Contract for the price and upon the terms and conditions set out in the Contract, the Guarantor **COVENANTS AND AGREES** with the Vendor that:

1. If at any time the Purchaser defaults in the payment of the purchase money or residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the Contract or any substituted Contract or in the performance or observance of any term or condition under the Contract or any substituted Contract to be performed or observed by the Purchaser the Guarantor;
 - (a) will immediately on demand by the Vendor pay to the Vendor the whole of the purchase money, the residue of purchase money or other monies which will then be due and payable to the Vendor, and
 - (b) will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser.
2. This Guarantee will be a continuing guarantee and will not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the Contract or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing the Guarantor.
3. Words importing the singular number will include the plural number and words importing the plural number will include the singular number and words importing the masculine gender will include the feminine and/or a corporation as the case may require. Where there is more than one Guarantor, the obligation arising under this Guarantee will bind each Guarantor jointly and severally.
4. A reference to a party includes that party's successors, transferees and assigns.
5. No time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.
6. For the purpose of this Guarantee and Indemnity the words set out in the Schedule will have their corresponding meaning.

SCHEDULE

Vendor: KULVINDER SINGH RANDHAWA

Purchaser:

The Contract: The following Contract of Sale between the Vendor and the Purchaser:

Dated:

Property: 23 NILOMA STREET, CLYDE NORTH

Certificate of Title: Volume 12188 Folio 605

Guarantor 1: Name:

Address:

Guarantor 2: Name:

Address:

DATED: this day of 2024

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

)
)
)
)
)
)
)

.....
Signature of Guarantor 1

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of:

Signature of Witness

)
)
)
)
)
)
)

.....
Signature of Guarantor 2

GST WITHHOLDING NOTICE – NO PAYMENT REQUIRED

Affective of the 1 July 2018, purchasers of new residential properties and subdivisions are now required to withhold and remit GST directly to the ATO unless the purchaser is purchasing the property for a creditable purpose.

Property Details

Property Type	Existing Residential Private Dwelling
Property Address	23 Niloma Street, Clyde North VIC 3978
Lot and Plan	1427 PS820074W
Volume and Folio	12188/605

Purchaser Details

Purchasers Full Name	As per particulars of sale
Purchaser ABN	

Vendor Details

Vendors Full Name	Kulvinder Singh Randhawa
Vendor ABN	

Transaction Details

Purchase Price	As per particular of sale
GST Withholding amount	No amount payable

Prestige Lawyers

.....
Prestige Lawyers on Behalf of our client/s, Kulvinder Singh Randhawa

23 Niloma Street, Clyde North VIC 3978
(Property)

VENDOR STATEMENT

Vendor: Kulvinder Singh Randhawa

PRESTIGE LAWYERS

47 Riverstone Boulevard
Clyde North VIC 3978

Tel: 03 5998 0918
Fax: 03 9923 6050
Email: info@prestigelawyers.com.au

Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land: 23 Niloma Street, Clyde North VIC 3978

Vendor: Kulvinder Singh Randhawa



Vendor's signature

15/08/2024

Date

Purchaser:

Purchaser's signature

____/____/20____
Date

Purchaser:

Purchaser's signature

____/____/20____
Date

1. FINANCIAL

- 1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them): -
☒ Their total does not exceed: \$5000.00
There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge.
- 1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge:-
☒ Not applicable.
- 1.3 **Terms Contract**
This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.
☒ Not applicable.
- 1.4 **Sale Subject to Mortgage**
This section 1.4 only applies if this Vendor Statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.
☒ Not applicable.

2. INSURANCE

- 2.1 **Damage and Destruction**
This section 2.1 only applies if this Vendor Statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.
☒ Not applicable.
- 2.2 **Owner-Builder**
This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.
☒ Not applicable.

3. LAND USE

- 3.1 **Easements, Covenants or Other Similar Restrictions**
(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

☒ Is in the attached copies of title document/s.

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

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

3.2 Road Access

There is:

☒ access to the property by road.

3.3 Designated Bushfire Prone Area

If the land is in an area that is designated as a bushfire prone area under section 192A of the Building Act 1993, a statement that the land is in such an area'.

☒ Is NOT in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993

3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

☒ Not applicable.

4.2 Agricultural Chemicals

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

☒ Not applicable.

4.3 Compulsory Acquisition

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

☒ Not applicable.

5. BUILDING PERMITS

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

☒ Attached certificates with the required specified information.

6. OWNERS CORPORATION

- 6.1 This section 6 only applies if the land is **affected by an owners corporation** within the meaning of the Owners Corporations Act 2006.
☒ Not applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

- ☒ GAIC (and Section 7) is NOT applicable on the sale of this property.

8. SERVICES

- 8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- ☐ Electricity supply
- ☐ Gas supply
- ☐ Water supply
- ☐ Sewerage
- ☒ Telephone services (may be available to connect)

NOTE: The Purchaser should make all enquiries in relation to the availability of all services prior to settlement as some services may be disconnected by the Vendor should the Vendor or Tenant (if applicable) vacate the premises before settlement. The Purchaser will be responsible for payment of the reconnection of any services or the cost of connecting any services not connected or available to the property.

9. TITLE

- 9.1 Attached are copies of the following **title documents**:

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

10. SUBDIVISION

- ☒ This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

11. DISCLOSURE OF ENERGY INFORMATION

- ☒ Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

12. DUE DILIGENCE CHECKLIST

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

☒ Is attached.

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

Page 1 of 2

VOLUME 12188 FOLIO 605

Security no : 124114173324P
Produced 15/04/2024 12:50 PM

LAND DESCRIPTION

Lot 1427 on Plan of Subdivision 820074W.
PARENT TITLE Volume 12188 Folio 529
Created by instrument PS820074W 19/02/2020

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KULVINDER SINGH RANDHAWA of 23 NILOMA STREET CLYDE NORTH VIC 3978
AU951315X 26/10/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU951316V 26/10/2021
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS820074W 19/02/2020

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

AGREEMENT Section 173 Planning and Environment Act 1987
AQ255386P 18/09/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ255387M 18/09/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AR706668J 29/11/2018

DIAGRAM LOCATION

SEE PS820074W 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: 23 NILOMA STREET CLYDE NORTH VIC 3978

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 26/10/2021

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

Page 2 of 2

DOCUMENT END

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Document Type	Plan
Document Identification	PS820074W
Number of Pages (excluding this cover sheet)	9
Document Assembled	15/04/2024 12:50

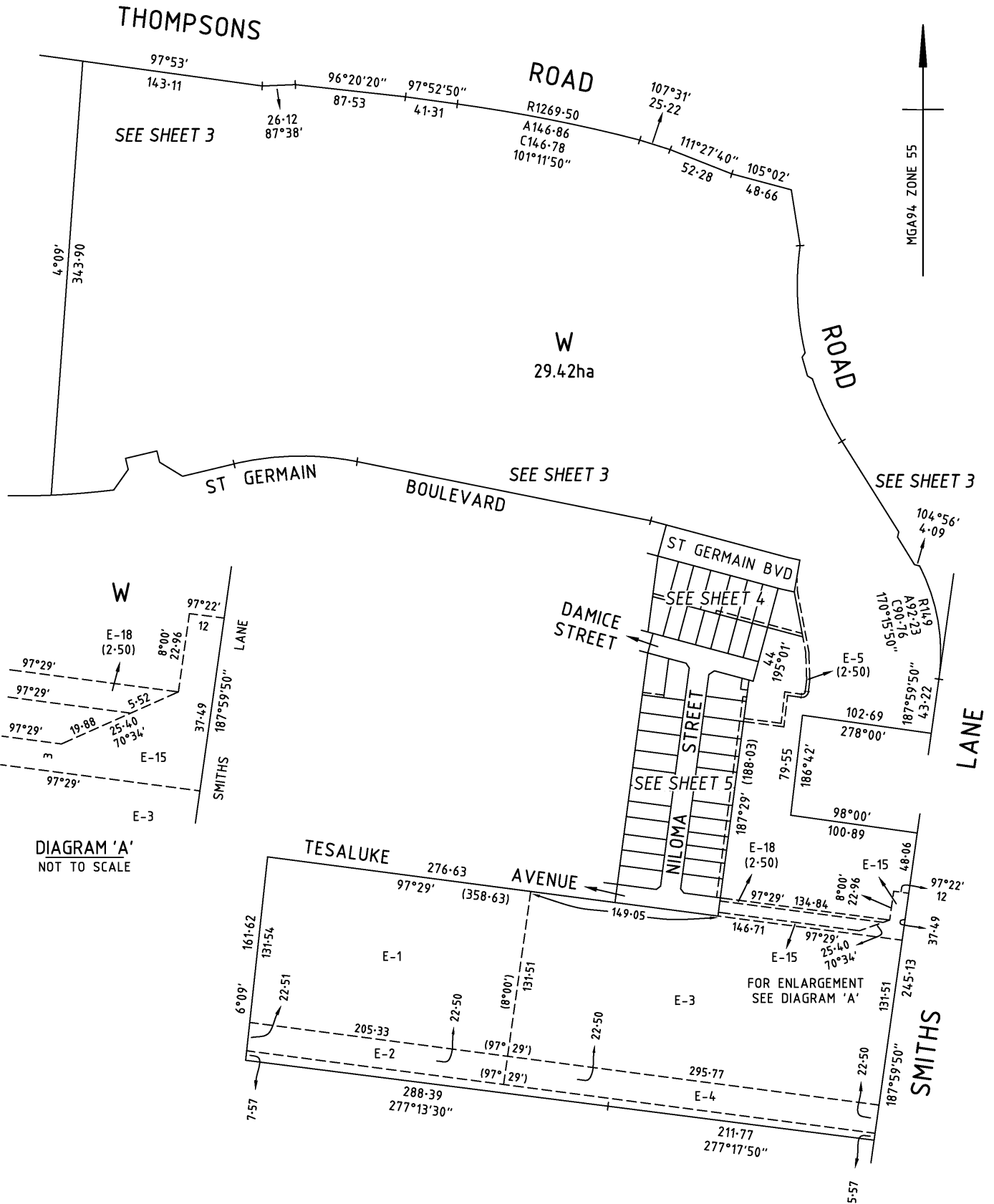
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<h1>PLAN OF SUBDIVISION</h1>			EDITION 1	<h1>PS820074W</h1>
LOCATION OF LAND PARISH: CRANBOURNE TOWNSHIP: — SECTION: — CROWN ALLOTMENT: 62 (PART) TITLE REFERENCE: VOL. 12188 FOL. 529 LAST PLAN REFERENCE: PS816295D (LOT V) POSTAL ADDRESS: 1425 POUND ROAD (at time of subdivision) CLYDE NORTH 3978 MGA CO-ORDINATES: E: 357 600 ZONE: 55 (of approx centre of land in plan) N: 5 781 970 GDA 94			Council Name: Casey City Council Council Reference Number: SubA00100/18 Planning Permit Reference: PlnA00901/14 SPEAR Reference Number: S119219B Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification Digitally signed by: Michele Scarlett for Casey City Council on 08/07/2019 Statement of Compliance issued: 28/01/2020 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: lots excluding Lot W at Statement of Compliance	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 1400 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. FOR RESTRICTIONS AFFECTING LOTS 1401 TO 1441 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION ON SHEETS 6 AND 7. OTHER PURPOSES OF PLAN: (i) TO REMOVE THAT PART OF THE POWERLINE EASEMENT CREATED AS E-15 ON PS811540U CONTAINED WITHIN TESALUKE AVENUE ON THIS PLAN. (ii) TO REMOVE THAT PART OF THE SEWERAGE EASEMENT CREATED AS E-15 AND E-18 ON PS811540U CONTAINED WITHIN TESALUKE AVENUE ON THIS PLAN. GROUND'S FOR REMOVAL OF EASEMENT: AGREEMENT FROM ALL INTERESTED PARTIES (SECTION 6(1)K SUBDIVISION ACT 1988)	
ROAD R1 RESERVE No.1	CITY OF CASEY AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION: DOES NOT APPLY				
This is a SPEAR plan. STAGING: This is not a staged subdivision. Planning Permit No. PlnA00901/14 SURVEY: This plan is based on survey. This survey has been connected to permanent marks No(s). 12, 56, 66, 68, 77, 100, 176, DVA 69/92 & DVA 69/86 In Proclaimed Survey Area No. 71 <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"> Estate: St Germain Phase No.: 14 No. of Lots: 41 + Lot W PHASE AREA: 2.638ha </div>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2 E-2, E-4	TRANSMISSION OF ELECTRICITY TRANSMISSION OF ELECTRICITY (POWERLINE)	SEE DIAG. SEE DIAG.	J927024 SECTION 86 OF THE ELECTRICITY INDUSTRY ACT 2000 VIDE AE262622T	STATE ELECTRICITY COMMISSION OF VICTORIA SPI ELECTRICITY PTY LTD
E-3, E-4 E-5, E-6 E-6 E-8 E-15	TRANSMISSION OF ELECTRICITY SEWERAGE DRAINAGE SEWERAGE POWERLINE	SEE DIAG. SEE DIAG. 3 2 SEE DIAG.	J241841 THIS PLAN THIS PLAN PS816295D PS811540U SEC 88 ELECTRICITY INDUSTRY ACT 2000	STATE ELECTRICITY COMMISSION OF VICTORIA SOUTH EAST WATER CORPORATION CITY OF CASEY SOUTH EAST WATER CORPORATION AUSNET ELECTRICITY SERVICES PTY LTD
E-15, E-18	SEWERAGE	SEE DIAG.	PS811540U	SOUTH EAST WATER CORPORATION
Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: M5387/14 M5387-14-PS-V6.DWG Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (6), 10/06/2019, SPEAR Ref: S119219B		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 9 PLAN REGISTERED TIME: 6:38 PM DATE: 20/02/2020 C. Grosso Assistant Registrar of Titles

PS820074W



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SURVEYORS REF
M5387/14

SCALE
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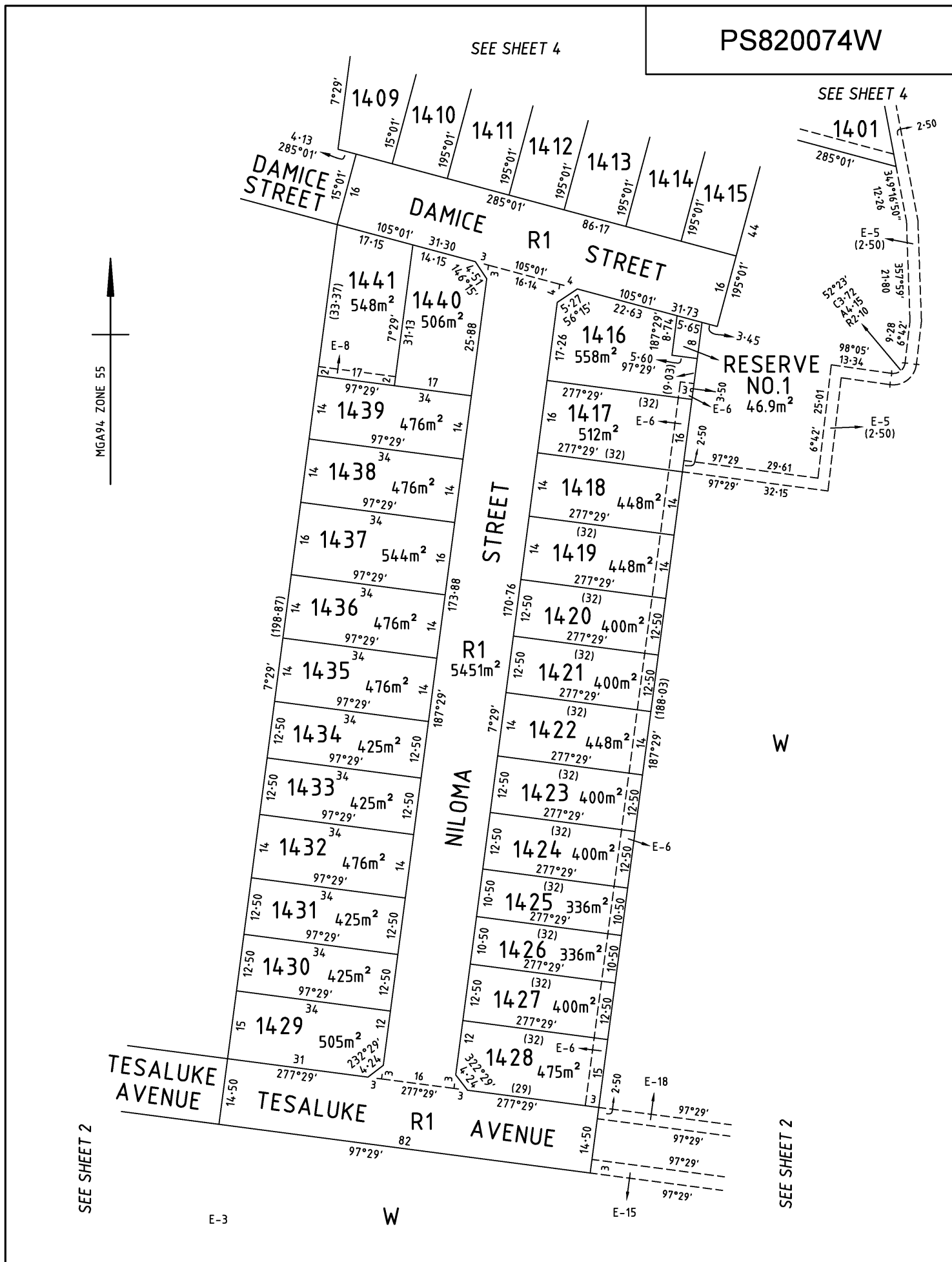
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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

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Surveyor's Plan Version (6),
10/06/2019, SPEAR Ref: S119219B

Digitally signed by:
Casey City Council,
08/07/2019,
SPEAR Ref: S119219B



PS820074W

SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'A'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED:

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE FOLLOWING TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1401	1402	1415	1402, 1414	1429	1430
1402	1401, 1403, 1415	1416	1417	1430	1429, 1431
1403	1402, 1404, 1414	1417	1416, 1418	1431	1430, 1432
1404	1403, 1405, 1413	1418	1417, 1419	1432	1431, 1433
1405	1404, 1406, 1411, 1412	1419	1418, 1420	1433	1432, 1434
1406	1405, 1407, 1410, 1411	1420	1419, 1421	1434	1433, 1435
1407	1406, 1408, 1409, 1410	1421	1420, 1422	1435	1434, 1436
1408	1407, 1409	1422	1421, 1423	1436	1435, 1437
1409	1407, 1408, 1410	1423	1422, 1424	1437	1436, 1438
1410	1406, 1407, 1409, 1411	1424	1423, 1425	1438	1437, 1439
1411	1405, 1406, 1410, 1412	1425	1424, 1426	1439	1438, 1440, 1441
1412	1405, 1411, 1413	1426	1425, 1427	1440	1439, 1441
1413	1404, 1412, 1414	1427	1426, 1428	1441	1439, 1440
1414	1403, 1413, 1415	1428	1427		

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN OF SUBDIVISION SHALL NOT AT ANY TIME ON THE SAID LOT OR ANY PARTS THEREOF:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OUTSIDE THE BUILDING ENVELOPE APPLIED TO THE LOT ON SHEETS 8 & 9 OF THIS PLAN EXCEPT:
 - (i) PERMITTED ENCROACHMENTS TO THE STREET SETBACK BY STRUCTURAL ELEMENTS ALLOWED FOR UNDER REGULATION 74 OF THE BUILDING REGULATIONS 2018;
 - (ii) PERMITTED ENCROACHMENTS TO THE SIDE AND REAR SETBACKS ALLOWED UNDER REGULATION 79(3) AND (4) OF THE BUILDING REGULATIONS 2018;
 - (iii) WHERE THE RESPONSIBLE AUTHORITY HAS PROVIDED WRITTEN CONSENT TO THE CONSTRUCTION OF A BUILDING OUTSIDE THE BUILDING ENVELOPE APPLIED TO A LOT.
- (2) CONSTRUCT ANY BUILDING OR STRUCTURE THAT DOES NOT CONFORM WITH THE REQUIREMENTS OF PART 5 OF THE BUILDING REGULATIONS 2018 EXCEPT:
 - (i) WHERE A VARIATION HAS BEEN APPROVED UNDER THE BUILDING REGULATIONS 2018;
 - (ii) WHERE A NEW WALL CONSTRUCTED ON OR WITHIN 200mm OF A SIDE OR REAR BOUNDARY ABUTS A WALL TO BE SIMULTANEOUSLY CONSTRUCTED ON AN ABUTTING LOT THEN THE HEIGHT AND LENGTH OF THE WALL CAN MATCH THE SIMULTANEOUSLY CONSTRUCTED ABUTTING WALL.
- (3) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY DWELLING OR COMMERCIAL BUILDING ON ANY LOT UNLESS THE BUILDING INCORPORATES PLUMBING FOR RECYCLED WATER SUPPLY FOR TOILET FLUSHING AND GARDEN WATERING USE SHOULD RECYCLED WATER BECOME AVAILABLE.
- (4) ALLOW GARAGE OPENING TO OCCUPY MORE THAN 40% OF THE WIDTH OF THE PRIMARY FRONTAGE, UNLESS THE BUILDING IS TWO OR MORE STOREYS AND ON A LOT WITH AN AREA BETWEEN 250 TO 300 SQUARE METRES WHEREBY THE GARAGE OPENING MUST NOT EXCEED 30% OF THE AREA OF THE FRONT FACADE OF THE DWELLING WITH THE AREA OF THE FRONT FACADE MEASURED FROM A TWO DIMENSIONAL ELEVATION PLAN OF THE FACADE EXCLUDING THE AREA OF THE ROOF OF THE DWELLING.
- (5) ALLOW GARAGE OR CARPORTS TO BE SET BACK LESS THAN 5.50 METRES FROM THE PRIMARY FRONTAGE UNLESS A BUILDING ENVELOPE APPLIED TO THE LOT ON SHEETS 8 & 9 OF THIS PLAN ALLOWS A PRIMARY FRONTAGE SETBACK OF 3 METRES WHEREBY THE GARAGE OR CARPORTS SHALL NOT BE SET BACK LESS THAN 5 METRES FROM THE PRIMARY FRONTAGE; OR, IN SPECIAL CIRCUMSTANCES WHERE LOTS ARE IDENTIFIED ON THE BUILDING ENVELOPE PLAN ON SHEETS 8 & 9 OF THIS PLAN AS HAVING AN ALTERNATIVE GARAGE SETBACK WHEREBY GARAGES ON THOSE LOTS MUST NOT BE SETBACK BETWEEN 3 AND 5 METRES FROM THE PRIMARY FRONTAGE.

DEFINITIONS

FOR THE PURPOSE OF THIS RESTRICTION:

PRIMARY FRONTAGE MEANS

- (i) IN THE CASE OF A LOT WHERE ONLY ONE BOUNDARY OF THAT LOT ABUTS A ROAD, THE BOUNDARY THAT ABUTS THE ROAD.
- (ii) IN THE CASE OF A CORNER LOT WHERE TWO BOUNDARIES OF A LOT ABUT A ROAD OR RESERVE, THE BOUNDARY WITH THE GREATER OFFSET ON THE BUILDING ENVELOPES PLAN ON SHEETS 8 & 9 OF THIS PLAN.

EXPIRY

- (i) ANY RESTRICTION RELATING TO BUILDING ENVELOPES WILL CEASE TO APPLY TO ANY LOT AFFECTED AFTER THE ISSUE OF A CERTIFICATE OF OCCUPANCY (OR THE LIKE) UNDER THE BUILDING REGULATIONS 2018 OR SIMILAR LEGISLATION FOR THE WHOLE OF A DWELLING ON A LOT TO WHICH THE BUILDING ENVELOPE APPLIES;
- (ii) ANY OTHER RESTRICTIONS WILL CEASE TO HAVE EFFECT 15 YEARS AFTER THE REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

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SURVEYORS REF
M5387/14

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ORIGINAL SHEET
SIZE: A3

SHEET 6

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SPEAR Ref: S119219B

PS820074W

SUBDIVISION ACT 1988 CREATION OF RESTRICTION 'B'

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BENEFIT & TO BE BURDENED:

THE LAND IS BURDENED AND BENEFITED IN ACCORDANCE WITH THE FOLLOWING TABLE OF BURDENED AND BENEFITED LAND

TABLE OF BURDENED AND BENEFITED LAND

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN	BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
1401	1402	1415	1402, 1414	1429	1430
1402	1401, 1403, 1415	1416	1417	1430	1429, 1431
1403	1402, 1404, 1414	1417	1416, 1418	1431	1430, 1432
1404	1403, 1405, 1413	1418	1417, 1419	1432	1431, 1433
1405	1404, 1406, 1411, 1412	1419	1418, 1420	1433	1432, 1434
1406	1405, 1407, 1410, 1411	1420	1419, 1421	1434	1433, 1435
1407	1406, 1408, 1409, 1410	1421	1420, 1422	1435	1434, 1436
1408	1407, 1409	1422	1421, 1423	1436	1435, 1437
1409	1407, 1408, 1410	1423	1422, 1424	1437	1436, 1438
1410	1406, 1407, 1409, 1411	1424	1423, 1425	1438	1437, 1439
1411	1405, 1406, 1410, 1412	1425	1424, 1426	1439	1438, 1440, 1441
1412	1405, 1411, 1413	1426	1425, 1427	1440	1439, 1441
1413	1404, 1412, 1414	1427	1426, 1428	1441	1439, 1440
1414	1403, 1413, 1415	1428	1427		

DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

- (1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE IN ACCORDANCE WITH THE ST. GERMAIN DESIGN GUIDELINES ENDORSED BY THE CITY OF CASEY UNDER PLANNING PERMIT No: P1nA00901/14 (INCLUDING ANY AMENDMENTS FROM TIME TO TIME) UNLESS WRITTEN APPROVAL OF NON-COMPLIANT ITEMS IS PROVIDED BY THE ST.GERMAIN DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES IS AVAILABLE UPON REQUEST AT WEBSITE www.stgermain.net.au

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO:

(A) COPIES OF SITE PLANS, BUILDING PLANS, LANDSCAPE PLANS AND SCHEDULES OF EXTERNAL COLOURS AND MATERIALS IN ACCORDANCE WITH THE SUBMISSION REQUIREMENTS OF THE ST.GERMAIN DESIGN GUIDELINES HAVE BEEN SUBMITTED TO THE ST. GERMAIN DESIGN ASSESSMENT PANEL THROUGH THEIR ONLINE DESIGN APPROVAL PORTAL LOCATED AT www.ngdd.com.au OR SUCH OTHER MEDIUM AS MAY BE NOMINATED BY THE ST.GERMAIN DESIGN ASSESSMENT PANEL FROM TIME TO TIME;

(B) THE ST.GERMAIN DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

EXPIRY

THE ABOVE RESTRICTION EXPIRES 15 YEARS AFTER THE DATE OF REGISTRATION OF THIS PLAN.



Beveridge Williams
development & environment consultants
Melbourne ph : 03 9524 8888
www.beveridgewilliams.com.au

SURVEYORS REF
M5387/14

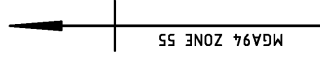
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Surveyor's Plan Version (6),
10/06/2019, SPEAR Ref: S119219B

ORIGINAL SHEET
SIZE: A3

SHEET 7

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08/07/2019,
SPEAR Ref: S119219B

PS820074W



BUILDING ENVELOPES

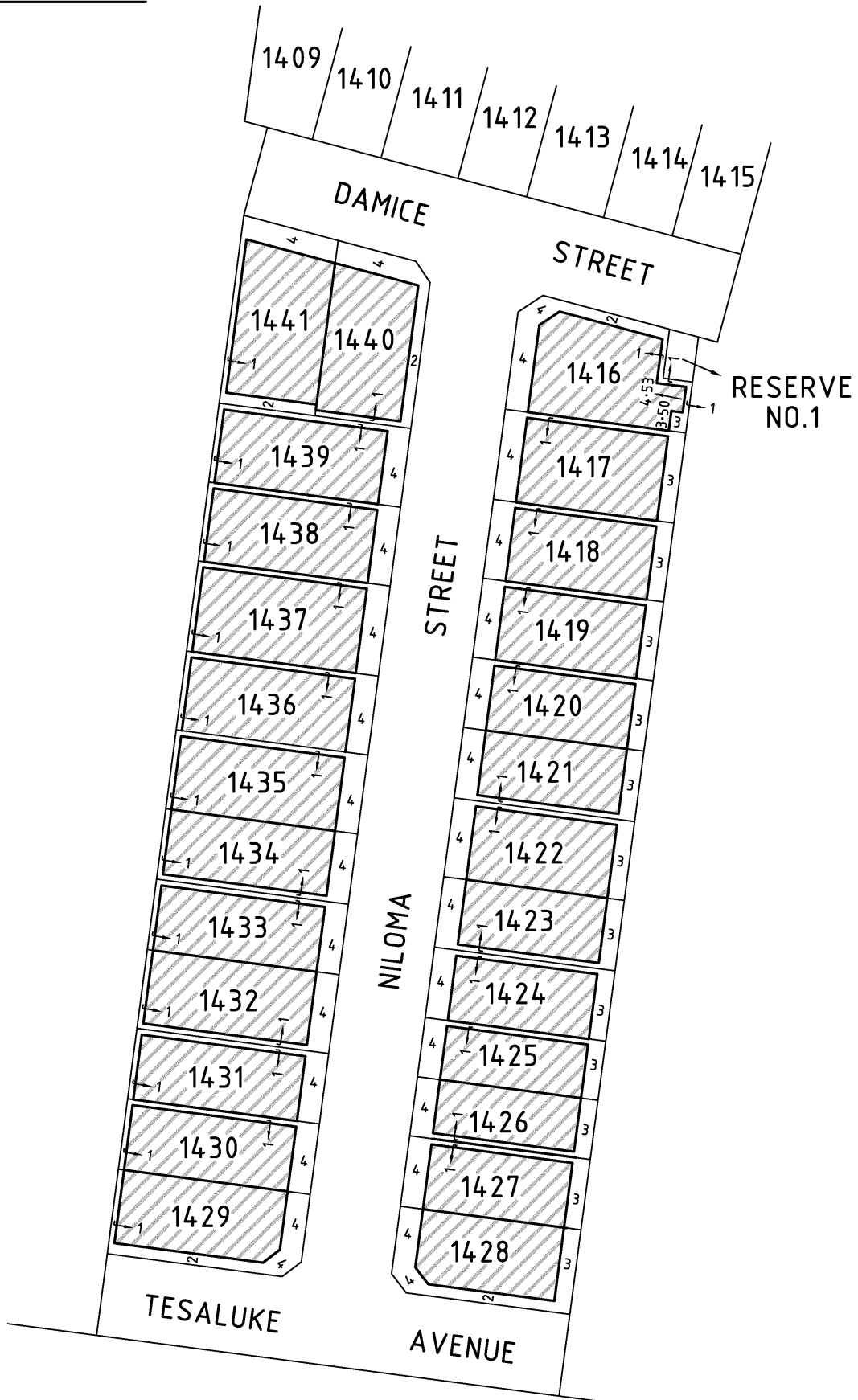
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 Beveridge Williams development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au	SURVEYORS REFERENCE M5387/14	SCALE 1 : 500 5 0 5 10 15 20 LENGTHS ARE IN METRES					ORIGINAL SHEET SIZE: A3	SHEET 8
		Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (6), 10/06/2019, SPEAR Ref: S119219B					Digitally signed by: Casey City Council, 08/07/2019, SPEAR Ref: S119219B	

BUILDING ENVELOPES

SEE SHEET 8

PS820074W



Beveridge Williams
development & environment consultants

Melbourne ph : 03 9524 8888

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SURVEYORS REF
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ORIGINAL SHEET
SIZE: A3

SHEET 9

Digitally signed by: James Arthur Wiggins, Licensed
Surveyor,
Surveyor's Plan Version (6),
10/06/2019, SPEAR Ref: S119219B

Digitally signed by:
Casey City Council,
08/07/2019,
SPEAR Ref: S119219B

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

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7722795
Customer Code: 1167E

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

Land: Volume 11923 Folio 203, Volume 11923 Folio 206, Volume 11982 Folio 716, Volume 12026 Folio 998 and Volume 12027 Folio 002

Responsible Authority: Casey City Council of Bunjil Place, Patrick Northeast Drive, Narre Warren, Victoria

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

A copy of the agreement is attached to this application

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: Roland McCall

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

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29/11/2018

\$96.10

173



Certifications

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

Executed on behalf of: Casey City Council

Signer Name:

Roland McCall

Signer Organisation:

MADDOCKS

Signer Role:

Australian Legal Practitioner

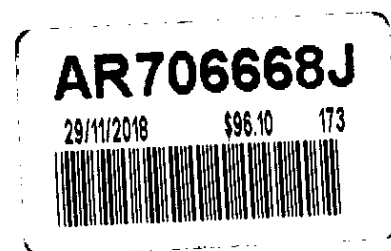
Signature:

Execution Date:

29 November 2018



Date 22 / 11 /2018



Subject Land: 1425 Pound Road, Clyde North

Purpose of Agreement: WIK for Land Projects and P.O.S.

Casey City Council

and

Gordon Gill and Margaret Shirley Gill



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Agreement under Section 173 of the Planning and Environment Act 1987

Dated 22 / 11 / 2018



Parties

Name	Casey City Council
Address	Bunjil, Patrick North East Drive, Narre Warren, Victoria
Short name	Council

Name	Gordon Gill and Margaret Shirley Gill
Address	37 Langmore Lane Berwick Victoria 3806
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- B. Council enters into this Agreement in its capacity as the responsible authority and in so far as it is able to do so, as the Collecting Agency and the Development Agency
- C. The Owner is or is entitled to be the registered proprietors of the Subject Land.
- D. The Development Contributions Plan applies to the Subject Land. It specifies the development contributions required to be paid by those developing land within the area covered by the Development Contributions Plan.
- E. The Owner has asked Council for permission to transfer or vest Land Projects in Council in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.
- F. Council has agreed to allow the Owner transfer to or vest in Council the Land Projects in return for a Credit against the Owner's obligation to pay the Development Infrastructure Levy on the terms and conditions set out in this Agreement.
- G. The Owner has also asked Council for permission to transfer or vest the Open Space Land in Council in return for a credit against the Owner's obligation under clause 53.01 of the Planning Scheme to make the Public Open Space Contribution, on the terms and conditions set out in this Agreement..
- H. Council has agreed to allow the Owner to transfer or vest the Open Space Land in Council in return for a credit against the Owner's obligation under clause 53.01 of the Planning Scheme



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to make the Public Open Space Contribution on the terms and conditions set out in this Agreement.

- I. As at the date of this Agreement, the Subject Land is subject to a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree:

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1. **Definitions**

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreed Land Value means the Agreed Land Value specified in Schedule 1 except that where the area of the Land Project which is actually transferred to or vested in Council is less than the area of the Land Project specified in Schedule 1, in which case the Agreed Land Value is to be recalculated by multiplying the area of the Land Project actually transferred to or vested in Council by a rate per square which is calculated pro-rata from the Agreed Land Value as set out in Schedule 1.

Agreement means this Deed as amended from time to time.

Collecting Agency and Development Agency have the same meaning as in the Development Contributions Plan.

Credit means a credit in the amount of, or part of, the Agreed Land Value for the relevant Land Project against the amount of the Development Contribution Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Current Address means:

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

Current Email means:

- (a) for Council, caseycc@casey.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Infrastructure Levy has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land.

Development Contributions Plan (or DCP) means the Clyde Development Contributions Plan as incorporated in the Planning Scheme.



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Early lots means lots created by the subdivision of the Subject Land that are not lots intended for commercial development but will ultimately be used for the provision of utility services or some other public purpose.

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

Equalisation Payment means the amount calculated in accordance with Schedule 2 described as the equalisation payment required to be paid by the Owner or Council as the case may be. This amount is calculated by reference to the percentage difference between:

- (a) the area of Open Space Land that the Owner is required to transfer to or vest in Council under this Agreement, the Development Contributions Plan or a condition on a planning permit in respect of the Subject Land; and
- (b) the public open space contribution that the Owner is required to make under clause 53.01 of the Planning Scheme.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

Indexation means annual adjustment of an amount carried out in accordance with the method and on the date which are specified in the Development Contributions Plan.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means the land transaction or transactions described in Schedule 1. For clarity it does not include Open Space Land.

Landscape Components means the soft and hard landscaping components of a Land Project or Open Space Land and includes all tree and shrub planting, grass seeding or turf, paving, watering systems and the like.

Landscape Maintenance Period means the maintenance of the Landscape Components for the period of 24 months from the vesting of a Land Project or Open Space Land in Council.

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

Lot means a lot on the Endorsed Plan.

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

Open Space Land means the land for passive open space as set out in Schedule 2.

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

Party or parties means the parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means the planning permit specified in Schedule 5 authorising the development of the Subject Land in accordance with the Endorsed Plan.





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

PSP means the Thompsons Road Precinct Structure Plan incorporated in the Planning Scheme.

Provision Trigger means the provision trigger or milestone specified in Schedule 1 or Schedule 2 as the case may be.

Public Infrastructure Plan means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under any planning permit applicable to the Subject Land.

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

Schedule means a schedule to this Agreement.

Stage means a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit.

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

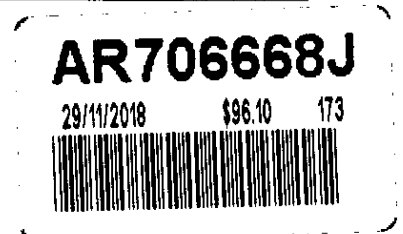
Subject Land means the land listed in Schedule 3 of this Agreement and any reference to the Subject Land includes any lot created by the subdivision of any lot comprising the Subject Land or any part of it.

Template Contract means the form of the contract of sale of land which is held at the offices of Council for the purposes of the transfer of land which is required to be vested in Council. A copy of the Template Contract will be provided by Council upon request where an acquisition of a Land Project requires that Council obtain transfer of the land as a lot.

2. Interpretation

In this Agreement unless the context admits otherwise:

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





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

3. Purposes of and reasons for this Agreement

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

- 3.1 record the terms and conditions on which the Owner will transfer to or vest in Council each Land Project;
- 3.2 record the terms and conditions on which the Owner will transfer to or vest in Council the Open Space Land; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Agreement required

Subject to clause 21, the Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Payment of Development Infrastructure Levy

The Parties agree that:

- 5.1 the Owner is required to pay the Development Infrastructure Levy in cash on a stage-by-stage basis reduced by -
- 5.1.1 the Owner's entitlement to a Credit; and
- 5.1.2 subject to the provisions of this Agreement;
- 5.2 any component of the Development Infrastructure Levy in respect of the Subject Land which is not offset or reduced by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for the next stage of the subdivision of the Subject Land.



6. Transfer of Land Project and Open Space Land

6.1 Land Project

The Owner covenants and agrees that subject to this Agreement, the Owner will transfer to or vest in Council each Land Project:

- 6.1.1 prior to the Provision Trigger specified in Schedule 1 unless the Collecting Agency agrees in writing to an alternative time; and
- 6.1.2 in return for a Credit or payment, as the case may be, as described in and payable at, the time set out in Schedule 1.



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6.2 Open Space Land

The Owner covenants and agrees that subject to this Agreement the Owner will transfer to or vest in Council the Open Space Land prior to the Provision Triggers identified in Schedule 2 unless Council agrees in writing to an alternative time.

6.3 Landscaping of Land Project and Open Space Land

The Owner covenants and agrees that each Land Project and all of the Open Space Land to be transferred to or vested in Council must be landscaped at the Owner's cost in accordance with any landscape masterplan and any subsequent detailed landscape construction plan approved under the Planning Permit in relation to the Subject Land to the satisfaction of Council prior to the land being transferred or vested to or in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

6.4 Milestones

The Parties acknowledge and agree that if the Owner does not:

- 6.4.1 transfer or vest the Land Project within the timeframe specified or referred to in clause 6.1.1 or any other time which is agreed between Council and the Owner; or
- 6.4.2 transfer or vest the Open Space Land within the timeframe specified or referred to in clause 6.2 or any other time which is agreed between Council and the Owner -

Council may at its absolute discretion:

- 6.4.3 further extend the relevant timeframe; or
- 6.4.4 refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe as specified in the Schedules to this Agreement.

6.5 Credit

The Parties agree that:

- 6.5.1 upon the transfer or vesting in Council of the Land Project, the Owner will be entitled to the Credit for the Agreed Land Value as set out in Schedule 1;
- 6.5.2 after the expiry of the Landscape Maintenance Period, maintenance of the landscape and repair of any defects in respect of the Land Project or Open Space Land, as the case may be becomes the responsibility of Council.

6.6 Non payment of Development Infrastructure Levy

The parties agree that where pursuant to clause 6.5.1 a Credit is due to the Owner in respect of one or more Land Projects, then the Owner is not required to pay the Development Infrastructure Levy payable in accordance with the Development Contributions Plan to the extent of the Credit that is due to the Owner.

6.7 Reimbursement of the Owner for entitlements in excess of Credits

The parties agree that

- 6.7.1 notwithstanding clause 6.7.2, within 28 days of the provision to Council of all of the projects set out in Schedule 1 Schedule 6, Council will provide to the Owner a cash payment of \$2 million;





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6.7.2 in addition to the obligation in clause 6.7.1, when a Land Project is transferred to or vested in Council in accordance with this Agreement Council will reimburse to the Owner a cash payment for the Agreed Land Value of that Land Project less any Credits or payments already provided to the Owner subject to the following:

- (a) Council in its capacity as Collecting Agency determining that there are sufficient funds in the Development Contributions Plan account to pay the Owner at that time having regard to other agreements Council has made with any other person in relation to development contributions and works in kind;
- (b) until the amounts due under clause 6.7.2 are paid, Council will make details in relation to the funds in the relevant DCP account available for inspection to the Owner upon request.

6.8 Final Reimbursement

Notwithstanding anything to the contrary in this Agreement, if any amount owing to the Owner has not been paid to the Owner before the date of the issue of the final Statement of Compliance for the Subject Land, Council must pay the outstanding amount owing to the Owner in full within 30 days of the issue of the Statement of Compliance for the final stage of the subdivision of the Subject Land.

6.9 Open Space Land and Equalisation Payment

Council and the Owner covenant and agree that subject to this Agreement:

- 6.9.1 the Owner will transfer to or vest in Council the Open Space Land specified in Schedule 2 prior to the Provision Trigger identified in Schedule 2;
- 6.9.2 where a payment in respect of Open Space Land is due to the Council, the Owner will pay to Council the Equalisation Payment specified for the Open Space Land in Schedule 2 prior to the Provision Trigger identified in Schedule 2;
- 6.9.3 where a payment in respect of Open Space Land is due to the Owner, Council will pay to the Owner the Equalisation Payment specified in Schedule 2 prior to the Provision Trigger identified in Schedule 2; and
- 6.9.4 upon complying with this clause, the Owner has fulfilled its obligation in relation to the Subject Land under the Planning Scheme in relation to the Open Space Land.

6.10 Early lots

Unless with the prior written consent of Council, the Owner covenants and agrees that the Owner will not sell or vest any Early lots until:

- 6.10.1 Council is satisfied that the Early lot has been embellished and serviced in accordance with any relevant planning permit; and
- 6.10.2 a Statement of Compliance has been issued for the applicable Stage of subdivision within which the Early lot exists.

7. Specific obligations

7.1 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement any Public Infrastructure Plan.



8. Parties' acknowledgments**8.1 Agreed Land Value**

The Parties agree that:

- 8.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of Land Project; and
- 8.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of Land Project.

8.2 Agreed Land Value composition

The Owner and Council agree that the Agreed Land Value includes all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

8.3 Environmental Assessment

The Owner agrees that that prior to transferring to or vesting each Land Project or the Open Space Land to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that each Land Project and the Open Space Land is suitable to be used and developed for purpose for which it is intended.

9. Acknowledgement by the Parties

The Parties acknowledge and agree that:

- 9.1.1 this Agreement relates only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and
- 9.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

10. Owner's further obligations**10.1 Notice and registration**

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

10.2 Further actions

The Owner:

- 10.2.1 must do all things necessary to give effect to this Agreement;

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10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

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

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

10.3 Council's costs to be paid

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

- 10.3.1 drafting, finalising, signing and recording this Agreement;
- 10.3.2 drafting, finalising and recording any amendment to this Agreement;
- 10.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 10.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.4 Interest for overdue moneys

- 10.4.1 The Owner must pay to Council interest at the same rate applied under section 172 of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 10.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

10.5 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

11. Agreement under Section 173 of the Act

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

12. Owner's Warranties

- 12.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 12.2 The Owner warrants that the Open Space Land and Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.



13. Successors in title

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

13.1.1 give effect to this Agreement; and

13.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

14. General matters

14.1 Notices

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

14.1.1 personally on the other Party;

14.1.2 by leaving it at the other Party's Current Address;

14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address;

14.1.4 by email to the other Party's Current Email

14.2 No waiver

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

14.3 Severability

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

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

14.5 Inspection of documents

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

14.6 Governing law

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



15. GST

- 15.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act* 1999 have the same meaning as their definition in that Act.
- 15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. Dispute Resolution

- 16.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 16.5 either party may at its election:
- 16.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
- 16.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 16.2 A party may not commence any of the processes referred to in clause 16.1 until it has complied with clauses 16.3 and 16.4.
- 16.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.
- 16.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 16.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

17. GAIC

- 17.1 The Owner acknowledges and agrees that apart from the land specified in Schedule 4, all land transferred to or vested in Council must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 17.2 The Parties agree that clause 17.1 survives the termination of this Agreement
- 17.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 17.1 from its inherent GAIC liability.





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18. Foreign resident capital gains withholding

18.1 Definitions

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

12.5% means 12.5% or any other amount set out in the Tax Act from time to time as the withholding amount.

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

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

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

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

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

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

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

18.2 Foreign resident status of Owner

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

18.3 Excluded transaction

18.3.1 Clause 18.5 does not apply if:

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

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





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18.4 Variation notice

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

18.5 Withholding

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

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

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

(the **withholding amount**).

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

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 18.4 -

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

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

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

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

18.6 Council to remit withholding amount

18.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 18.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;





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- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

18.7 Consideration adjusted after withholding

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

18.8 Owner to co-operate

18.8.1 The Owner must:

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

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

18.9 Owner's and Developer's warranty

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

18.10 Indemnity

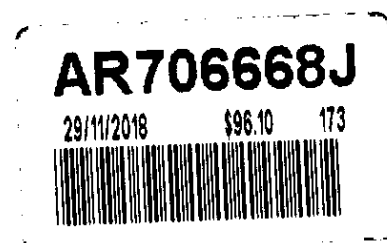
The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 18.

19. Commencement of Agreement

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

20. Amendment of Agreement

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





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

21. Ending of Agreement

- 21.1 This Agreement ends:

21.1.1 when all Parties have complied with all of their obligations under this Agreement; or

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

- 21.2 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends with respect to the Owner's obligations in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

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

- 21.4 Once this Agreement ends with respect to the Owner's obligations as to part of the Subject Land in accordance with 21.2, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

- 21.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

- 21.6 It is agreed and acknowledged by the Parties that the ending of this Agreement with respect to the Owner's Obligations, and any request made by the Owner pursuant to 21.4 or 21.5 does not constitute agreement or representation by the Owner that obligations owed by Council have been complied with. It is further acknowledged that the cancellation of the recording of this Agreement from any part of the Subject Land does not constitute agreement or representation by the Owner that obligations owed by Council have been complied with.

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Schedule 1

LAND PROJECT

DCP Project Reference Number	Land Project Description ¹	Title or plan reference ²	Area of the Land Project ³	Milestone for transfer or vesting of the Land Project	Agreed Land Value ⁴	Funding Source	Timing for Credit
IN53-05	Land for Thompsons Road intersection within PSP Property ID 53-7.	Concept Ultimate Intersection and Road Land Take Areas	0.1220 Ha	Prior to or concurrent with the relevant stage as described in the endorsed plans to Planning Permit PInA00901/14.	\$9,876,816	DCP Credits and Section 6.7.1	Prior to or concurrent with Stage 10 as described in the endorsed plans.
IN-53-06	Land for Thompsons Road intersection within PSP Property ID 53-7.		0.3630 Ha				
RD-53-01A & B	Thompsons Road – Land to widen road reserve from 20m to 41m wide for ultimate treatment within PSP Property ID 53-7.		2.3375Ha				
IN-53-04	Bells Road / Thompsons Road – Land for Ultimate Intersection within PSP Property ID 53-5		0.3690 Ha				
IN-53-04	Bells Road / Thompsons Road – Land for Ultimate Intersection within PSP Property ID 53-6		0.3280 Ha				
IN-53-08	Bells Road / Thompsons Road – Land for Ultimate		0.9900 Ha				



¹ The description of the *Project Land* should be clear and unambiguous.

² Insert a title if the land is the whole of the land in the title. Otherwise insert a plan of survey or plan of subdivision reference number.

³ Insert area in hectares (to four decimal places).

⁴ The *Agreed Land Value* is a defined phrase in this Agreement. Under this Agreement, once agreed, the *Agreed Land Value* does not change. In determining the Agreed Land Value, Council will have used the Public Land Equalisation Methodology described in the DCP.



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DCP Project Reference Number	Land Project Description ¹	Title or plan reference ²	Area of the Land Project ³	Milestone for transfer or vesting of the Land Project	Agreed Land Value ⁴	Funding Source	Timing for Credit
	Intersection within PSP Property ID 53-5						





Schedule 2

OPEN SPACE LAND

Open Space Land	Open Space Land Description ⁵	Title of plan reference	Area of the Open Space Land (Ha)	Milestone for transfer or vesting of the Open Space Land	Equalisation Payment for Open Space Land ⁶	Funding Source	Timing for Payment/ Credit (Payment/ Credit Date)
1	Residential Public Open Space Area 3.	LP12 depicted in the Open Space and Communities Facilities Plan in the Thompsons Road Precinct Structure Plan and shown on the Endorsed Plans.	1.50Ha	Prior to or concurrent with Stage 13 as described in the endorsed plans to Planning Permit No. PlnA00901/14.	The equivalent of the value of 0.1550Ha of the Subject Land valued on the dollar per hectare rate assessed on a pro rata basis by reference to the engloba value of the parent land parcels as defined in this agreement and assuming that the parent parcel has services and infrastructure available to it, but not yet constructed.	Council	After such time as the Statement of Compliance has been issued for the next to last stage for property 53-07.
	Public Open Space Equalisation Payment to the Owner for provision over the 2% for Employment and 4% for Residential requirement under the Casey Planning Scheme.						

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⁵ A clear description of the Open Space Land is required.

⁶ This is a calculated amount determined by Council in consultation with Owner.



Schedule 3

TITLE PARTICULARS FOR PURPOSES OF DEFINITION OF SUBJECT LAND

Lot A on PS726076S (Stage 1) =
Vol.11923 Fol.203
Lot X on PS726076S (Stage 1) =
Vol.11923 Fol.206
Lot C on PS800921T (Stage 5) =
Vol.11982 Fol.716
Lot P on PS808388R (Stage 9) =
Vol.12026 Fol.998
Lot Q on PS808388R (Stage 9) =
Vol.12027 Fol.002



3476-7301-3772v121
[7722795: 22958123_1]



Schedule 4

Land Specified for the purposes of clause 17.1

Project No.	Land Description	Plan Reference	Area
Nil	Nil	Nil	Nil



Schedule 5

Planning Permit Details

PlnA00901/14 issued on 20 November 2014

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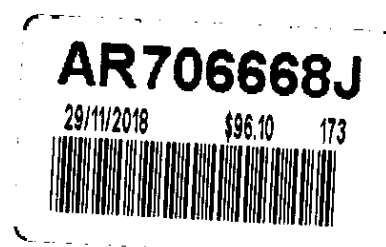


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Schedule 6

Land Project	Description
IN53-05	Land for Thompsons Road intersection within PSP Property ID 53-7.
IN-53-06	Land for Thompsons Road intersection within PSP Property ID 53-7.
RD-53-01A &B	Thompsons Road – Land to widen road reserve from 20m to 41m wide for ultimate treatment within PSP Property ID 53-7.
IN-53-04	Bells Road / Thompsons Road – Land for Ultimate Intersection within PSP Property ID 53-5
IN-53-04	Bells Road / Thompsons Road – Land for Ultimate Intersection within PSP Property ID 53-6
IN-53-08	Bells Road / Thompsons Road – Land for Ultimate Intersection within PSP Property ID 53-5
IN53-11	Bells Road/Tuckers Road – Land for ultimate intersection
IN53-03	Thompsons Rd/ north-south connector (west of Bells Rd-East to old Pound Rd) – Land for ultimate intersection
IN53-06	Thompsons Rd/north-south connector (East of Bells Rd-east) - Land for ultimate intersection
RD53-03A	Bells Rd (Hardys Rd to Thompsons Rd) – Land to widen road reserve from 20m wide to 34m wide for ultimate treatment
A	Developer road to connect between Property 53-04 and 53-05 and the intersection of New Grange Boulevard, Thompsons Road and Crosswater Boulevard
B	Developer Road to connect between Property 53.07 and the intersection of St Germain Boulevard, Thompsons Road and Smiths Lane

All land is to be provided to the extent that is detailed in the Land Take Plans in the Clyde DCP or as otherwise approved by Council.





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Signing Page

Signed, sealed and delivered as a Deed by the Parties

Signed sealed and delivered by the Chief Executive Officer on behalf of **Casey City Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

)
)
)
)
)
)

Witness

Chief Executive Officer

Signed sealed and delivered by **Gordon Gill** in the presence of:

)
)
)

Witness

Signed sealed and delivered by **Margaret Shirley Gill** in the presence of:

)
)
)

Witness

Signed for Margaret Shirley Gill
by her attorney Gordon Gill

Pursuant to an Enduring Power
of Attorney dated 7th January 2008

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Mortgagee's Consent

RMBL Investments Pty Ltd as Mortgagee under instrument of mortgage no. AN072266U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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

1) Alexine Pauline Margaret Courtney

2) ELENA GRAYSON


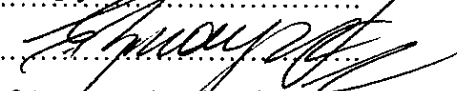
Before me;


.....
Signature of Witness

Marian Barnett

.....
Name of Witness

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


.....

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



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Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1555
Address: Level 12 469 La Trobe Street
Melbourne Vic 3000
Ref: 115905-01413
Customer code: 1513M



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

Land: *(insert Volume and Folio reference) (if part only, define the part)*
Volume 10027 Folios 604-606 (inclusive) and Volume 10528 Folio 301

Responsible authority: *(name and address)*
Casey City Council of Civic Centre, Magid Drive, Narre Warren, Victoria 3805

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

A copy of the agreement is attached to this application:

Signature for the responsible authority: *Scott Hamilton*

Name of officer: SCOTT HAMILTON - TEAM LEADER SUBDIVISIONS AND DEVELOPMENT ENGINEERING

Date: 13/09/2017.



CASEY CITY COUNCIL

and

**GORDON GILL and
MARGARET SHIRLEY GILL**

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lots 2, 3, 4 on PS300094R and
Lot 2 on PS433177T, Pound Road,
Clyde North, Victoria 3978

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F + 61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

rk.com.au

Ref WYB 115905-01413

An international member of

AllyLaw

AQ255387M

18/09/2017

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173



THIS AGREEMENT is made on

7th August

2017

PARTIES

- 1 **CASEY CITY COUNCIL**
of Civic Centre, Magid Drive, Narre Warren, Victoria 3805
("Council")
- 2 **GORDON GILL and MARGARET SHIRLEY GILL**
both of 35 Casey Drive, Berwick, Victoria 3806 (formerly of Lerwick Park, Pound Road, Clyde, Victoria 3978)
("Owner")

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 29(b) of the Permit provides as follows:
- "29. Prior to the issue of a Statement of Compliance for the first stage of subdivision or at such other time which is agreed between Council and the owner, if required by the responsible authority or the owner, the owner must enter into an agreement or agreements under Section 173 of the Planning and Environment Act 1987 which provides for:
- (a) ...
- (b) The owner to cover the reasonable maintenance costs associated with any interim drainage works within the Public Infrastructure Plan.
- (c) ..."
- D The Land is encumbered by mortgage number AN072266U in which RMBL Investments Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
- comply with condition 29(b) of the Permit;
 - prohibit, restrict or regulate the use or development of the Land;
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- F This Agreement is made under Division 2 of Part 9 of the Act.



THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Agreement"** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **"Land"** means the following land within the Scheme:
 - 1.4.1 lot 2 on PS300094R being the whole of the land contained in certificate of title volume 10027 folio 604;
 - 1.4.2 lot 3 on PS300094R being the whole of the land contained in certificate of title volume 10027 folio 605;
 - 1.4.3 lot 4 on PS300094R being the whole of the land contained in certificate of title volume 10027 folio 606; and
 - 1.4.4 lot 2 on PS433177T being the whole of the land contained in certificate of title volume 10528 folio 301.
- 1.5 **"Maintenance Agreement"** means the maintenance agreement titled '*Maintenance Agreement for the temporary retarding basin, swale drains and Bells Road Culvert Pump*', prepared by Beveridge Williams & Co Pty Ltd, dated 1 March 2017 (as amended with Council's prior written approval from time to time).
- 1.6 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.7 **"Permit"** means planning permit PlnA00901/14 (formerly PlnE00411/13), issued by Council on 26 November 2014, authorising subdivision of the Land and creation of restrictions.
- 1.8 **"Public Infrastructure Plan"** means the public infrastructure plan approved by Council under the Permit and endorsed with Council's stamp from time to time as a plan which forms part of the Permit.
- 1.9 **"Residential Lot"** means a lot created by the subdivision of the Land that Council considers, in its absolute discretion, is intended to be used and developed for the purpose of a single dwelling without further subdivision.
- 1.10 **"Scheme"** means the *Casey Planning Scheme* or any other planning scheme which applies to the Land from time to time.
- 1.11 **"Stage 1"** means stage 1 of the subdivision approved under the Permit.
- 1.12 **"Stage 1 Interim Drainage Infrastructure"** means:
 - 1.12.1 the drainage infrastructure detailed in annexure 'A' of the Maintenance Plan that is situated in or under Bells Road; and

- 1.12.2 the drainage infrastructure detailed in annexure 'A' of the Maintenance Plan that is situated to the west of Bells Road.

The Stage 1 Interim Drainage Infrastructure includes:

- 1.12.3 item '4' on the Public Infrastructure Plan (Bells Road culvert and pump);
- 1.12.4 item '21' on the Public Infrastructure Plan (temporary retarding basin – stage 1); and
- 1.12.5 all associated and necessary outfall swale drains, inlets, outlets, hydraulic systems, piping, rock beaching, earthworks and landscaping.

- 1.13 **"Stage 1 Maintenance Period"** means the period:

- 1.13.1 commencing on the date of issue of the Statement of Compliance for Stage 1; and
- 1.13.2 concluding on the date that Council certifies in writing that the Ultimate Drainage Works are completed and reasonably operate to Council's satisfaction.

- 1.14 **"Stage 1 Maintenance Works"** means the maintenance works detailed in schedule 2 of the Maintenance Agreement in respect of the Stage 1 Interim Drainage Infrastructure.

- 1.15 **"Stage 3"** means stage 3 of the subdivision approved under the Permit.

- 1.16 **"Stage 3 Interim Drainage Infrastructure"** means the drainage infrastructure detailed in annexure 'A' of the Maintenance Plan that is situated to the east of Bells Road. The Stage 3 Interim Drainage Infrastructure includes:

- 1.16.1 item '21A' on the Public Infrastructure Plan (temporary retarding basin – stage 3); and
- 1.16.2 all associated and necessary outfall swale drains, inlets, outlets, hydraulic systems, piping, rock beaching, earthworks and landscaping.

- 1.17 **"Stage 3 Maintenance Period"** means the period:

- 1.17.1 commencing on the date of issue of the Statement of Compliance for Stage 3; and
- 1.17.2 concluding on the date that Council certifies in writing that the Ultimate Drainage Works are completed and reasonably operate to Council's satisfaction.

- 1.18 **"Stage 3 Maintenance Works"** means the maintenance works detailed in schedule 2 of the Maintenance Agreement in respect of the Stage 3 Interim Drainage Infrastructure.

- 1.19 **"Statement of Compliance"** means a statement of compliance issued under the *Subdivision Act 1988*.

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- 1.20 **"Ultimate Drainage Works"** means the ultimate drainage works required by Council to be delivered including, without limitation, the completion of item '19' on the Public Infrastructure Plan and all associated and necessary outfall swale drains, inlets, outlets, hydraulic systems, piping, rock beaching, earthworks and landscaping.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

3.1.1 This Agreement ends:

- (a) when the Owner has complied with all of the Owner's obligations under this Agreement; or
- (b) otherwise in accordance with the Act.

3.1.2 This Agreement may end, in accordance with section 177 of the Act, in respect of any Residential Lots or proposed Residential Lots if Council agrees in writing that this Agreement ends in respect of those Residential Lots provided that this Agreement must remain recorded on the balance of the Land to Council's satisfaction.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 Stage 1 Interim Drainage Infrastructure

The Owner covenants and agrees that:

- 4.1.1 prior to the issue of a Statement of Compliance for Stage 1, the Owner must construct and complete the Stage 1 Interim Drainage Infrastructure; and
- 4.1.2 at all times during the Stage 1 Maintenance Period, the Owner must:
 - (a) perform the Stage 1 Maintenance Works;
 - (b) maintain the Stage 1 Interim Drainage Infrastructure in good repair and working order; and
 - (c) implement and comply with the Maintenance Agreement;

all at no cost to Council, and all to the satisfaction of Council.

4.2 Stage 3 Interim Drainage Infrastructure

The Owner covenants and agrees that:

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4.2.1 prior to the issue of a Statement of Compliance for Stage 3, the Owner must construct and complete the Stage 3 Interim Drainage Infrastructure; and

4.2.2 at all times during the Stage 3 Maintenance Period, the Owner must:

- (a) perform the Stage 3 Maintenance Works;
- (b) maintain the Stage 3 Interim Drainage Infrastructure in good repair and working order; and
- (c) implement and comply with the Maintenance Agreement;

all at no cost to Council, and all to the satisfaction of Council.

4.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.7 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.



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4.8 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.8.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;
- 4.8.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.8.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.8.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.8.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.8.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.8.8 if the Owner executes a mortgage as required by clause 4.8.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.9 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.10 Council access

The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.11 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and

transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.12 Owner's warranty

The Owner warrants and covenants that:

- 4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.12.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.12.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.12.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.4 Enforcement and severability

- 5.4.1 This Agreement shall operate as a deed between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be



unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

- 5.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

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7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;

- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,
 is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as an agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the
 Manager Statutory Planning and Building
 Services on behalf of **CASEY CITY**
COUNCIL pursuant to the power delegated
 to that person by an Instrument of Delegation
 in the presence of:



[Handwritten signature]

[Handwritten signature]

 Witness

SCOTT HAMILTON

 Print Name

10



SIGNED SEALED AND DELIVERED
by GORDON GILL in the presence of:

)
)

GORDON GILL

B. Ireland

Witness

BRONWYN IRELAND

Print Name

2 Appleby Crt
Nortelkaren 3805

Usual address

SIGNED SEALED AND DELIVERED by
MARGARET SHIRLEY GILL by her duly
appointed attorney GORDON GILL who
certifies that he is authorised to execute this
document under power of attorney dated 7
January 2008 and at the date of execution he
has received no notice of revocation of the
power of attorney in the presence of:

)
)
)
)
)
)
)
)
)
)
)

Signature of attorney

B. Ireland

Witness

BRONWYN IRELAND

Witness name

MORTGAGEE'S CONSENT

AQ255387M

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173



RMBL INVESTMENTS LTD as Mortgagee under Mortgage no. AN072266U which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

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

1) Alexine Pauline Margaret Courtney

2) ELENA GRAYSON

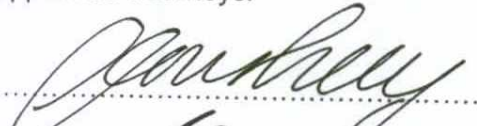
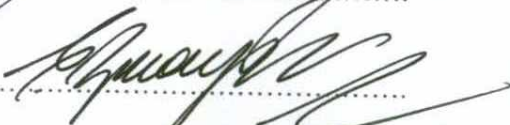
Before me;


.....
Signature of Witness

Marian Barnett

.....
Name of Witness

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


.....

.....

Under Power of Attorney dated 28th October 2015

A certified copy of which is filed in Permanent order Book No 277 at page 036 Item 03.

Imaged Document Cover Sheet

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Number of Pages (excluding this cover sheet)	12
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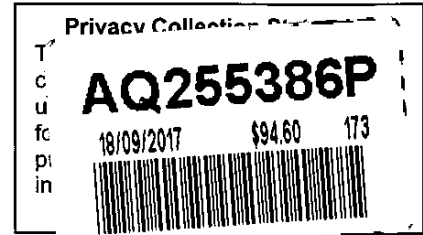
Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

Form 21

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1555
Address: Level 12 469 La Trobe Street
Melbourne Vic 3000
Ref: 115905-01402
Customer code: 1513M



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

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 10027 Folios 604-606 (inclusive); Volume 10528 Folio 301.

Responsible authority: *(name and address)*

Casey City Council of Civic Centre, Magid Drive, Narre Warren, Victoria 3805

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the responsible authority: *Scott Hamilton*

Name of officer: SCOTT HAMILTON - TEAM LEADER SUBDIVISIONS

Date: 13/09/2017 AND DEVELOPMENT ENGINEERING



CASEY CITY COUNCIL

and

**GORDON GILL and
MARGARET SHIRLEY GILL**

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Property: Lots 2, 3, 4 on PS300094R and Lot 2
on PS433177T, Pound Road, Clyde
North, Victoria 3978

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THIS AGREEMENT is made on

7th August

2017

PARTIES

- 1 **CASEY CITY COUNCIL**
of Civic Centre, Magid Drive, Narre Warren, Victoria 3805
("Council")
- 2 **GORDON GILL and MARGARET SHIRLEY GILL**
both of 35 Casey Drive, Berwick, Victoria 3806 (formerly of Lerwick Park, Pound
Road, Clyde 3978)
("Owner")

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 27 of the Permit provides as follows:

"Community Infrastructure Levy

27. *Before the issue of a Statement of Compliance for the subdivision the developer must make payment to Council for the provision of Community Infrastructure, unless before the relevant plan of subdivision is certified under the Subdivision Act 1988, the owner enters into an agreement with the responsible authority made pursuant to Section 173 of the Planning and Environment Act 1987 ("the Act") and makes application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act, which provides for the payment of a Community Infrastructure Levy to Council by a future land owner in accordance with the provisions of the Development Contributions Plan applying to the land and Section 46O of the Act.*

The owner/applicant must pay the responsible authority's costs of the preparation, execution and registration of the Section 173 agreement."

- D The Land is encumbered by mortgage number AN072266U in which RMBL Investments Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
 - comply with condition 27 of the Permit;
 - prohibit, restrict or regulate the use or development of the Land;
 - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- F This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **"Act"** means the *Planning and Environment Act 1987*.
- 1.2 **"Agreement"** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 **"Building Permit"** means a building permit under the *Building Act 1993*.
- 1.4 **"Business Day"** means Monday to Friday excluding public holidays in Victoria.
- 1.5 **"Community Infrastructure Levy"** means the community infrastructure levy required to be paid to the collecting agency under the Development Contributions Plan.
- 1.6 **"Development Contributions Plan"** means the *Clyde Development Contributions Plan, October 2015* which is incorporated in the Scheme (as amended from time to time).
- 1.7 **"GST"** means the goods and services tax as defined in the *GST Act*.
- 1.8 **"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.9 **"Input Tax Credit"** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- 1.10 **"Land"** means the following land within the Scheme:
 - 1.10.1 lot 2 on PS300094R being the whole of the land contained in certificate of title volume 10027 folio 604;
 - 1.10.2 lot 3 on PS300094R being the whole of the land contained in certificate of title volume 10027 folio 605;
 - 1.10.3 lot 4 on PS300094R being the whole of the land contained in certificate of title volume 10027 folio 606; and
 - 1.10.4 lot 2 on PS433177T being the whole of the land contained in certificate of title volume 10528 folio 301.
- 1.11 **"Lot"** means any lot created as a result of:
 - 1.11.1 the subdivision of the Land; or
 - 1.11.2 the subdivision of any part of the Land.
- 1.12 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.13 **"Permit"** means planning permit PlnA00901/14 (formerly PlnE00411/13), issued by Council on 26 November 2014, authorising subdivision of the Land and creation of restrictions.

- 1.14 **"Scheme"** means the *Casey Planning Scheme* or any other planning scheme which applies to the Land from time to time.
- 1.15 **"Tax Invoice"** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement ends:

- 3.1.1 in respect of any Lot, upon the payment of the Community Infrastructure Levy plus any interest, costs or expenses required to be paid to the Council under this Agreement in respect of that Lot, to the satisfaction of the Council; and
- 3.1.2 otherwise, in accordance with the Act.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the Register.

4 OWNER'S COVENANTS

4.1 Community Infrastructure Levy

The Owner covenants and agrees that:

- 4.1.1 the Community Infrastructure Levy in respect of the development of any Lot must be paid to the Council in accordance with the Development Contributions Plan prior to the issue of any Building Permit in connection with that Lot; and
- 4.1.2 if for any reason a Building Permit is not required for the development of any Lot, the Community Infrastructure Levy in respect of the development of that Lot must be paid to the Council in accordance with the Development Contributions Plan before the commencement of that development.

4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

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4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

4.5 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.6 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

4.7.1 to pay to the Council on demand, the Council's reasonable costs and expenses ("**Costs**") incurred as a result of the Owner's non-compliance;

4.7.2 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

and the Owner agrees:

4.7.3 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

4.7.4 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and

4.7.5 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full.

4.8 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.9 Owner's warranty

The Owner warrants and covenants that:

- 4.9.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.9.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.9.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.9.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("**Recipient**") must pay to the other party ("**Supplier**") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.



5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

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6.4.1 This Agreement shall operate as a deed between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

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7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

7.1.4 by facsimile to the person's current number notified to the other party.



7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 7.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 7.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;

- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED as an agreement under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by the)
 A/ Strategic Director City Planning &)
 Infrastructure on behalf of **CASEY CITY**)
COUNCIL pursuant to the power delegated)
 to that person by an Instrument of Delegation)
 in the presence of:)

Ruola Ward

Witness

Susan Krol

Print Name

SIGNED SEALED AND DELIVERED)
 by **GORDON GILL** in the presence of:)

Gordon Gill

GORDON GILL

B. Ireland

Witness

BRONWYN IRELAND

Print Name

2 Appleby Crt

Narre Warren 3805

Usual address

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SIGNED SEALED AND DELIVERED by the)
Manager Statutory Planning and Building)
Services on behalf of **CASEY CITY**)
COUNCIL pursuant to the power delegated)
to that person by an Instrument of Delegation)
in the presence of:)

Witness

SCOTT HAMILTON

Print Name

AQ255386P



SIGNED SEALED AND DELIVERED by)
MARGARET SHIRLEY GILL by her duly)
appointed attorney GORDON GILL who)
certifies that he is authorised to execute this)
document under power of attorney dated 7)
January 2008 and at the date of execution he)
has received no notice of revocation of the)
power of attorney in the presence of:)

Signature of attorney

B. Ireland
Witness

BRONWYN IRELAND
Witness name

MORTGAGEE'S CONSENT

RMBL INVESTMENTS LTD as Mortgagee under Mortgage no. AN072266U which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.

Signed for and on behalf of RMBL Investments Limited AEN 004 483 700 by two (2)
of its attorneys:

1)

2)

Before me:

Alexine Pauline Margaret Courtney

ELENA GRAYSON

Signature of Witness

Under Power of Attorney dated 28th October 2018
A certified copy of which is filed in Permanent
Order Book No 277 at page 036 Item 02.

Marian Barnett

Name of Witness

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1022390

APPLICANT'S NAME & ADDRESS

DAYANI BASNAYAKE C/- LANDATA
MELBOURNE

VENDOR

RANDHAWA, KULVINDER SINGH

PURCHASER

PURPOSE, INFORMATION

REFERENCE

Kulvinder Planning

This certificate is issued for:

LOT 1427 PLAN PS820074 ALSO KNOWN AS 23 NILOMA STREET CLYDE NORTH
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 6
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE
(<https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-legislation/growth-areas-infrastructure-contribution>)

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

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

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

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

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

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

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

15 April 2024

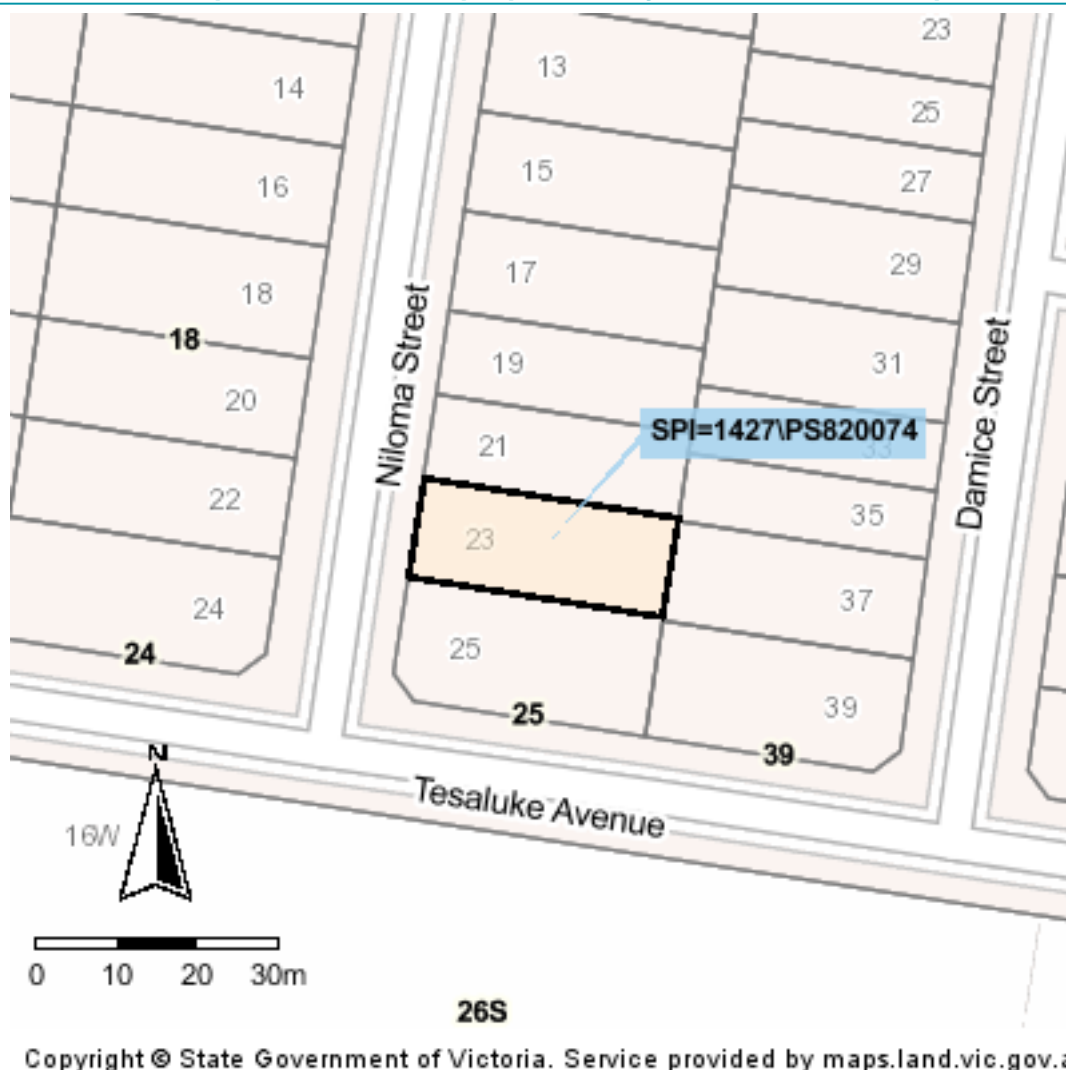
Sonya Kilkenny
Minister for Planning

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PROPERTY REPORT



Energy,
Environment
and Climate Action

From www.land.vic.gov.au at 15 April 2024 01:05 PM

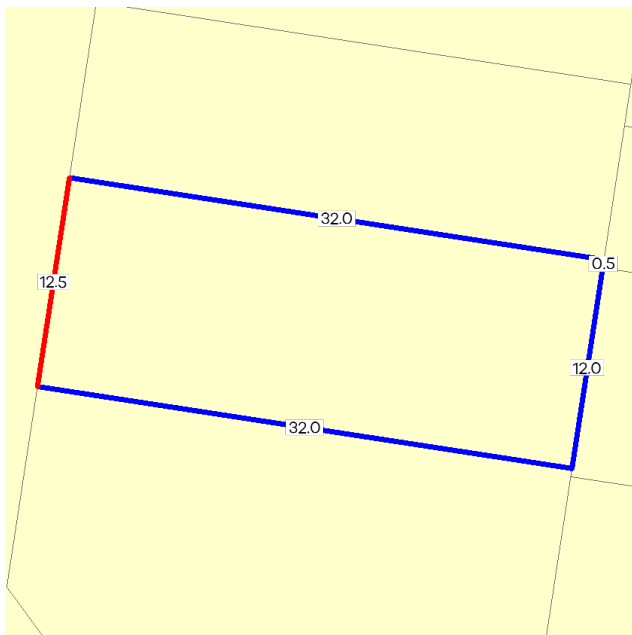
PROPERTY DETAILS

Address: **23 NILOMA STREET CLYDE NORTH 3978**
Lot and Plan Number: **Lot 1427 PS820074**
Standard Parcel Identifier (SPI): **1427\PS820074**
Local Government Area (Council): **CASEY**
Council Property Number: **155742**
Directory Reference: **Melway 321 A2**

www.casey.vic.gov.au

SITE DIMENSIONS

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



Area: 400 sq. m

Perimeter: 89 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **BERWICK**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 15 April 2024 01:05 PM

PROPERTY DETAILS

Address: **23 NILOMA STREET CLYDE NORTH 3978**
Lot and Plan Number: **Lot 1427 PS820074**
Standard Parcel Identifier (SPI): **1427\PS820074**
Local Government Area (Council): **CASEY**
Council Property Number: **155742**
Planning Scheme: **Casey**
Directory Reference: **Melway 321 A2**

www.casey.vic.gov.au

[Planning Scheme - Casey](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **BERWICK**

OTHER

Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Note

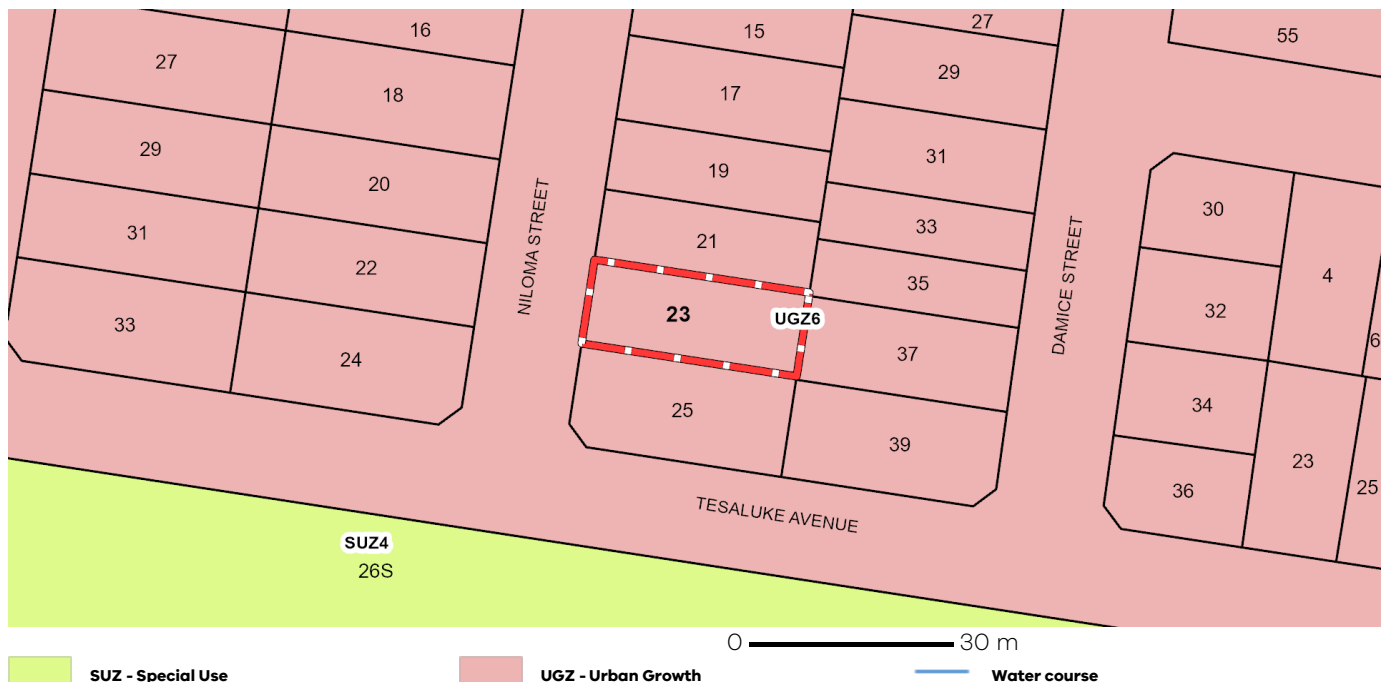
**This land is in an area added to the Urban Growth Boundary after 2005.
It may be subject to the Growth Area Infrastructure Contribution.**

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 6 \(UGZ6\)](#)



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

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

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

PLANNING PROPERTY REPORT: 23 NILOMA STREET CLYDE NORTH 3978

Page 1 of 6

Planning Overlays

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

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 15 \(DCPO15\)](#)



[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)



Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



DJM Building Consultants Pty Ltd
Suite 6, 24 Lakeside Drive
Burwood East, 3151
P: 9887 7990
E: djm@djmabc.com.au

Application Number: BLD20201556

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. CBSU 60948/9788229017219

Issued to

Agent of Owner **Fairhaven Homes Pty Ltd**
Postal Address **12 Wheeler Street Berwick** Postcode **3806**
Address for serving or giving of documents: **12 Wheeler Street Berwick** Postcode **3806**
Contact Person **Kitsa Rallis** Telephone **9704 4041**

Ownership Details (if person issued with permit is not the owner)

Owner **Kulvinder Singh Randhawa & Kulvir Kaur**
Postal Address **8 Sharon Road Springvale South** Postcode **3172**

Property Details [include title details as and if applicable]

Number **23** Street/Road **Niloma Street** Suburb **Clyde North** Postcode **3978**
Lot/s **1427** LP/PS **PS820074**

Municipal District **City of Casey**

Builder

Name **Fairhaven Homes Pty Ltd** Telephone **03 9704 4000**
Address **12 Wheeler Street Berwick 3806**

Details of Building Practitioners and Architects

a) To be engaged in the building work³

Name	Category/class	Registration Number
Fairhaven Homes Pty Ltd	CDB-U	CDB-U48497

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Pramith Honnanthara Arachchige	EC	46818

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **VMIA**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Detached dwelling and garage**

Storeys contained: **1**

BAL Level: **12.5**

Termite Zone: **Yes**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$278,742.00**

Total floor area of new building work in m²: **227**

Building classification

Part of Building: **Whole**

BCA Classification: **1ai**

Part of Building: **Whole**

BCA Classification: **10a**

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation no
City of Casey	Land Liable to Flood	153

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-slab Inspection
3. Steel for Slab Inspection
4. Framework Inspection
5. Occupancy Permit Inspection

Occupation or Use of Building:

An occupancy permit is required prior to the occupation or use of this building

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

Commencement and Completion

This building work must commence by 30 March 2021

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

This building work must be completed by 30 March 2022

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

Conditions

This permit is subject to the following conditions

1. Allotment designated as a Termite area, construction to comply with AS 3660.1.
2. Roof truss computations to be provided for approval prior to frame inspection. Note: Lintel sizes may be altered if supporting point loads.



DJM Building Consultants Pty Ltd

Suite 6, 24 Lakeside Drive

Burwood East, 3151

P: 9887 7990

E: djm@djmbc.com.au

Relevant Building Surveyor

Name: **DJM Building Consultants Pty Ltd**

Address: **Suite 6, 24 Lakeside Drive, Burwood East, 3151**

Building practitioner registration no.: **CBSU 60948**

Permit no.: **CBSU 60948/9788229017219**

Date of issue of permit: **30 March 2020**

RECYCLED WATER
ALL TOILETS AND FRONT AND REAR GARDEN IRRIGATION MUST BE CONNECTED TO ST GERMAN'S RECYCLED WATER SYSTEM, AS PER THE REQUIREMENTS OF SECTION 5.1 RECYCLED WATER OF THE ST GERMAN DESIGN GUIDELINES.

DRIVEWAY
BEACHSIDE COLOURED EXPOSED AGGREGATE CONCRETE TO DRIVEWAY WITH 500MM MIN. LAND STRIP, FRONT PATH AND PORCH TO COMPLY WITH DEVELOPER GUIDELINES BY BUILDER.

OPTICOMM PACKAGE
PROVIDE OPTICOMM PACKAGE INCLUDING: 1 NO. PHONE POINT TO KITCHEN, 1 NO. DATA OUTLET TO FAMILY, 1 NO. BROADCAST (TV) OUTLET TO FAMILY, ALL UNDERGROUND REQUIREMENTS AND 1 NO. DOUBLE POWER POINT TO GARAGE.

NOTE: OWNER IS TO PROVIDE TIMBER POSTS & LAPPED PALINGS TO A MAX. HT OF 1.8m ABOVE NATURAL GROUND LEVEL TO LHS/RS/REAR BOUNDARY/BOUNDARIES AS PER DEVELOPER GUIDELINE AFTER HANDOVER.

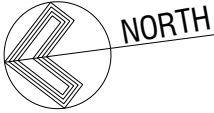
LANDSCAPING NOTE:
-NO MORE THAN 50% OF THE FRONT GARDEN MUST COMPRISE OF HARD PAVED SURFACE.
-ALL GARDEN BED MUST BE EDGED USING BRICK, TIMBER, STEEL OR SPACED EDGES.
-ALL GARDEN BEDS TO BE AT LEAST 500MM WIDE.
-ALLURE STRIP DIRECTLY OUTSIDE TO BE INCLUDED IN THE LANDSCAPING WORK.

ALL ANCILLARY STRUCTURES AND ITEMS MUST MEET THE REQUIREMENTS OF THE DESIGN GUIDELINES, INCLUDING SHEDS, OUTBUILDINGS AND SERVICE EQUIPMENT MUST NOT BE READILY VISIBLE FROM THE PUBLIC REALM OR WILL REQUIRE SCREENING.

THE LETTERBOX BY OWNER AFTER HANDOVER MUST COMPLEMENT THE DWELLING IN COLOUR, DESIGN AND MATERIAL. SINGLE POST SUPPORTED LETTERBOXES ARE NOT PERMITTED.

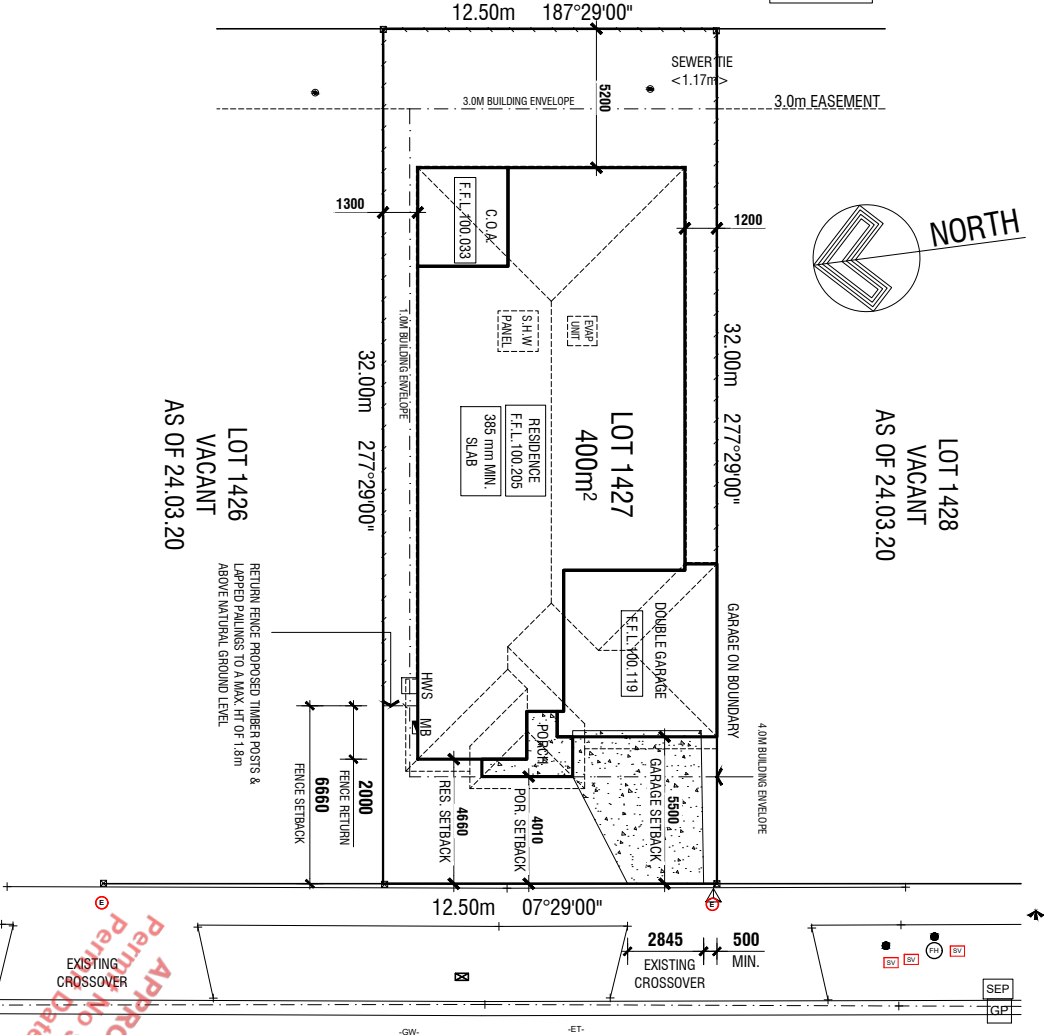
SEWER PIPE
SIZE: 225mm UP CV
DEPTH: 3.06m
OFFSET: 1.27m

SUBDIVISION UNDER CONSTRUCTION



LOT 1428
VACANT
AS OF 24.03.20

LOT 1426
VACANT
AS OF 24.03.20



NILOMA STREET

bridgewater

RANGE BY FAIRHAVEN HOMES

Merimbula 239

Haveen

RH Garage

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DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

REV	DATE	AMENDMENT	BY
A	08/01/19	COLOR DRAWINGS - RS	HEH
B	26/02/19	CONTRACT DRAWINGS - 12	TBA
C	27/05/19	DA ITEMS	DN
D	03/03/20	ADD SURVEY	HEH
E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT: KULVINDER SINGH RANDHAWA AND KULVIR KAUR

SITE ADDRESS: LOT 1427 NILOMA STREET CLYDE NORTH VIC

VEGETATION SCAPE	
AREA TO: RL 99.80	
SITE ANALYSIS	
WIND CLASSIFICATION	N2
SOIL CLASSIFICATION	P(M)
MAX. WATER TABLE RATIO HEIGHT : LENGTH	1:1 (45°)
SITE CUT - EXCAVATION	1:2 (27°)
BAL. CLASSIFICATION	12.5
FLOOD PRONE	YES
AREA ANALYSIS	NO
BUILDINGS	227.85m²
PERMEABLE	172.15m²
TOTAL AREA	57%
PERCENTAGE	43%
BL. CLASSIFICATION	12.5
FLOOD PRONE	YES
AREA ANALYSIS	NO
BUILDINGS	227.85m²
PERMEABLE	172.15m²
TOTAL AREA	57%
PERCENTAGE	43%

NOTES: OWNER'S PLANS MUST NOT INCLUDE DIMENSIONS, AREAS OR VOLUMES OF ANY PART LESS THAN 1M WIDE.

BRAND: HEH

DATE: 26/03/2020

SCALE: 1:200

SHEET: 1A OF 15

JOB NO: 190192

REV: E

DEVELOPER APPROVAL SITE PLAN

Fairhaven Homes Pty. Ltd. - 12 Wheeler St, Bernville VIC 3806
T: (03) 9704 4000 F: (03) 9798 2033

BL No. CDB-U 48497 - ACN 148 914 750

FACADE % CALCULATION	
TOTAL:	11.51(m2) 100.0%
RENDER:	2.69(m2) 23.4%
CLADDING:	2.93(m2) 25.5%
BRICKWORK:	5.89(m2) 51.1%

- PROVIDE SEALS TO ALL EXHAUST FANS. (EXCLUDING KITCHEN RANGEHOOD)
- PROVIDE COMPRESSIBLE SEAL TO HEAD AND JAMB OF EXTERNAL SWINGING DOORS. (EXCLUDING GARAGE).
- PROVIDE WEATHERSTRIP TO BOTTOM EDGE OF EXTERNAL SWINGING DOORS (EXCLUDING GARAGE).

- PROVIDE STOPS TO ALL EXHUST PIPES - (EXCLUDING KITCHEN HANDBLENDS)
- PROVIDE COMPRESSIBLE SEAL TO HEAD AND JAMB OF EXTERNAL SWINGING DOORS - (EXCLUDING GARAGE).
- PROVIDE WEATHERSTRIP TO BOTTOM EDGE OF EXTERNAL SWINGING DOORS (EXCLUDING GARAGE).

R2.0 ADDED BULK INSULATION TO INTERNAL WALLS ADJOINING GARAGE

H3.5 ADDED BULK INSULATION (EXCLUDING GARAGE)

- **SARNED REQUIREMENTS**

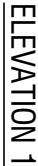
WINDOWS

*NOTE: TYPES AND STYLES AS PER PLANS.

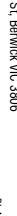
- 3.12.1.1 INSULATION MUST BE IN

3.12.3 SEAL BL

*NOTE: PENETRATIONS TO CEILING ARE EL

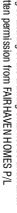


ELEVATION 2



bridgewater

Fairhaven Homes Pty Ltd - 12 Wheeler St, Burnwick VIC 3806
 P : (03) 9704 4000 F: (03) 9796 2033



FAIRHAVEN HOMES

BLW, COB9-U 44497- ACN 149 914 750

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 * DIMENSIONS TO BE READ IN PREFERENCE TO SCALES

MERIMBULA 239

Havein

RH Garage

REV	DATE	AMENDMENT	BY
A	08/01/19	COLOR DRAWINGS - 15	HEIN
B	28/02/19	CONTRACT DRAWINGS - 12	TRIA
C	27/05/19	DA ITEMS	DA
D	06/03/20	ADD SITEFNY	HEIN
E	28/03/20	FINAL DWGMS	ST

Signed BUILDER

Signed OWNER

Date: _____

KUL VINDER SINGH RANDHAWA AND

KULVIR KAUR

FINAL DRAWINGS

SITE ADDRESS:

LOT 1427

NIL OMA STREET

CL CYE NORTH VIC

DRAWN	DATE	SCALE	SHEET	REV
HEIN	26/03/2020	1:100	3 OF 15	E

TIMBER SCHEDULE TO AS 1684

STUMPS:		C/OISTS:	
BEARERS:	CONCRETE SLAB	HIBEMS:	
FLOOR JOISTS:		RATERS:	
TOP PLATE:	90 x 35 PINE MGP10	HIP VALLEY:	
BOTTOM PLATE:	90 x 35 PINE MGP10	UNDERPURLINS:	
STUDS:	90 x 35 PINE F5 OR BETTER @ 800 CTRS	STRUTS:	
		COLLAR TIES:	
NOGINGS:	70 x 35 MERCHANT PINE	ROOF BATTENS:	METAL BATTENS @ 900 CTRS

LINTELS (R.L.W. 6000) - SINGLE OR UPPER STOREY WALLS

LINTEL SIZE	METAL ROOF		TILED ROOF	
	OPENING WIDTH (mm)	JAMB STUDS	OPENING WIDTH (mm)	JAMB STUDS
90 x 45 F17 KDHW	UP TO 1200	2,90 x 35 F5	UP TO 900	2,90 x 35 F5
140 x 45 F17 KDHW	UP TO 1800	2,90 x 35 F5	UP TO 1200	2,90 x 35 F5
190 x 45 F17 KDHW	UP TO 2400	3,90 x 35 F5	UP TO 1800	3,90 x 35 F5
240 x 45 F17 KDHW	UP TO 2700	3,90 x 35 F5	UP TO 2400	3,90 x 35 F5
2,240 x 45 F17 KDHW	UP TO 3600	3,90 x 35 F5	UP TO 2700	4,90 x 35 F5

NOTES:

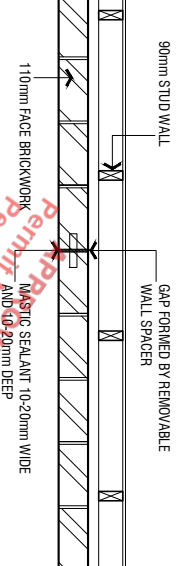
- STEEL LINTELS SHALL BE GALVANISED OR PAINTED WITH ANTI RUST COMPOUND.
- 10MM PLASTERBOARD WALL LINING AND 10MM CEILING LINING THROUGHOUT.
- W/ BLUEBOARD OR HARDIES VILABOARD WALL LINING TO ALL WET AREA WALLS (TILED AREAS ONLY).
- SEAL ALL JOINTS TO MANUFACTURERS SPECIFICATIONS.
- REFER TO FRAMING & LINTEL SCHEDULE FOR ALL TIMBER MEMBERS & LINTEL SIZES.
- REFER TO ENGINEERS SOIL REPORT FOR SOIL CLASSIFICATION.
- ALL EXTERNAL LOAD-BEARING WALLS ARE TO BE POINT LOADED.

WIND CLASSIFICATION N2 AS PER AS4055

BRICKWORK LINTELS

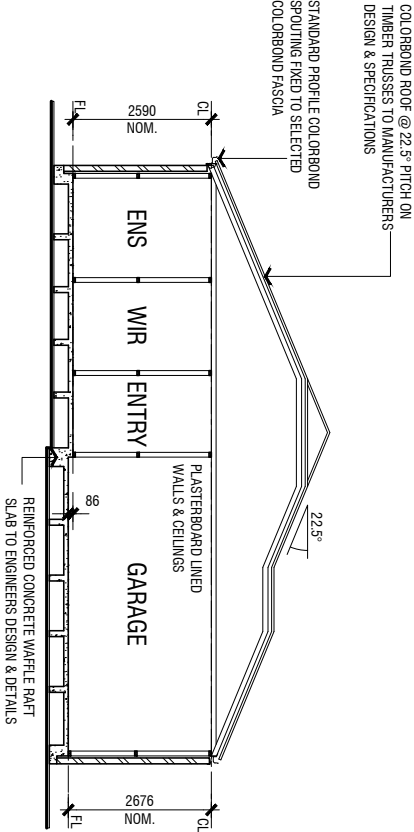
NOTE: ALL LINTELS ONLY APPLICABLE TO SINGLE STOREY DWELLINGS & UPPER FLOOR WINDOWS. REFER TO ENGINEERING FOR GROUND FLOOR WINDOW LINTELS ON DOUBLE STOREY

OPENING WIDTH (mm)	MAX. 900 BWK HEIGHT OVER LINTEL	MAX. 1500 BWK HEIGHT OVER LINTEL	MAX. 2500 BWK HEIGHT OVER LINTEL
LINTEL SIZE			
UP TO 1650	100 x 100 x 8 EA	100 x 100 x 8 EA	100 x 100 x 8 EA
UP TO 1950	100 x 100 x 8 EA	100 x 100 x 8 EA	1500V x 100(H) x 10 UA
UP TO 2400	100 x 100 x 8 EA	1500V x 100(H) x 10 UA	1500V x 100(H) x 10 UA
UP TO 2700	100 x 100 x 8 EA	1500V x 100(H) x 10 UA	REFER TO ENGINEERING
UP TO 2850	1500V x 100(H) x 10 UA	REFER TO ENGINEERING	REFER TO ENGINEERING
UP TO 3950	1500V x 100(H) x 10 UA	REFER TO ENGINEERING	REFER TO ENGINEERING



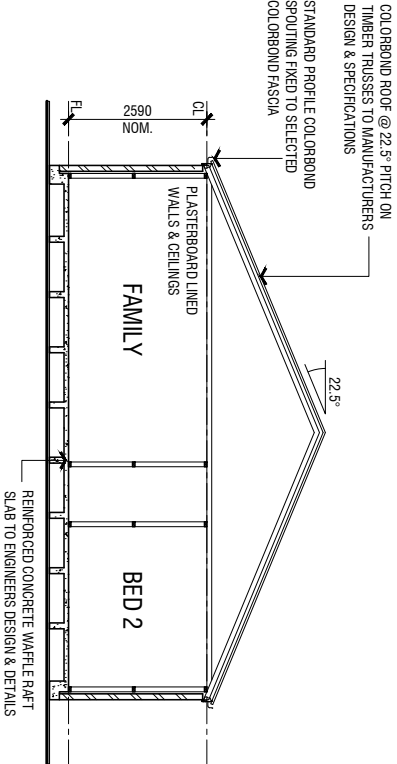
BRICK JOINT DETAIL

SCALE: 1:20



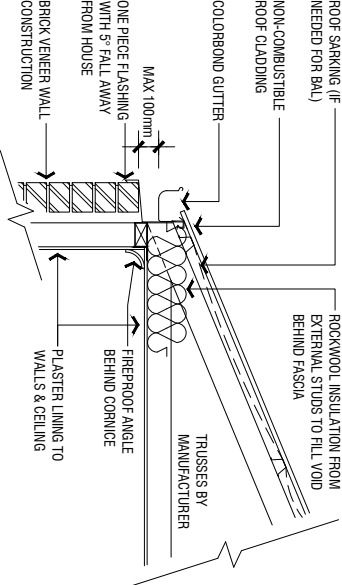
SECTION A-A

SCALE: 1:100



SECTION B-B

SCALE: 1:100



GUTTER ON BRICKWORK DETAIL

SCALE: 1:20

bridgewater

FAIRHAVEN HOMES

Pinhaven Homes Pty Ltd - 12 Wheeler St, Bernwick VIC 3806
T: (03) 9704 4000 F: (03) 9798 2333

BL No. CDB-U 48497 - ACN 148 914 750

MEMIRIBULA 239

Haveen

RH Garage

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DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

REV	DATE	AMENDMENT	BY
A	08/01/19	COLOR DRAWINGS - F5	HEH
B	26/02/19	CONTRACT DRAWINGS - 12	TRA
C	27/05/19	DA ITEMS	DN
D	03/03/20	ADD SURVEY	HEH
E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:

KULVIR SINGH RANDHAWA AND KULVIR KAUR

SITE ADDRESS:

LOT 1 1427 NILOMA STREET CLYDE NORTH VIC

SCALE: 1:100

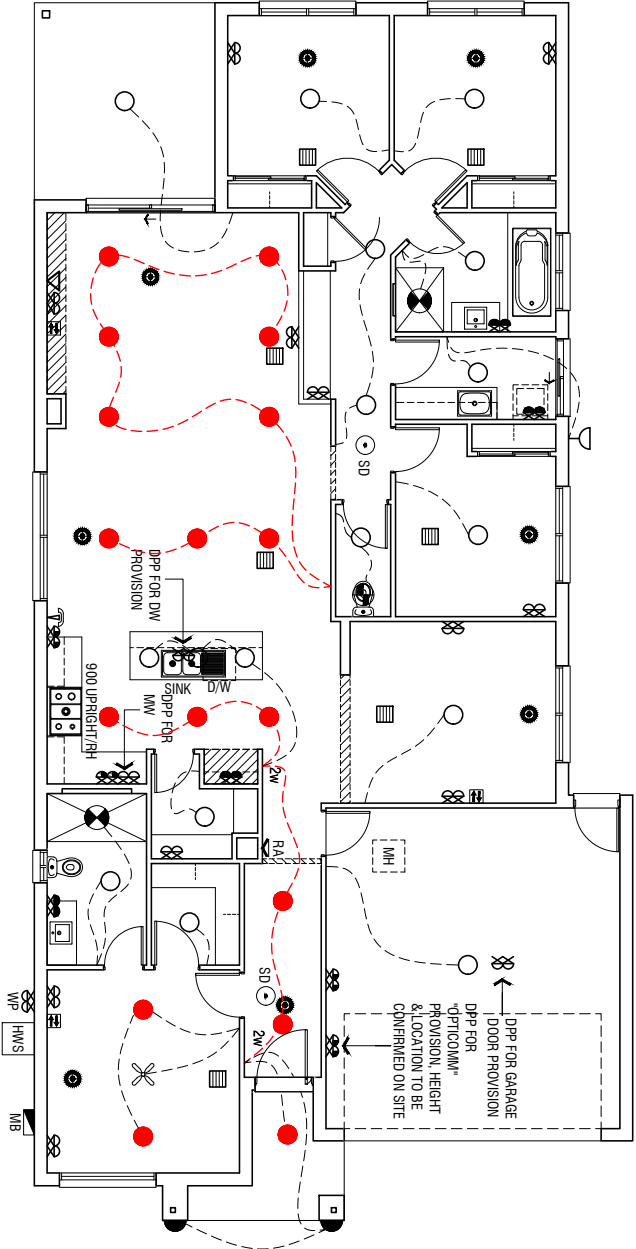
JOB NO: 190192

DATE: 28/03/2020

SHEET: 5 OF 15

REV: E

NOTES:
PROVIDE DOUBLE POWER POINT IN CEILING SPACE FOR DUCTED HEATING UNIT.
PROVIDE WATER AND POWER POINT PROVISION FOR EVAPORATIVE UNIT IN CEILING.
ALL ELECTRICAL POINTS ARE APPROXIMATE ONLY AND SUBJECT TO THE LOCATION OF STRUCTURAL MEMBERS.



ELECTRICAL LEGEND

	SINGLE POWER POINT @ 300mm
	DOUBLE POWER POINT @ 300mm
	SINGLE POWER POINT @ 1200mm
	DOUBLE POWER POINT @ 1200mm
	SINGLE POWER POINT @ 1350mm
	DOUBLE POWER POINT @ 1350mm
	EXTERNAL SINGLE POWER POINT
	EXTERNAL DOUBLE POWER POINT
	POWER POINT FOR SECURITY SYSTEM
	CEILING BATTEN LIGHT FITTING
	LED DOWNLIGHT
	LIGHT FITTING MICROSWITCHED WITH DOOR
	EXTERNAL WALL MOUNTED LIGHT (@2150 UNO)
	INTERNAL WALL MOUNTED LIGHT (@2150 UNO)
	SINGLE PARA FLOOD LIGHT (@2150 UNO)
	DOUBLE PARA FLOOD LIGHT (@2150 UNO)
	SINGLE FLUORESCENT LIGHT (900)
	DOUBLE FLUORESCENT LIGHT (900)
	SINGLE FLUORESCENT LIGHT (1200)
	DOUBLE FLUORESCENT LIGHT (1200)
	SMOKE DETECTOR
	SECURITY PAD
	SECURITY VIDEO MONITOR
	MOVEMENT SENSOR
	METER BOX (REFER TO ELEV. FOR HEIGHT)
	CEILING EXHAUST FAN
	C.E. FAN 25 L/SEC SWITCHED WITH LIGHT
	ISOLATION SWITCH
	DIMMER SWITCH
	TELEVISION POINT (BROADCAST POINT)
	CEILING FAN
	CEILING FAN SWITCHED WITH LIGHT
	JUNCTION BOX
	TELEPHONE POINT
	DATA POINT
	2 WAY SWITCH
	THERMOSTAT
	RETURN AIR VENT
	DUCTED VACUUM UNIT
	HEATING OUTLET (APPROX. LOCATION)
	EVAP. COOLING OUTLET (APPR. LOCATION)
	HEATING/REFRIG. OUTLET (APPR. LOCATION)
	SENSOR FOR ZONED HVAC SYSTEMS
	FANLIGHT/HEATER (2 GLOBE)
	FANLIGHT/HEATER (4 GLOBE)

ELECTRICAL PLAN - GROUND FLR

bridgewater

RANGE BY FAIRHAVEN HOMES

Merimbula 239

Haven RH Garage

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DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

REV	DATE	AMENDMENT	BY
A	08/01/19	COLOR DRAWINGS - R5	HEH
B	26/02/19	CONTRACT DRAWINGS - 12	TRA
C	27/05/19	DA ITEMS	DN
D	03/03/20	ADD SURVEY	HEH
E	26/03/20	FINAL DIMS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT: KULVINDER SINGH RANDHAWA AND KULVIR KAUR

SITE ADDRESS: LOT 1 1427 NILOMA STREET CLYDE NORTH VIC

SCALE: 1:100

SHEET: 6 OF 15

JOB NO: 190192

REV: E

Permit No. 978-22214-14

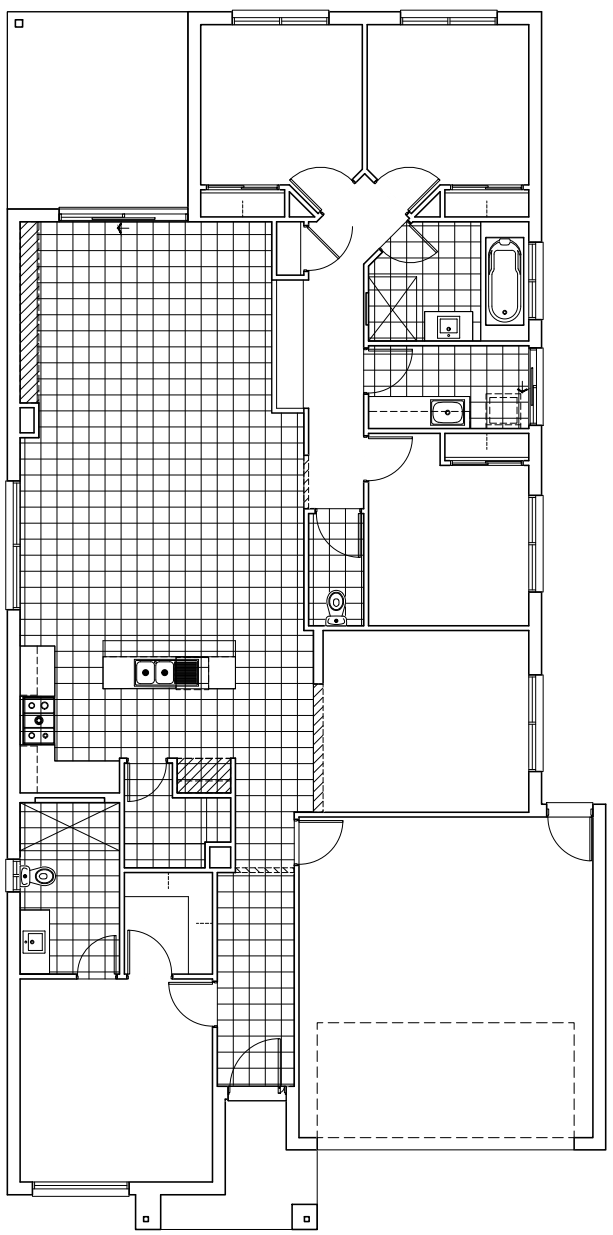
Approved Date: 28/03/2020

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NOTE:
HATCHING IS FOR ILLUSTRATIVE PURPOSES ONLY. SIZE &
USE OF MATERIALS MAY VARY DURING CONSTRUCTION

DENOTES TILED AREAS



FLOOR COVERINGS PLAN



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BL No. CDB-U 48497 - ACN 148 914 750

REV

DATE

AMENDMENT

A

08/01/19

COLOR DRAWINGS - R5

B

26/02/19

CONTRACT DRAWINGS - R2

C

27/05/19

DATE

D

03/03/20

ADD SURVEY

E

26/03/20

FINAL DWGS

BY

HEJ

TRA

DN

HEJ

SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:

KULVINDER SINGH RANDHAWA AND KULVIR KAUR

SITE ADDRESS:

LOT 1427 NILOMA STREET CLYDE NORTH VIC

FINAL DRAWINGS

BRN: HEJ

DATE: 26/03/2020

SCALE: 1:100

SHEET: 7 OF 15

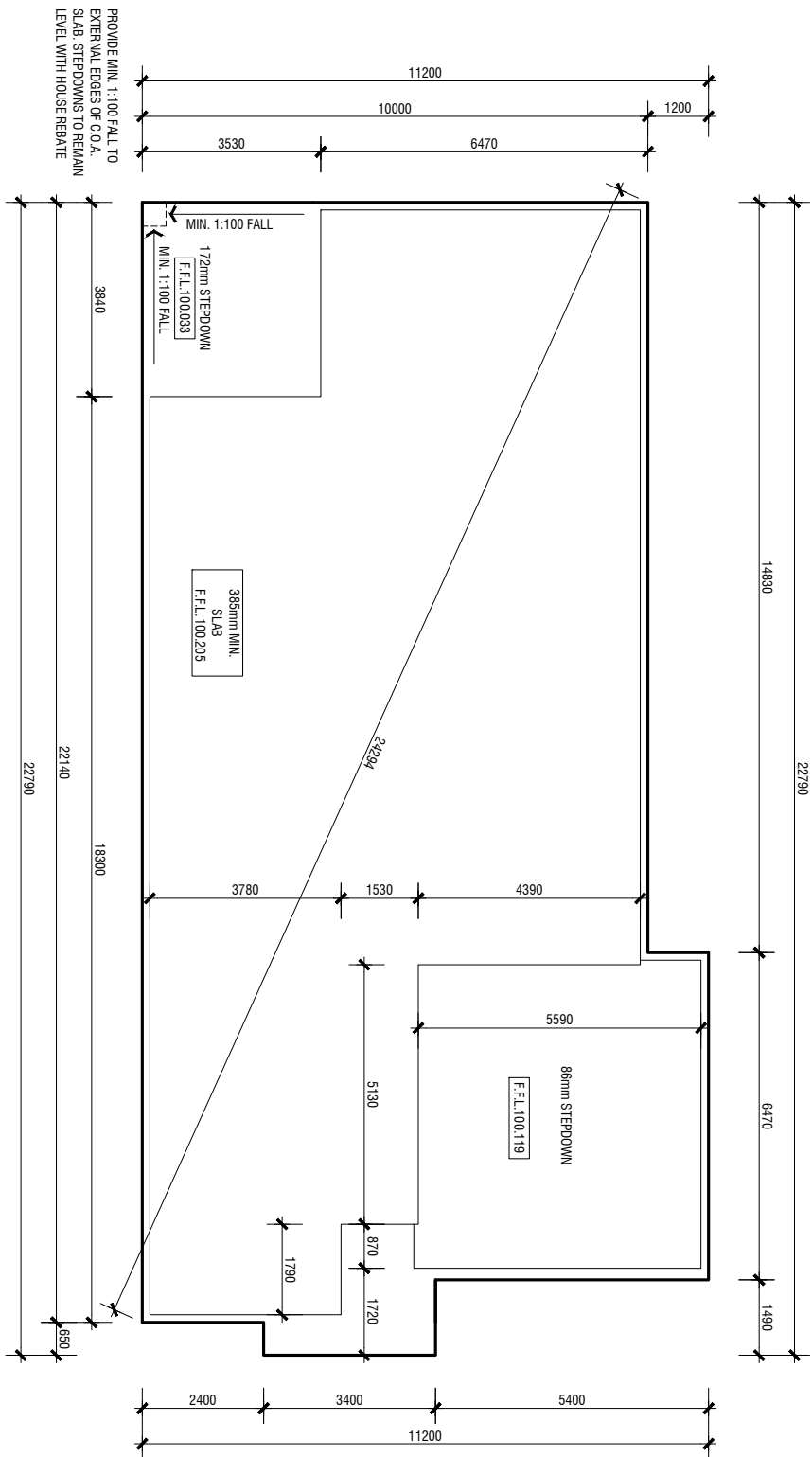
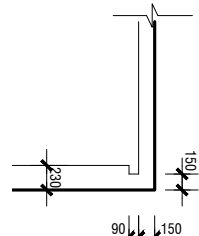
JOB NO: 190192

REV: E


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Permit No 9788229077


Permit Date 30/03/2020



SLAB PLAN



bridgewater



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MERIMBULA 239

Haven
RH Garage

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REV	DATE	AMENDMENT	BY
A	08/01/19	COLOR DRAWINGS - R5	HEJ
B	26/02/19	CONTRACT DRAWINGS - 12	TBA
C	27/05/19	DATE	DN
D	03/03/20	ADD SURVEY	HEJ
E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:
KULVINDER SINGH RANDHAWA AND
KULVIR KAUR

SITE ADDRESS:
LOT 1427
NILOMA STREET
CLYDE NORTH VIC

FINAL DRAWINGS

DATE: 26/03/2020

SCALE: 1:100

SHEET: 8 OF 15

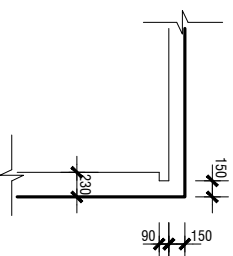
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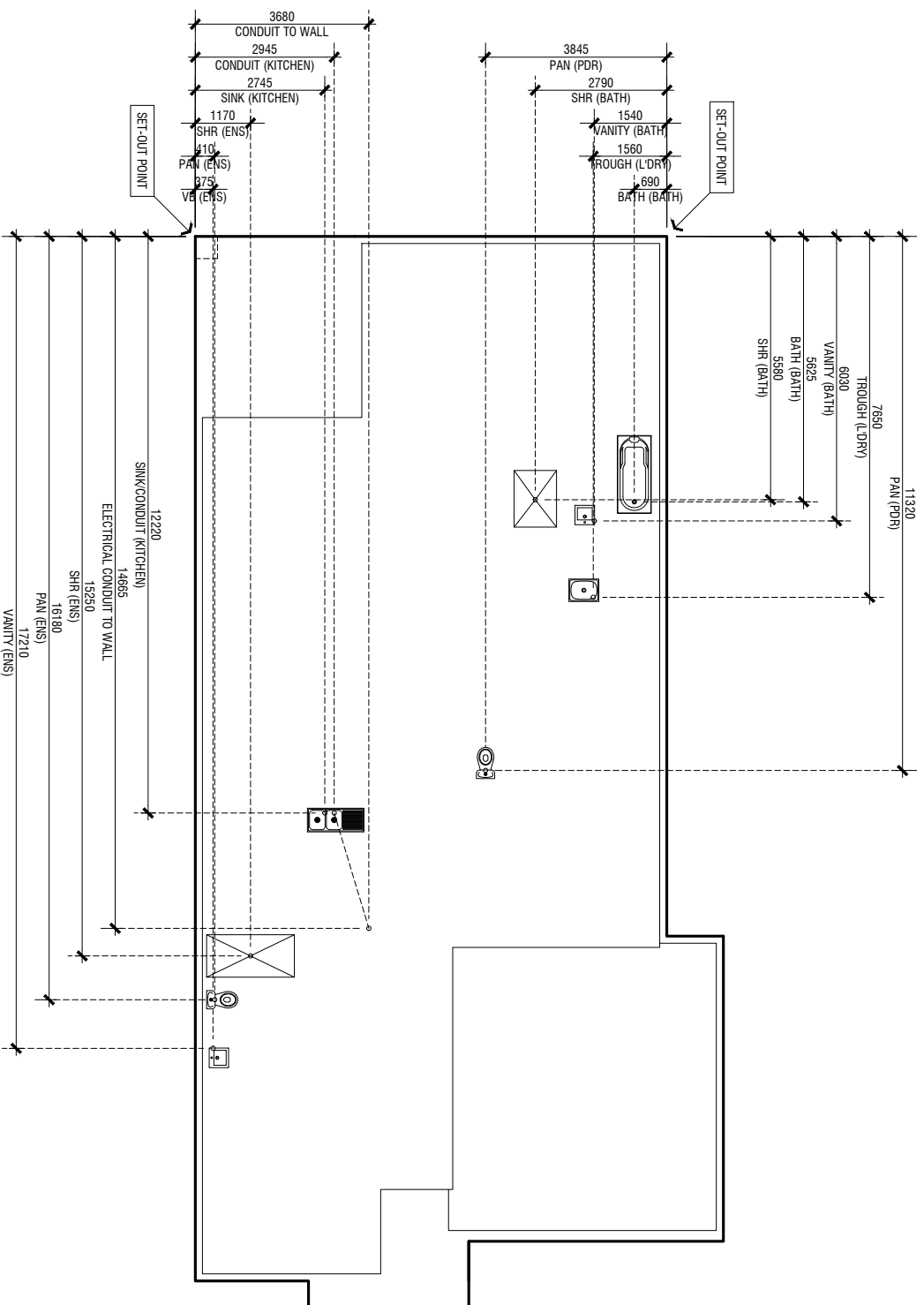
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Permit Date 30/03/2020




FRONT OF GARAGE EXTERNAL
CORNER REBATE DETAIL - 1:50



PLUMBING LAYOUT



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DIMENSIONS TO BE READ IN PREFERENCE TO SCALES

REV	DATE	AMENDMENT
A	08/01/19	COLOR DRAWINGS - R5
B	26/02/19	CONTRACT DRAWINGS - 12
C	27/05/19	DATA ITEMS
D	03/03/20	ADD SURVEY
E	26/03/20	FINAL DIMS

BY	DATE	BY
HEH	08/01/19	HEH
TRA	26/02/19	TRA
DN	27/05/19	DN
HEH	03/03/20	HEH
SZ	26/03/20	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:

KULVINDER SINGH RANDHAWA AND
KULVIR KAUR

SITE ADDRESS:

LOT 1427
NILOMA STREET
CLYDE NORTH VIC

FINAL DRAWINGS

DATE: 26/03/2020

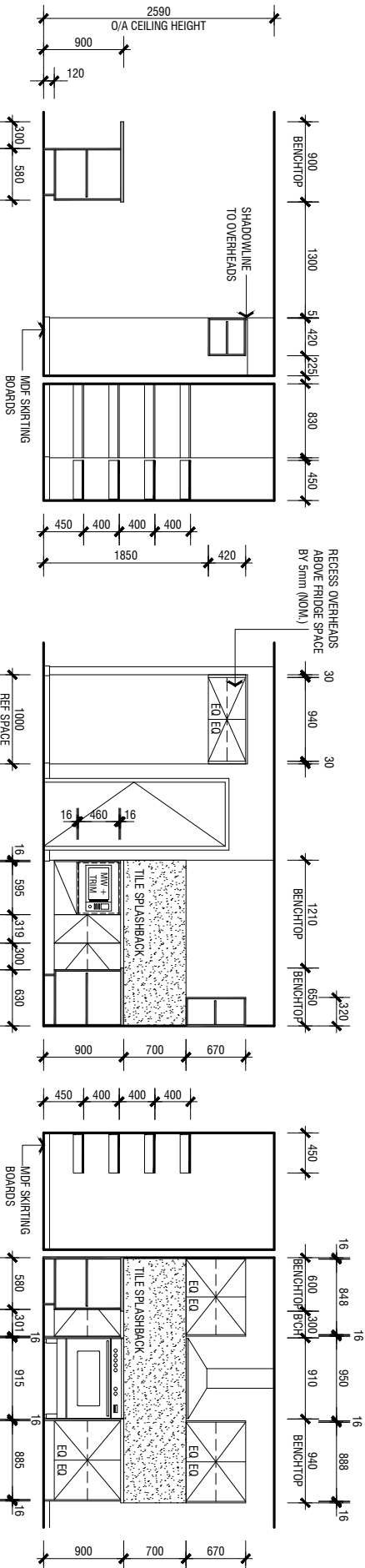
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SHEET: 9 OF 15

JOB NO: 190192

REV: E

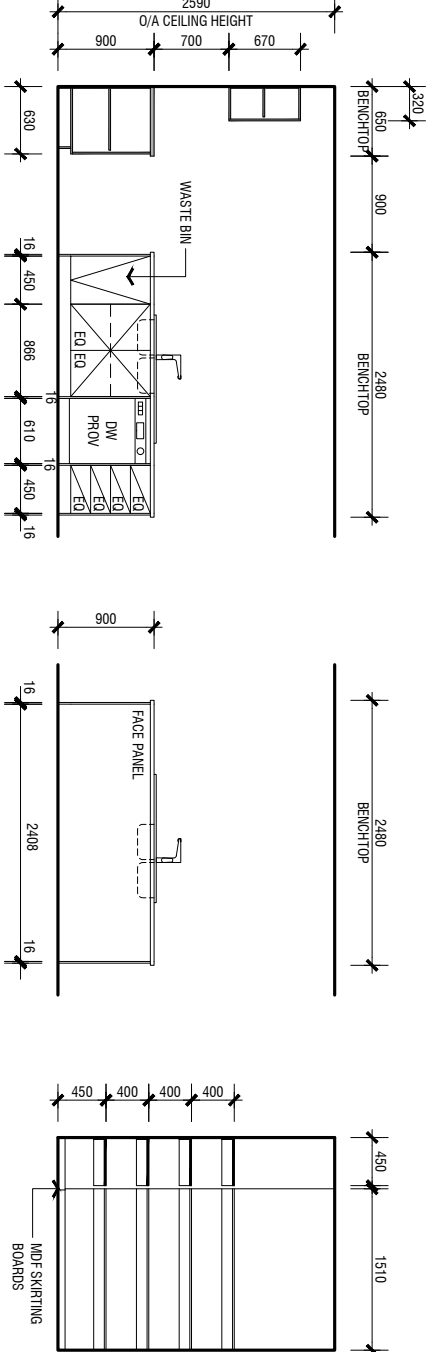
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Permit No 97882290717
Permit Date 30/03/2020



KITCHEN A/PANTRY A

KITCHEN B

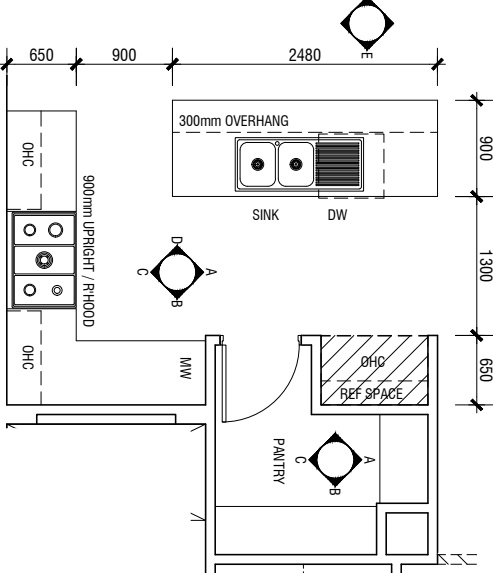
KITCHEN C/PANTRY C



KITCHEN D

KITCHEN E

PANTRY B



KITCHEN/PANTRY

SCALE: 1:50

INTERNALS - Kitchen/Pantry



NOTE:
1. ALL INTERNAL & PLUMBING SETOUT DIMENSIONS ARE FROM TIMBER FRAME
2. INTERNAL ELEVATIONS ARE INDICATIVE ONLY
ALL CUPBOARD DIMENSIONS TO BE SITE MEASURED

PROVIDE 40mm STONE EDGE BENCHTOP TO KITCHEN.

bridgewater

RANGE BY FAIRHAVEN HOMES

Merimbula 239

Haveen

RH Gairage

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C	27/05/19	DA ITEMS	DN
D	03/03/20	ADD SURVEY	HEH
E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:

KULVIR KAUR

SITE ADDRESS:

LOT 1427

NILOMA STREET

CLYDE NORTH VIC

FINAL DRAWINGS

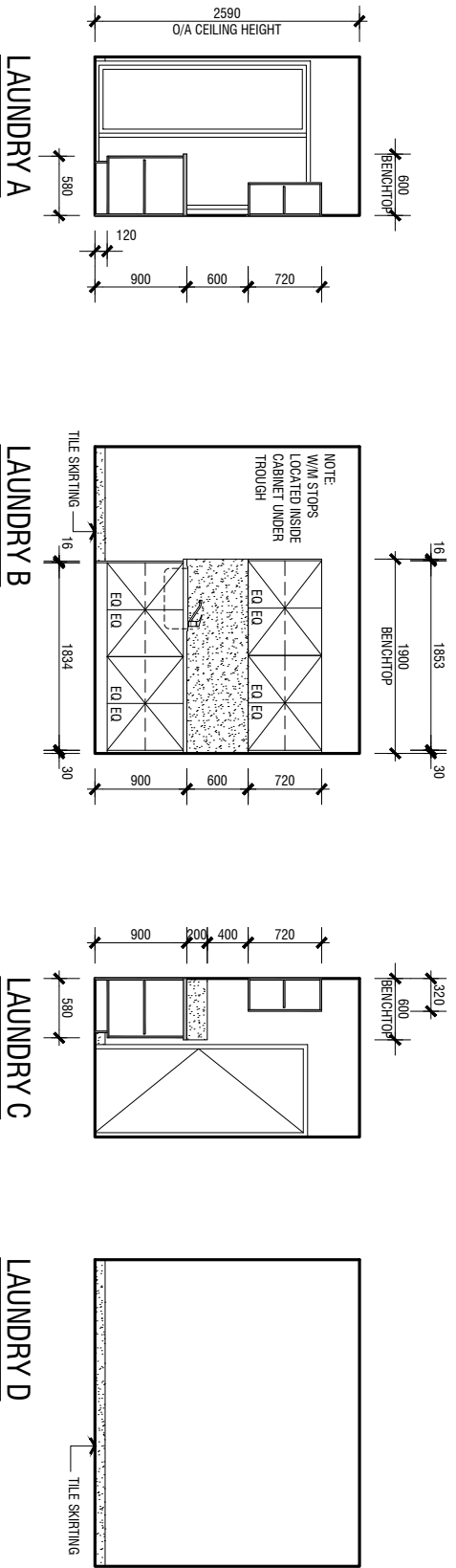
DATE: 28/03/2020

SCALE: 1:50

SHEET: 10 OF 15

JOB NO: 190192

REV: E



NOTE:
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2. INTERNAL ELEVATIONS ARE INDICATIVE ONLY
ALL CUPBOARD DIMENSIONS TO BE SITE MEASURED



INTERNALS - Laundry

bridgewater

FAIRHAVEN HOMES

RANGE BY

FAIRHAVEN HOMES

BL No. CDB-U 48497 - ACN 149 914 750

Merimbula 239

Haven

RH Garage

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D	03/03/20	ADD SURVEY	HEH
E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:

KULVINDER SINGH RANDHAWA AND

KULVIR KAUR

SITE ADDRESS:

LOT 1427

NILOMA STREET

CLYDE NORTH VIC

FINAL DRAWINGS

DATE: 28/03/2020

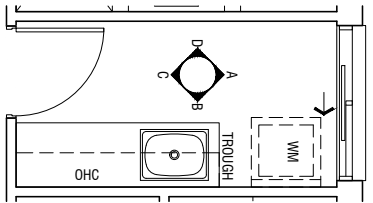
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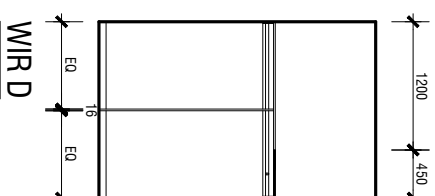
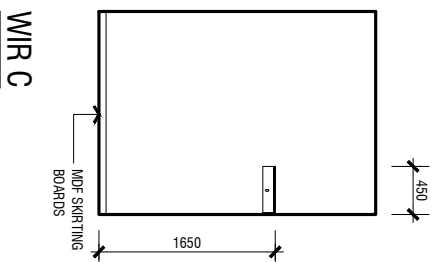
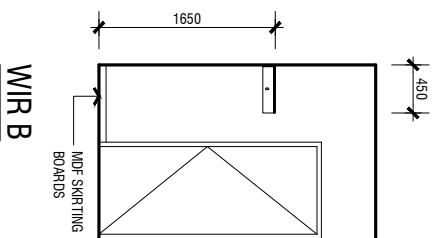
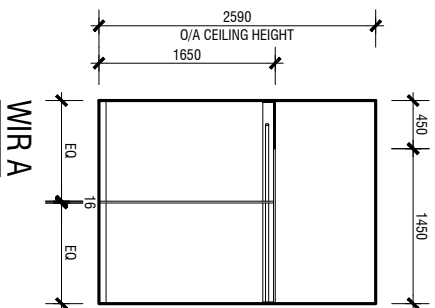
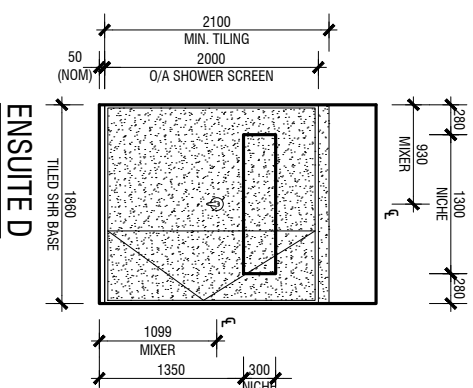
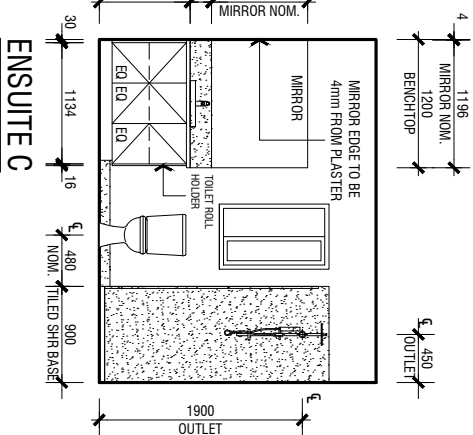
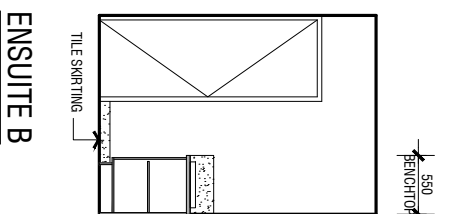
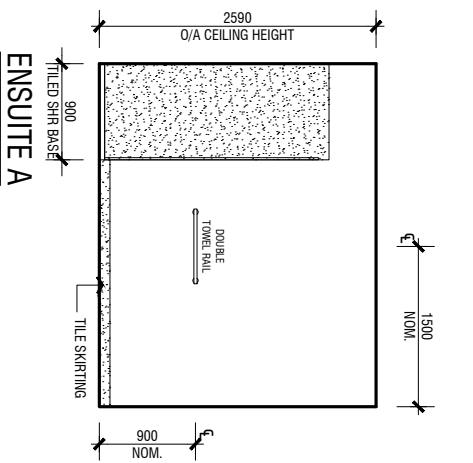
SHEET: 11 OF 15

JOB NO: 190192

REV: E

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Permit No 9788229077
Permit Date 30/03/2020





NOTE:
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2. INTERNAL ELEVATIONS ARE INDICATIVE ONLY
ALL CUPBOARD DIMENSIONS TO BE SITE MEASURED

PROVIDE 40mm STONE EDGE BENCHTOP TO ENSUITE.

DENOTES
TILING

INTERNALS - Ensuite / WIR



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BL No. CDB-U 48497 - ACN 148 914 750

MERIMBULA 239

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REV	DATE	AMENDMENT	BY
A	08/01/19	COLOR DRAWINGS - R5	HEH
B	26/02/19	CONTRACT DRAWINGS - R5	TRA
C	27/05/19	DATE ITEMS	DN
D	03/03/20	ADD SURVEY	HEH
E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:

KULVINDER SINGH RANDHAWA AND
KULVIR KAUR

SITE ADDRESS:

LOT 1427

NILOMA STREET

CLYDE NORTH VIC

FINAL DRAWINGS

BRN/HEH

DATE: 28/03/2020

SCALE: 1:50

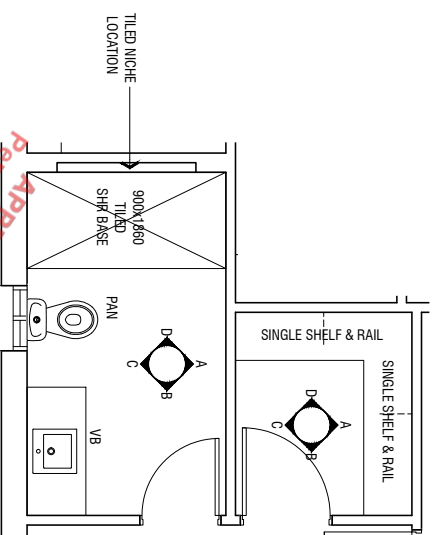
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JOB NO:

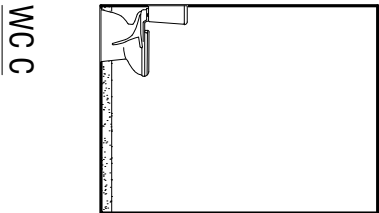
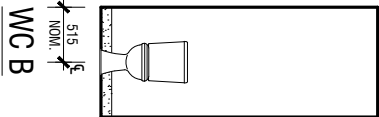
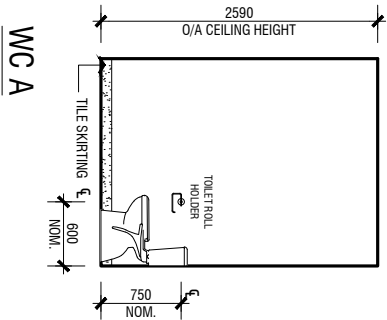
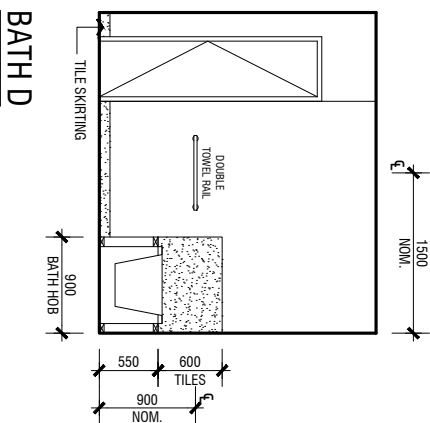
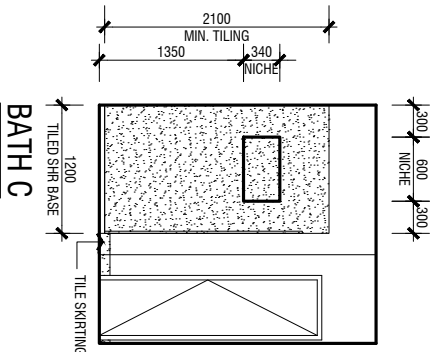
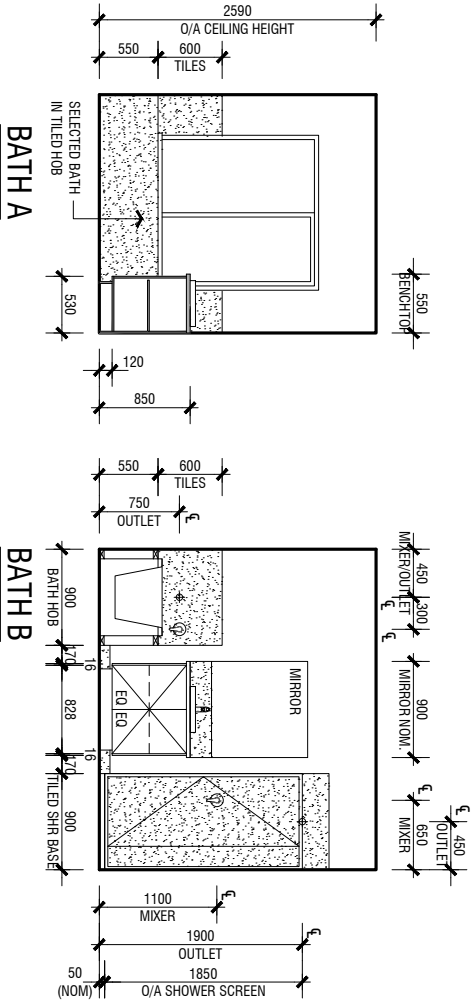
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REV:

E



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Permit No: 30023120017
882290717



NOTE:
1. ALL INTERNAL & PLUMBING SETOUT DIMENSIONS ARE FROM TIMBER FRAME
2. INTERNAL ELEVATIONS ARE INDICATIVE ONLY
ALL CUPBOARD DIMENSIONS TO BE SITE MEASURED

PROVIDE 40mm STONE EDGE BENCHTOP TO BATH.

DENOTES
TILING

INTERNALS - Bath / WC

bridgewater

FAIRHAVEN HOMES

RANGE BY

FAIRHAVEN HOMES

BL No. CDB-U 48497 - ACN 148 914 750

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MERIMBULA 239

HaVen
RH Garage

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E	26/03/20	FINAL DWGS	SZ

Signed BUILDER

Signed OWNER

Date:

CLIENT:
KULVINDER SINGH RANDHAWA AND
KULVIR KAUR

SITE ADDRESS:
LOT 1 1427
NILOMA STREET
CLYDE NORTH VIC

FINAL DRAWINGS

DATE: 28/03/2020

SCALE: 1:50

SHEET: 13 OF 15

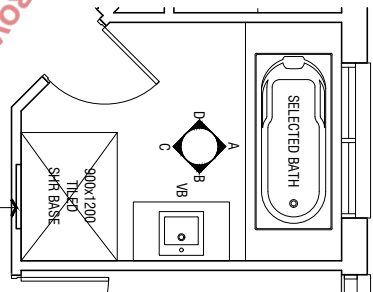
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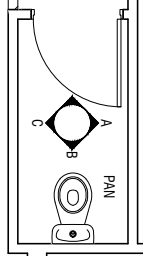
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BATHROOM

TILED NICHE LOCATION





WC
SCALE: 1:50



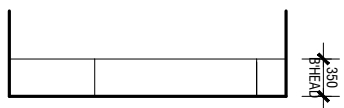
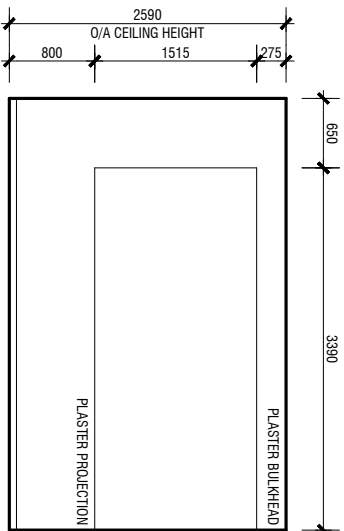
BAL 12.5 BUSHFIRE REQUIREMENTS

<p>EXTERNAL WALLS</p> <p>EXTERNAL WALL SURFACE THAT IS LESS THAN 400 MM FROM THE GROUND OR LESS THAN 400 MM ABOVE DECKS, CARPORT ROOFS, AWNINGS AND SIMILAR ELEMENTS OR FITTINGS HAVING AN ANGLE LESS THAN 18 DEGREES TO THE HORIZONTAL SHALL BE:</p> <p>(A) NON-COMBUSTIBLE MATERIAL; OR</p> <p>(B) FIBRE-CEMENT EXTERNAL CLADDING, A MINIMUM OF 6 MM IN THICKNESS; OR</p> <p>(C) BUSHFIRE-RESISTING TIMBER</p> <p>Joints</p> <p>ALL JOINTS IN THE EXTERNAL SURFACE MATERIAL OF WALLS SHALL BE COVERED, SEALED, OVERLAPPED, BACKED OR BOLT-JOINTED TO PREVENT GAPS GREATER THAN 3 MM.</p> <p>ALTERNATIVELY, SARKING-TYPE MATERIAL MAY BE APPLIED OVER THE OUTER FACE OF THE FRAME PRIOR TO FIXING ANY EXTERNAL CLADDING.</p> <p>VENTS & WEEPHOLES</p> <p>VENTS AND WEEPHOLES IN EXTERNAL WALLS SHALL BE SCREENED WITH A MESH WITH A MAXIMUM APERTURE OF 2 MM, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM.</p> <p>WINDOWS</p> <p>WINDOW ASSEMBLIES LESS THAN 400 MM FROM THE GROUND OR LESS THAN 400 MM ABOVE DECKS, CARPORT ROOFS, AWNINGS AND SIMILAR ELEMENTS OR FITTINGS HAVING AN ANGLE LESS THAN 18 DEGREES TO THE HORIZONTAL, SHALL BE MADE FROM ONE OF THE FOLLOWING:</p> <p>(A) BUSHFIRE-RESISTING TIMBER OR;</p> <p>(B) METAL</p> <p>EXTERNALLY FITTED HARDWARE THAT SUPPORTS THE SASH IN ITS FUNCTIONS OF OPENING AND CLOSING SHALL BE METAL.</p> <p>GLAZING LESS THAN 400 MM FROM THE GROUND OR LESS THAN 400 MM ABOVE DECKS, CARPORT ROOFS, AWNINGS AND SIMILAR ELEMENTS OR FITTINGS HAVING AN ANGLE LESS THAN 18 DEGREES TO THE HORIZONTAL, SHALL BE GRADE A SAFETY GLASS MINIMUM 4 MM</p> <p>NOTE: WHERE DOUBLE GLAZED UNITS ARE USED THE ABOVE REQUIREMENTS APPLY TO THE EXTERNAL FACE OF THE WINDOW ASSEMBLY ONLY.</p> <p>THE OPENABLE PORTIONS OF WINDOWS SHALL BE SCREENED WITH MESH WITH A MAXIMUM APERTURE OF 2 MM, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM.</p> <p>DOORS (SIDE-HUNG)</p> <p>SIDE-HUNG EXTERNAL DOORS, INCLUDING FRENCH DOORS, PANEL FOLD AND BI-FOLD DOORS, SHALL BE:</p> <p>(A) NON-COMBUSTIBLE; OR</p> <p>(B) A SOLID TIMBER DOOR, HAVING A MINIMUM THICKNESS OF 35 MM FOR THE FIRST 400 MM ABOVE THE THRESHOLD; OR</p> <p>(C) A DOOR, INCLUDING A HOLLOW CORE DOOR, WITH A NON-COMBUSTIBLE KICKPLATE ON THE OUTSIDE FOR THE FIRST 400 MM ABOVE THE THRESHOLD; OR</p> <p>(D) A FULLY FRAMED GLAZED DOOR, THAT IS MADE FROM METAL OR A BUSHFIRE RESISTING MATERIAL.</p> <p>WHERE DOORS INCORPORATE GLAZING, THE GLAZING SHALL COMPLY WITH THE GLAZING REQUIREMENTS FOR WINDOWS.</p> <p>DOORS SHALL BE TIGHT-FITTING TO THE DOORFRAME AND TO AN ADJUTTING DOOR, IF APPLICABLE. WHERE ANY PART OF THE DOOR ASSEMBLY IS LESS THAN 400 MM FROM THE GROUND OR LESS THAN 400 MM ABOVE DECKS, CARPORT ROOFS, AWNINGS AND SIMILAR ELEMENTS OR FITTINGS HAVING AN ANGLE LESS THAN 18 DEGREES TO THE HORIZONTAL, SHALL BE MADE FROM ONE OF THE FOLLOWING:</p> <p>(A) BUSHFIRE-RESISTING TIMBER OR;</p> <p>(B) METAL.</p> <p>WEATHER STRIPS, DRAUGHT EXCLUDERS OR DRAUGHT SEALS SHALL BE INSTALLED AT THE BASE OF SIDE-HUNG EXTERNAL DOORS.</p>	<p>DOORS (SLIDING)</p> <p>(A) ANY GLAZING INCORPORATED IN SLIDING DOORS SHALL BE GRADE A SAFETY GLASS COMPLYING WITH AS 1288.</p> <p>(B) SLIDING DOORS SHALL BE TIGHT-FITTING TO THE FRAME</p> <p>(C) THERE IS NO REQUIREMENT TO SCREEN THE OPENABLE PART OF A SLIDING DOOR.</p> <p>VEHICLE ACCESS DOORS (GARAGE DOORS)</p> <p>THE LOWER PORTION OF THE VEHICLE ACCESS DOOR, WITHIN 400mm ABOVE GROUND LEVEL, WHEN CLOSED, SHALL BE MADE OF:</p> <p>(A) NON-COMBUSTIBLE MATERIAL; OR</p> <p>(B) BUSHFIRE-RESISTING TIMBER; OR</p> <p>(C) FIBRE-CEMENT SHEET WITH A MINIMUM THICKNESS OF 6mm; OR</p> <p>(D) AN APPROVED BUSHFIRE-RESISTANT TIMBER SPECIES; OR</p> <p>PANEL, LIFT, TILT DOORS OR SIDE-HUNG DOORS SHALL BE FITTED WITH SUITABLE WEATHER STRIPS, DRAUGHT EXCLUDERS, DRAUGHT SEALS OR GUIDE TRACKS, AS APPROPRIATE TO THE DOOR TYPE, WITH A MAXIMUM GAP NO GREATER THAN 3mm. ROLLER DOORS SHALL HAVE GUIDE TRACKS WITH A MAXIMUM GAP NO GREATER THAN 3mm AND BE FITTED WITH NYLON BRUSH THAT IS IN CONTACT WITH THE DOOR. VEHICLE ACCESS DOORS SHALL NOT INCLUDE VENTILATION SLOTS.</p> <p>ROOFS</p> <p>THE FOLLOWING APPLY TO ALL TYPES OF ROOFS AND ROOFING SYSTEMS:</p> <p>(A) ROOF TILES, ROOF SHEETS AND ROOF-COVERING ACCESSORIES SHALL BE NON-COMBUSTIBLE;</p> <p>(B) THE ROOF/WALL JUNCTION SHALL BE SEALED, TO PREVENT OPENINGS GREATER THAN 3 MM, EITHER BY THE USE OF FASQIA AND EAVES LININGS OR BY SEALING BETWEEN THE TOP OF THE WALL AND THE UNDERSIDE OF THE ROOF AND BETWEEN THE RAFTERS AT THE LINE OF THE WALL.</p> <p>(C) ROOF VENTILATION OPENINGS, SUCH AS GABLE AND ROOF VENTS, SHALL BE FITTED WITH EMERER GUARDS MADE OF NON-COMBUSTIBLE MATERIAL OR A MESH OR PERFORATED SHEET WITH A MAXIMUM APERTURE OF 2 MM, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM.</p> <p>ROOFS SHALL BE FULLY SARKED. THE SARKING SHALL:</p> <p>(A) HAVE A FLAMMABILITY INDEX OF NOT MORE THAN 5;</p> <p>(B) BE LOCATED DIRECTLY BELOW THE ROOF BATTENS;</p> <p>(C) COVER THE ENTIRE ROOF AREA INCLUDING THE RIDGE;</p> <p>(D) NOT HAVE ANY GAPS FOR TILED ROOFS;</p> <p>(E) HAVE ANY GAPS GREATER THAN 3mm FOR COLORBOND ROOFS, UNDER CORRUGATIONS OR RIBS OF SHEET ROOFING AND BETWEEN ROOF COMPONENTS, SEALED AT THE FASQIA OR WALL LINE AND AT VALLEYS, HIPS AND RIDGES BY:</p> <p>i) A MESH OR PERFORATED SHEET WITH A MAXIMUM APERTURE OF 2mm, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM; OR</p> <p>ii) MINERAL WOOL; OR</p> <p>iii) OTHER NON-COMBUSTIBLE MATERIAL</p> <p>ROOF PENETRATIONS</p> <p>THE FOLLOWING APPLY TO ROOF PENETRATIONS:</p> <p>(A) ROOF PENETRATIONS, INCLUDING ROOF LIGHTS, ROOF VENTILATORS, ROOF-MOUNTED EVAPORATIVE COOLING UNITS, AERIALS, VENT PIPES AND SUPPORTS FOR SOLAR COLLECTORS, SHALL BE ADEQUATELY SEALED AT THE ROOF TO PREVENT GAPS GREATER THAN 3 MM. THE MATERIAL USED TO SEAL THE PENETRATION SHALL BE NON-COMBUSTIBLE.</p> <p>(B) OPENINGS IN VENTED ROOF LIGHTS, ROOF VENTILATORS OR VENT PIPES SHALL BE FITTED WITH EMERER GUARDS MADE FROM A MESH OR PERFORATED SHEET WITH A MAXIMUM APERTURE OF 2 MM, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM.</p> <p>(C) ALL OVERHEAD GLAZING SHALL BE GRADE A LAMINATED SAFETY GLASS COMPLYING WITH AS 1288.</p>	<p>(D) GLAZED ELEMENTS IN ROOF LIGHTS AND SKYLIGHTS MAY BE OF POLYMER PROVIDED A GRADE A SAFETY GLASS DIFFUSER, COMPLYING WITH AS 1288, IS INSTALLED UNDER THE GLAZING, WHERE GLAZING IS AN INSULATING GLAZING UNIT (IGU), GRADE A TOUGHENED SAFETY GLASS, MINIMUM 4 MM, SHALL BE USED IN THE OUTER PANE OF THE IGU.</p> <p>(E) FLASHING ELEMENTS OF TUBULAR SKYLIGHTS MAY BE OF A FIRE-RETARDANT MATERIAL, PROVIDED THE ROOF INTEGRITY IS MAINTAINED BY AN UNDER-FLASHING OF A MATERIAL HAVING A FLAMMABILITY INDEX NO GREATER THAN 5.</p> <p>(F) EVAPORATIVE COOLING UNITS SHALL BE FITTED WITH BUTTERFLY CLOSERS AT OR NEAR THE CEILING LEVEL. OR, THE UNIT SHALL BE FITTED WITH NON-COMBUSTIBLE COVERS WITH A MESH OR PERFORATED SHEET WITH A MAXIMUM APERTURE OF 2 MM, MADE OF CORROSION-RESISTANT STEEL, BRONZE OR ALUMINIUM.</p> <p>(G) VENT PIPES MADE FROM PVC ARE PERMITTED.</p> <p>VERANDAH, DECKS, STEPS, RAMPS AND LANDINGS</p> <p>(A) DECKING SHALL EITHER BE SARKED (PREFERABLY WITH A MAXIMUM GAP OF 3mm) OR CONTINUOUS (i.e. WITHOUT SPACINGS).</p> <p>(B) THERE IS NO REQUIREMENT TO ENCLOSE THE SUBFLOOR SPACE OF VERANDAHs, DECKS, STEPS, RAMPS OR LANDINGS. HOWEVER, IF REQUIRED, MATERIALS THAT ARE LESS THAN 400mm FROM GROUND LEVEL, SHALL BE MADE OF:</p> <p>i) NON-COMBUSTIBLE MATERIAL; OR</p> <p>ii) BUSHFIRE-RESISTING TIMBER; OR</p> <p>iii) FIBRE-CEMENT EXTERNAL CLADDING WITH A MINIMUM THICKNESS OF 6mm; OR</p> <p>iv) AN APPROVED BUSHFIRE-RESISTANT TIMBER SPECIES; OR</p> <p>v) A COMBINATION OF ANY OF ITEMS (i), (ii), (iii) OR (iv) ABOVE.</p> <p>(A) DECKING LESS THAN 300mm (MEASURED HORIZONTALLY AT DECK LEVEL) FROM GLAZED ELEMENTS THAT ARE LESS THAN 400mm (MEASURED VERTICALLY) FROM THE SURFACE OF THE DECK, SHALL BE MADE OF:</p> <p>i) NON-COMBUSTIBLE MATERIAL; OR</p> <p>ii) BUSHFIRE-RESISTING TIMBER; OR</p> <p>iii) AN APPROVED BUSHFIRE-RESISTANT TIMBER SPECIES; OR</p> <p>iv) A COMBINATION OF ANY OF ITEMS (i), (ii) OR (iii) ABOVE.</p>

BAL NOTES - 12.5

  <p>FAIRHAVEN HOMES RANGE BY FAIRHAVEN HOMES</p>		<p>MERIMBULA 239</p> <p>Haiven RH Gateage</p> <p>© ALL RIGHTS RESERVED This plan is the property of FAIRHAVEN HOMES PT. Ltd. Any copying or alteration of the drawing shall not be undertaken without written permission from FAIRHAVEN HOMES PT. Ltd. # DIMENSIONS TO BE READ IN PREFERENCE TO SCALING</p>		<p>REV/ DATE/ AMENDMENT</p> <table><tr><td>A</td><td>08/01/19</td><td>COLOR DRAWINGS - RS</td></tr><tr><td>B</td><td>26/02/19</td><td>CONTRACT DRAWINGS - 12</td></tr><tr><td>C</td><td>27/05/19</td><td>DA ITEMS</td></tr><tr><td>D</td><td>03/03/20</td><td>ADD SURVEY</td></tr><tr><td>E</td><td>26/03/20</td><td>FINAL DWGS</td></tr></table>	A	08/01/19	COLOR DRAWINGS - RS	B	26/02/19	CONTRACT DRAWINGS - 12	C	27/05/19	DA ITEMS	D	03/03/20	ADD SURVEY	E	26/03/20	FINAL DWGS	<p>BY</p> <p>HEIN TRA DN HEN SZ</p>	<p>Signed BUILDER</p> <p>Signed OWNER</p>	<p>CLIENT</p> <p>KULVINDER SINGH RANDHAWA AND KULVIR KAUR</p> <p>SITE ADDRESS: LOT 1427 NILOMA STREET CLYDE NORTH VIC</p>	<p>BRAND: HEIN</p> <p>SCALE: 1:10</p> <p>JOB NO: 190192</p> <p>DATE: 26/03/2020</p> <p>SHEET: 14 OF 15</p> <p>REV: E</p>
A	08/01/19	COLOR DRAWINGS - RS																					
B	26/02/19	CONTRACT DRAWINGS - 12																					
C	27/05/19	DA ITEMS																					
D	03/03/20	ADD SURVEY																					
E	26/03/20	FINAL DWGS																					

APPROVED PERMIT
Permit No 97882290773
Permit Date 30/03/2020

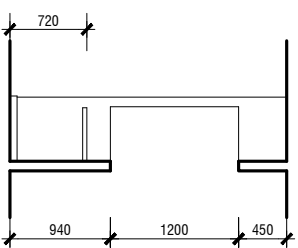
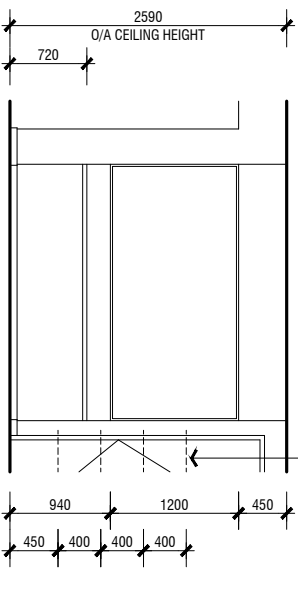


FAMILY A

FAMILY B



FAMILY
SCALE: 1:50

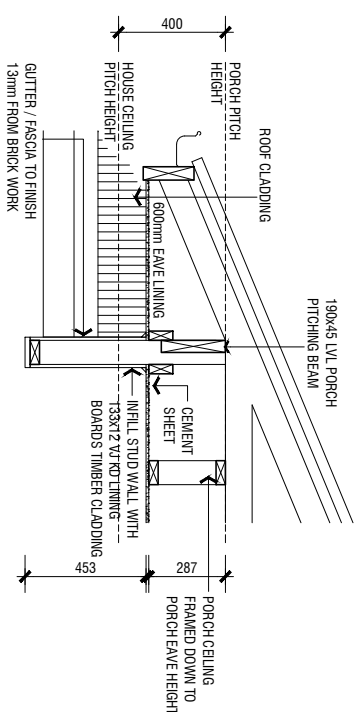


STUDY A

STUDY B



STUDY
SCALE: 1:50



HAVEN - PORCH DETAIL
SCALE: 1:20 - (TYPICAL DETAIL)

DETAILS



Bridgwater Homes Pty Ltd - 12 Wheeler St, Berwick VIC 3806
T: (03) 9704 4000 F: (03) 9798 2333



BL No. CDB-U 48497 - ACN 148 914 750

MERIMBULA 239				BY		Signed BUILDER Signed OWNER Date:	CLIENT: KULVINDER SINGH RANDHAWA AND KULVIR KAUR SITE ADDRESS: LOT 1427 NILOMA STREET CLYDE NORTH VIC	FINAL DRAWINGS		
REV	DATE	AMENDMENT		TRA	DN			BRAHMAN	DATE	DATE
A	08/01/19	COLOUR DRAWINGS - R5		TRA	DN			TRA	DN	DATE
B	26/02/19	CONTRACT DRAWINGS - 12		TRA	DN			TRA	DN	DATE
C	27/05/19	DAI ITEMS		TRA	DN			TRA	DN	DATE
D	03/03/20	ADD SURVEY		TRA	DN			TRA	DN	DATE
E	26/03/20	FINAL DWGS		TRA	DN			TRA	DN	DATE

APPROVED PERMIT
Permit No 9788229071
Permit Date 30/03/2020

Domestic Building Insurance

Certificate of Insurance

Kulvinder Singh Randhawa, Kulvir Kaur

**8 Sharon Rd
SPRINGVALE SOUTH
VIC 3172**

Policy Number:

C503427

Policy Inception Date:

30/03/2020

Builder Account Number:

010166

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

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **23 Niloma St CLYDE NORTH VIC 3978 Australia**

Carried out by the builder: **FAIRHAVEN HOMES PTY LTD**

Builder ACN: **149914750**

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

For the building owner(s): **Kulvinder Singh Randhawa, Kulvir Kaur**

Pursuant to a domestic building contract dated: **20/05/2019**

For the contract price of: **\$ 266,603.00**

Type of Cover: **Cover is only provided if FAIRHAVEN HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

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

IMPORTANT

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

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

Period of Cover

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

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

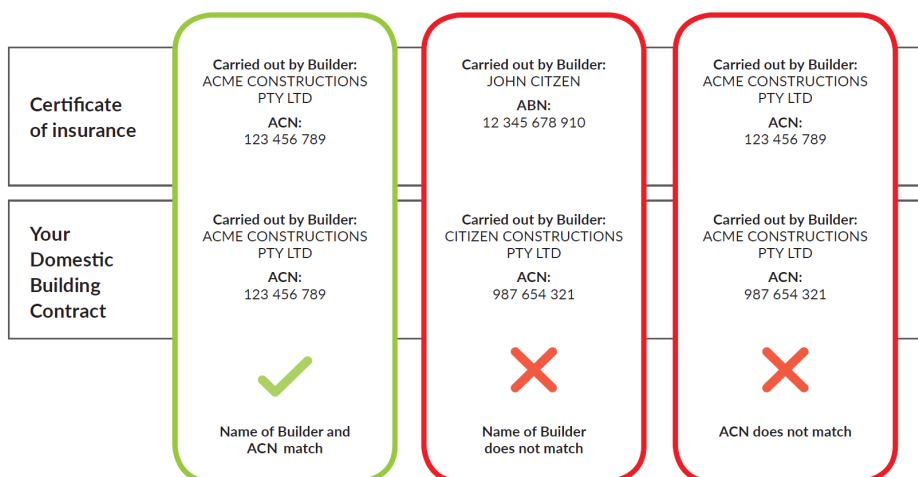
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$910.00
GST:	\$91.00
Stamp Duty:	\$100.10
Total:	\$1,101.10

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





Application Number: BLD20201556

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 23	Street/Road: Niloma Street	Suburb: Clyde North	Postcode: 3978
Lot/s: 1427	LP/PS: PS820074	Volume:	Folio:
Crown: allotment	Section: No	Parish:	County:
Municipal District: City of Casey			

Building permit details

Building permit number: **CBSU 60948/9788229017219**

Version of BCA applicable to building permit: **2019**

Building Details

Part of building to which permit applies:	Whole
Permitted use:	Dwelling
BCA Class of building:	1ai
Maximum permissible floor live load:	1.5 kPa
Maximum number of people to be accommodated:	

Part of building to which permit applies:	Whole
Permitted use:	Garage
BCA Class of building:	10a
Maximum permissible floor live load:	1.5 kPa
Maximum number of people to be accommodated:	

Storeys contained: **1**

Rise in storeys (for Class 2-9 buildings):

Effective height:

Type of construction:

Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
City of Casey	Land Liable to Flood	153

Conditions to which this permit is subject

Occupation is subject to the following conditions—

1. Cooking facilities are to be installed prior to occupation.
2. Power, gas, water and water tank/solar hot water system, if required, are to be provided to the dwelling prior to occupation.
3. Smoke alarms have been provided to the dwelling, regular maintenance inspections are the responsibility of the owner.
4. Termite protection has been provided to this dwelling by either a physical or chemical barrier however, it is the owners responsibility to carry out visual inspections, every six (6) months.

Suitability for occupation

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

Inspection Records

Bored Piers Inspection

Date : 17/04/2020

Inspection Records

Pre-slab Inspection

Date : 7/05/2020

Inspection Records

Steel for Slab Inspection

Date : 12/05/2020

Inspection Records

Framework Inspection

Date : 21/05/2020

Inspection Records

Occupancy Permit Inspection 2

Date : 22/09/2020

Relevant building surveyor

Name:

DJM Building Consultants Pty Ltd

Address:

Suite 6, 24 Lakeside Drive, Burwood East, 3151

Email:

permits@djmbc.com.au

Building practitioner

registration no.:

CBSU 60948

Municipal district name:

City of Casey

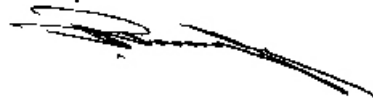
Occupancy Permit no.

CBSU 60948/9788229017219

Date of issue:

23 September 2020

Signature:





Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658

Account enquiries:
southeastwater.com.au/enquiries or call 131 851

Mon-Fri 8am to 6pm

Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812

Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

KULVINCLE S RANDHAWA
23 NILOMA ST
CLYDE NORTH VIC 3978

Account number:	36453416
Date due:	18 March 2024
Current charges	Total due
+ \$247.70	\$247.70

Last bill	Payments received	Balance
\$327.10	— \$327.10cr =	\$0.00

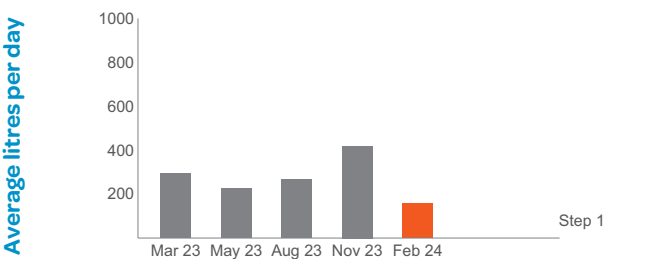
Your account breakdown

Issue date	28 February 2024
Property	23 Niloma Street CLYDE NORTH VIC 3978
Property reference	53N//14312/00012
Last bill	\$327.10
Payment received	\$327.10cr
Balance brought forward	\$0.00
Our charges (no GST)	\$196.95
Other authorities' charges (no GST)	\$50.75
Total due	\$247.70

Your snapshot

Average daily water use	158 litres
Average daily cost	\$2.16

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	158	79	53	40	32
Meeting Target 150?	x	✓	✓	✓	✓

Recycled water not included in calculation

Payment options

Direct debit
Set up payments at southeastwater.com.au/paymybill

BPAY® (Up to \$20,000)
Biller code: 24208 Ref: 1003 6453 4100 008

Credit card
Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658.

EFT (Electronic Funds Transfer)
BSB: 033-874 Account number: 36453416
Account name: South East Water Corporation

Postbillpay
BillpayCode: 0361 Ref: 1003 6453 4100 008
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Centrepay
Use Centrepay to make regular deductions from your Centrelink payment.
Reference number: 555 050 397J

Property ref: 53N//14312/00012
23 NILOMA STREET
CLYDE NORTH VIC 3978



*361 100364534100008

PN53N

Total due: \$247.70
Account number: 36453416
Date paid:
Receipt number:

Our charges

Meter reading details

Date read: 27/02/2024

Meter Number (Recycled meter)	current read	previous read	consumption (kl)	Estimate or Actual read
SAFN148298	323	308	15	A
RAFA023629	130	117	13	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 28 May 2024.

Water usage (water and sewage)

For period 24/11/23 to 27/02/24 (95 days)

Step 1 15 kl @ \$3.4928 per kl = **\$52.39**

Recycled water

13 kl @ \$2.2082 per kl = **\$28.71**

Total usage charges **\$81.10**

Steps are calculated on a daily average up to 440 litres

Service charges

For period 01/01/24 to 31/03/24

Water service charge **\$21.48**

Sewerage service charge **\$94.37**

Total service charges **\$115.85**

Our charges **\$196.95**

Other authorities' charges

Parks **\$21.21**

Waterways and Drainage charge 01/01/24 to 31/03/24 **\$29.54**

Total other authorities **\$50.75**

Total current charges **\$247.70**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see southeastwater.com.au/pricing2023

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see melbournewater.com.au. The charge is for 01/01/24 to 31/03/24.

Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see parks.vic.gov.au/about-us/parks-charge. The charge is for 01/01/24 to 31/03/24.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at southeastwater.com.au/paymentsupport

Are you eligible for a bill discount?

If you hold a Centrelink Pensioner Concession or Health Care card or a Department of Veterans' Affairs Pensioner concession or Gold card (except those marked dependant) you could be eligible for a bill discount. Register your card at mysoutheastwater.com.au. Note: Commonwealth Seniors Health or Victorian Seniors cards are not eligible.

Our new customer charter

We have a new customer charter. This outlines your rights and responsibilities as a customer of South East Water. View the new charter at southeastwater.com.au/customer-charter. For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Staying on top of bills can be hard

That's why we offer support for everyone.

See southeastwater.com.au/supportoptions



South East Water Corporation

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



It's time to do your recycled water check.

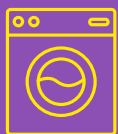
Your home is connected to recycled water and it needs to be checked annually. Here's how to complete the check and ways to use recycled water around the house.



The benefits of using recycled water:

- Saves money on your water bill.
- Saves water in your laundry, garden and toilets and helps protect our precious water supply. If your laundry isn't connected to recycled water, talk to your plumber about getting connected.
- It's safe, high quality and always in supply.
- Recycled water is exempt from Permanent Water Use Rules, so you can have a green garden all year round.

Recycled water is great for:



Washing clothes



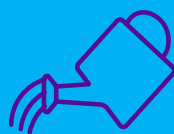
Outdoor cleaning



Flushing toilets



Washing cars
(on the lawn only)



Watering
the garden



Your pet's water bowl
(except pigs)

Check your recycled water plumbing

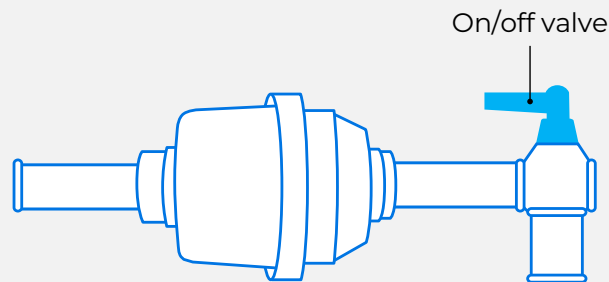
It's important to check your recycled water connection every year to make sure there's no cross connection with drinking water, especially if you've had plumbing, landscaping or renovation works.

How to check in four steps:

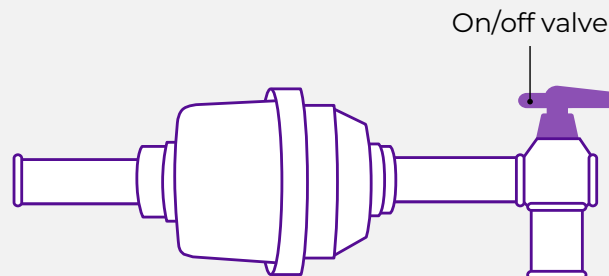
1. Turn off the valve on your drinking water meter. Leave the purple recycled water meter on.
2. Turn on all sink, bath and shower taps (hot and cold) one-by-one. All taps should run dry after a short time.
3. After the taps have run dry, flush all toilets. They should refill as normal.
4. Turn on all outdoor taps. All outdoor drinking water taps (if you have them) should run dry, while the purple recycled water taps should continue to run. If this doesn't happen it could mean there's a cross connection, which is where the two water supplies are connected to the wrong outlets.

If you think you might have a cross connection, please get in touch with us as soon as possible. Call our Recycled Water Officer on **03 9552 3219**.

Drinking water meter



Recycled water meter



How to get in touch

Report a leak or check water interruptions
mysupport.southeastwater.com.au/LIVE

Faults and emergencies 13 28 12 (24hrs)

Account enquiries 13 18 51 (8am – 6pm, Mon – Fri)

TTY users 13 36 77 (ask for 13 18 51)

Follow us on social for updates



southeastwater.com.au

Need an interpreter?

إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130



Due diligence checklist

What you need to know before buying a residential property

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

(04/10/2016)

- 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.