

8 Parlia Street, Clyde North VIC 3978

# Contract of Sale of Land

Property: 8 Parlia Street, Clyde North VIC 3978

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

### SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

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

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

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

**SIGNED BY THE VENDOR:** .....

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

**Print names(s) of person(s) signing:** RAJDEEP KAUR

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

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

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# Particulars of Sale

## Vendor’s estate agent

Name: Area Specialist Casey

Address: 142 High Street, Cranbourne VIC 3977

Email: hsingh@areaspecialist.com.au

Tel: Mob: 0406676197 Fax: Ref: Hardeep Singh

## Vendor

Name: RAJDEEP KAUR

Address:

ABN/ACN:

Email:

## Vendor’s legal practitioner or conveyancer

Name: Gurpreet Sodhi / Skylink Conveyancing

Address: 129 Newbury BVD Craigieburn VIC 3064

Email: info@skylinkconveyancing.com.au

Tel: Mob: 0431 617 649 Fax: Ref:

## Purchaser’s estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

## Purchaser

Name:

Address:

ABN/ACN:

Email:

## Purchaser’s legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

## Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12204 Folio 653	1741	PS 820090Y

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

Includes all fixtures and fittings of a permanent nature as inspected.

## Property address

The address of the land is:

8 Parlia Street, Clyde North VIC 3978

## Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

## Payment

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

## Deposit bond

☐ Special condition 9 applies only if the box is checked

## Bank guarantee

☐ Special condition 10 applies only if the box is checked

## GST (general condition 13)

Subject to general condition 13.2, 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 10 & 16.2)

### is due on

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

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

## Lease (general condition 1.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

## Terms contract (general condition 23)

☐ 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 14)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

**Building report**

☐ Special condition 11 applies only if the box is checked

**Pest report**

☐ Special condition 11 applies only if the box is checked

## Special Conditions

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

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

**A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.**

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

**1. PAYMENT**

- 1.1 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.
- 1.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 1.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 1.4 Payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 1.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 1.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 1.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 1.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 1.9 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.
- 1.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

☒ **Special condition 2 – Acceptance of title**

General condition 12.4 is added:

- 12.4 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.

☒ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
  - (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

☒ **Special condition 5A - Foreign resident capital gains withholding**

- 5A.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.
- 5A.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.
- 5A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value 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.
- 5A.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.
- 5A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 5A.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.
- 5A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5A.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.
- 5A.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.
- 5A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5B – GST withholding**

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

**5B. GST WITHHOLDING**

- 5B.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.
- 5B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5B.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 5B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the

- representative in accordance with this 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.
- 5B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 5B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 5B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 5B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 5B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 5B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
- 5B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

**17. SERVICE**

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

**21. NOTICES**

- 21.1 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.
- 21.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transaction legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
  - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 The vendor must before settlement:
  - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
  - (a) "deposit bond" means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
  - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;  
 (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and  
 (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.
- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building & Pest Report**

- 11.1 The contract is subject to purchasers obtaining an independent Building & Pest/Termite inspection report within 7 days of purchasers signing this contract. If the report shows any major structural defects or any major pest infestation then the purchaser may end this contract but only if the purchaser serves written notice on the vendor/agent together with a copy of the report within 7 days. All monies to be refunded if the contract is ended.  
NOTE: Cracks in the bricks or tiles are not considered structural.

☒ **Special condition 12 – Condition of Property and improvements**

- 12.1 Property is sold as is. The purchaser accepts the condition of the property and chattels as at the date of sale and understands that the Vendor is under no obligation to make any repairs etc to the property or chattels. It's important to test appliances, heating/cooling and even test taps etc to ensure chattels are working and there are no issues with the property prior to purchase. If any issues are identified later, which were present at the final inspection prior to settlement, the vendor will not be obligated to make any repairs etc. The purchaser agrees that the vendor is under no liability to carry out repairs, renovations, alterations or improvements and shall not make any objection, requisition or claim for compensation or any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein with respect to the property sold.

☒ **Special condition 13 – Early release of deposit**

- 13.1 The purchaser agrees and acknowledges that after this contract is executed, he/she will be willing to sign the section 27 provided to them and allow early release of deposit monies to the vendor. The purchaser acknowledges that this special condition is an essential term to this contract.

☒ **Special condition 14 – Loan declined letter by lender**

- 14.1 In order to end the contract in accordance with General Condition 14 of this contract, purchaser(s) would provide the vendor a letter from lender. The letter should have the following particulars:  
 a. be addressed to this firm  
 b. specifies the loan amount & date the purchaser applied for loan  
 c. be the original signed copy of the letter.

☒ **Special condition 15 – GST with-holding obligations at settlement**

- 15.1 The Vendor gives notice to Purchaser that GST with-holding obligation does not apply to this contract unless otherwise stated.

☒ **Special condition 16 A – Contract variation or requests for extension of time**

- 16A.1 The Purchaser acknowledges that after this contract has been signed by both parties, if the purchaser requests any variation of contract or extension of time which is not limited to extension of finance due date requests, extension of time for the purchaser to fulfil any condition set out in this contract, the vendor may incur further legal fee of \$120 for each separate request for variation or extension of time, such sum shall be allowed by the purchaser as an adjustment at settlement.

**Special condition 16 B – Cancellation and Re-scheduling of Settlement**

- 16B.1 The purchaser(s) will be liable for payment for the Vendors costs associated with cancellation and or rescheduling of settlement. The purchaser(s) will be liable for \$350.00 (inclusive of GST) per cancellation and or rescheduling as required and requested by the purchaser's representative. In addition, the purchaser(s) also acknowledges that should settlement after being arranged and attended to by the vendor's representative be cancelled and or rescheduled be liable for a settlement re-attendance fee of \$330.00 (inclusive of GST).

**Special condition 16 C - Nomination**



- 16C.1 If the contract states that the property is sold to a name purchaser 'and/or nominee' the named purchaser shall only have the right for a period of fourteen (14) days from the date of this contract to nominate a substitute or additional purchaser, but the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent of such nomination that :-
- (a) The purchaser and/or named purchaser shall pay the vendor's solicitor the additional sum of \$330 (inclusive of GST)
  - (b) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
  - (c) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative, signed by all the directors of the said incorporated body.

☒ **Special condition 17 – Adjustments**

- 17.1 All outgoings in respect of the Property shall be apportioned between the Vendor and Purchaser as from the settlement date. The land tax outstanding (even if the amount stated is zero of land tax on page 2) must be adjusted at the settlement between the purchaser and vendor.

☒ **Special Condition 18 – Auction (if applicable)**

The property is offered for sale by public auction, subject to vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2014 or any rules prescribed by regulation which modify or replace those rules. The bidding must be at a lump sum for the property sold. Subject to this Contract and to the Vendor's reserve price, the person making the highest bid which is accepted by the Auctioneer by the fall of the hammer is/are the Purchaser/s. If any dispute arises over any bid the Auctioneer may decide:

- (a) Who was the last bidder; or
  - (b) To submit the property at some former bidding.
- No person may retract a bid or advance a lesser sum than the amount named by the Auctioneer and the Vendor may refuse any bid or withdraw the property from sale.
- The person making the highest bid which is accepted by the Auctioneer must immediately upon acceptance pay the deposit to the Vendor/s agent and sign this Contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed the contract:
- (a) The Vendor's may at any time sell the property to any other person either by auction, private treaty or any other means; and
  - (b) The Purchaser/s will have no rights against the Vendor/s, the Vendor's Agent or the Auctioneer.

☒ **Special Condition 19 – Town Planning and other Restrictions**

The Vendor/s do/does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:

- (a) Any Act, Order, Regulation, By-Law or Local Law affecting the land.
- (b) Any restriction or condition imposed upon the land by or with the authority of any government.
- (c) Any easement or rights vested in or claimed by any statutory authority; and
- (d) The restrictions contained in any applicable planning scheme.

☒ **Special Condition 20 – Improvements**

- (a) The Purchaser/s accepts the improvements on the land in their conditions as on the day of sale and acknowledge/s that the Vendor/s do/does not warrant that any building, fixture or other improvements is free from defect or fit for any particular use.
- (a) The Vendor/s make's no representation that the improvements on the land or any alterations, additions or demolition works to the property comply with the Victoria Building Regulations, the requirements of the Local Municipal Council or other Statutory authority or any other Statutory requirements. The Purchaser/s may not make any requisitions or claim any compensation for any alleged non-compliance or call upon the Vendor's to bear all or any part of the costs of compliance.

☒ **Special Condition 21 -- Guarantee and Indemnity**

If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock exchange, the Purchaser/s must deliver to the Vendor's an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by all directors of that Company. If the indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the vendor's or his/her/its Solicitors make a demand, the Purchaser/s will be in default under this Contract.

☒ **Special Condition 22 -- Default**

if the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:

- (a) all reasonable expenses incurred by the Vendor's as a result of the breach; and
- (b) interest at a rate of five (5) per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$750.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

☒ **Special Condition 23 – Exclusion of Prior Warranties**

The Purchaser/s acknowledge/s that the aforesaid Agents have acted as Agents of the Vendor's and that no information, representation or warranty of the Vendor/s or his/her/its Agents was made with the intention or knowledge that it would be relied upon and that no such information, representations or warranty has in fact been relied upon and it is further agreed that this Contract of Sale is the sole and full repository of the Agreement between the Vendor/s his/her/its Agents and the Purchaser/s.

☒ **Special Condition 24 – Stamp Duty: Purchaser buying unequal interest**

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

☒ **Special Condition 25 – Buildings and Chattels**

The purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquiries of the property and all buildings and structures thereon and that the purchaser does not rely upon any representation or warranty of any nature made by or upon behalf of the vendor or his consultants or any agents or servants notwithstanding anything to the contrary herein contained or by law otherwise provided or implied and it is agreed that the purchaser shall not be entitled to make any objection, requisition or claim any compensation whatsoever in respect of the state of repair and/or condition of any buildings or other structures on the property and any items or chattels within the said buildings or structures. The purchaser acknowledges that any improvements on the property may be subject to or require compliance with the Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be and shall not be deemed to constitute a defect in the vendors title and the purchaser shall not make any request or claim any compensation from the Vendor, nor require the Vendor to comply with any one or more of those laws or regulations or to carry out any final inspection including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall have no right to call upon the vendor to provide a Certificate of Occupancy or any other similar document or any copy of any Guarantee or Insurance policy under any building legislation.

☒ **Special Condition 26 – Statutory Warranties if Vendor is an Owner Builder (If applicable)**

If any building work carried out on the land is subject to the Domestic Building Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out hereunder:

- (a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
- (b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
- (c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder. The purchaser acknowledges receipt prior to the date of the contract, a Report on the building works from a prescribed building practitioner which is not more than six months old and a certificate of evidencing the existence of the required building insurance (if applicable - i.e., the cost of the building works exceeded \$12,000.00).

☒ **Special Condition 27 – Restrictions**

The property is sold subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto. The purchaser should make his own enquiries whether any structures or ceilings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto. If the property sold is affected by a Body Corporate the purchaser purchases the property subject to the Strata Titles Act 1967 (as amended) and/or Subdivision Act 1989 and the regulations made thereunder, the unit entitlement and the unit liability and all other matters or restrictions set out in any plan, scheme regulations or by-law and the rules of the Body Corporate.

☒ **Special Condition 28 – Breach**

If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -

- (a) The full amount payable under the contract attached hereto, whether due to be paid or not;
  - (b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
  - (c) any interest due under the contract attached hereto as a result of the breach.
- The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

☒ **Special Condition 29 – Insurance**

The property remains at the risk of the vendor until final settlement; however, the purchaser acknowledges that he has been advised to fully insure all the improvements on the property as soon as possible.

☒ **Special Condition 30 – Purchaser Resident of Australia**

The purchaser warrants that if the purchaser is a natural person, he is ordinarily resident in Australia and that the Foreign Acquisition and Takeover Act 1975 does not apply to the purchaser or any nominee. If the purchaser or any person claiming through him is in breach of this warranty, then the purchaser agrees to indemnify the vendor in respect of any loss, damages, penalties, fines or costs which may be incurred as a consequence of the breach of this warranty.

☒ **Special Condition 31 – Service of Documents**

Any demand, notice or document shall be deemed to be sufficiently served or delivered to the purchaser if served and delivered personally, or if posted by prepaid post or sent by facsimile to purchaser or purchaser's representative. "Purchaser's representative" shall at all times and in all contexts mean and include – the purchaser's legal practitioner, conveyancer or any other person who has held themselves out as representing the purchaser, to the vendor or the vendor's legal practitioner, the vendor's conveyancer or the vendor's representative.

☒ **Special Condition 32 – Settlement**

The purchaser acknowledges that at the settlement date, the Certificate of Title relating to the Land may not have been issued from the Land Titles Office and/or may not be available to be handed over to the purchaser at the settlement. The purchaser shall accept in lieu of the Certificate of Title relating to the land a Transfer of Land with an order to register endorsed thereon directing the Land Titles Office to issue the Certificate of Title to the purchaser or any other person nominated by the purchaser.

☒ **Special Condition 33 – Reservations**

- The Vendor makes no representation in relation to the condition of the property or any chattels and the Purchaser relies solely upon the Purchaser's own enquiries and inspection.
- The Vendor makes no representation that the services referred to in the Vendor's Statement are adequate for the Purchasers proposed use of the property and the Purchaser should make his own enquiries of the service providers as to the availability and cost of connection or re-connection to the property of the services they require. The provision of services may change between the day of sale and the settlement date and the Vendor makes no representation that the provision of any services will remain the same after the day of sale. The Purchaser will be responsible for the connection, re-connection and/or transfer of all services to the property and will bear all costs associated with such connection re-connection and/or transfer.

☒ **Special Condition 34 – Foreign Acquisition**

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

☒ **Special condition 35 – No Land Tax Adjustment**

Where the day of sale is 01/01/2024 or later, and the sale price of the property is less than \$10,000,000.00 then general condition 15 is hereby varied to the extent that there shall be no adjustment of any land tax for the property, and the purchaser shall not be required to make any payment or contribution to the land tax component of the vendor at the settlement date or otherwise.

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# General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations 2008*

## Title

### 1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

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

### 4. SERVICES

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

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

## 5. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. 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.

## 6. TRANSFER

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

## 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
    - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 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 7.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.
- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDER WARRANTY INSURANCE

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

## 9. GENERAL LAW LAND

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

## Money

### 10. SETTLEMENT

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

### 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 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 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.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

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

## 14. LOAN

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

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

## 15. ADJUSTMENTS

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

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

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

## Transactional

### 16. TIME

16.1 Time is of the essence of this contract.

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

### 17. SERVICE

17.1 Any document sent by—

- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) 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*.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
- (d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

### 18. NOMINEE

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

### 19. LIABILITY OF SIGNATORY

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

### 20. GUARANTEE

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

### 21. NOTICES

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

### 22. INSPECTION

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

### 23. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 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.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;



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

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

#### **25. BREACH**

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

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

### **Default**

#### **26. INTEREST**

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

#### **27. DEFAULT NOTICE**

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

#### **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
  - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
  - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
  - (i) retain the property and sue for damages for breach of contract; or
  - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

DATED

2025

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**CONTRACT OF SALE OF REAL ESTATE**

---

**Property:8 Parlia Street, Clyde North VIC 3978**

Gurpreet Sodhi  
**Skylink Conveyancing**  
129 Newbury BVD Craigieburn VIC 3064  
M : 0431 617 649

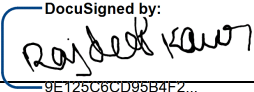
# Vendor Statement

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	8 Parlia Street, Clyde North VIC 3978	
Vendor's name	RAJDEEP KAUR	Date 5/15/2025
Vendor's signature	<div>DocuSigned by:  9E125C6CD95B4F2...</div>	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

## 1. FINANCIAL MATTERS

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

(a) Their total does not exceed: \$5,500

(b) 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, which are not included in the items above; other than any amounts described in this rectangular box.

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

	To	
--	----	--

Other particulars (including dates and times of payments):

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.

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

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

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

### 3. LAND USE

#### 3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): - Is in the attached copies of the Title and Copy of Plan.
- (b) Particulars of any existing failure to comply with that easement, Covenant or other similar restrictions are: Unless contained in the attached certificates or statements, to the best of the Vendor's knowledge there is no failure to comply with the terms of any easement, covenant or similar restriction affecting the land. However, the Vendor has no means of knowing all the decisions of the Government and other authorities unless such decision has been communicated to the Vendor. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the certificate of Title.

#### 3.2 Road Access

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

☐

#### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

#### 3.4 Planning Scheme

Name of planning scheme  
Name of responsible authority  
Zoning of the land  
Name of planning overlay


### 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:

None to Vendor's Knowledge

#### 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:

None to Vendor's Knowledge

### 5. BUILDING PERMITS

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

residence on the land):

Is Attached.

## 6. OWNERS CORPORATION

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

Not Applicable.

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

Not applicable.

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title:

A registered Search statement and documents, or part of a document, referred to as Diagram location in that statement which identifies the land and its location.

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable.

### 10.2 Staged Subdivision

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

Not Applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

*(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence.*

*The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)*

Is attached.

### **13. ATTACHMENTS**

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

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

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

As per attached
-----------------





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

Page 1 of 2

VOLUME 12204 FOLIO 653

Security no : 124124209048T  
Produced 06/05/2025 03:42 PM

## **LAND DESCRIPTION**

Lot 1741 on Plan of Subdivision 820090Y.  
PARENT TITLES :  
Volume 12167 Folio 128      Volume 12188 Folio 578  
Created by instrument PS820090Y 22/04/2020

## **REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
RAJDEEP KAUR of 37 COTTLE DRIVE CLYDE VIC 3978  
AT898720Q 21/12/2020

## **ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX394116G 27/10/2023  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS820090Y 22/04/2020  
Expiry Date 22/04/2035

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 PS820090Y 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: 8 PARLIA STREET CLYDE NORTH VIC 3978

## **ADMINISTRATIVE NOTICES**

NIL

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

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

Page 2 of 2

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eCT Control      16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 27/10/2023

DOCUMENT END



# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS820090Y</b>
Number of Pages (excluding this cover sheet)	<b>14</b>
Document Assembled	<b>06/05/2025 15:42</b>

**Copyright and disclaimer notice:**

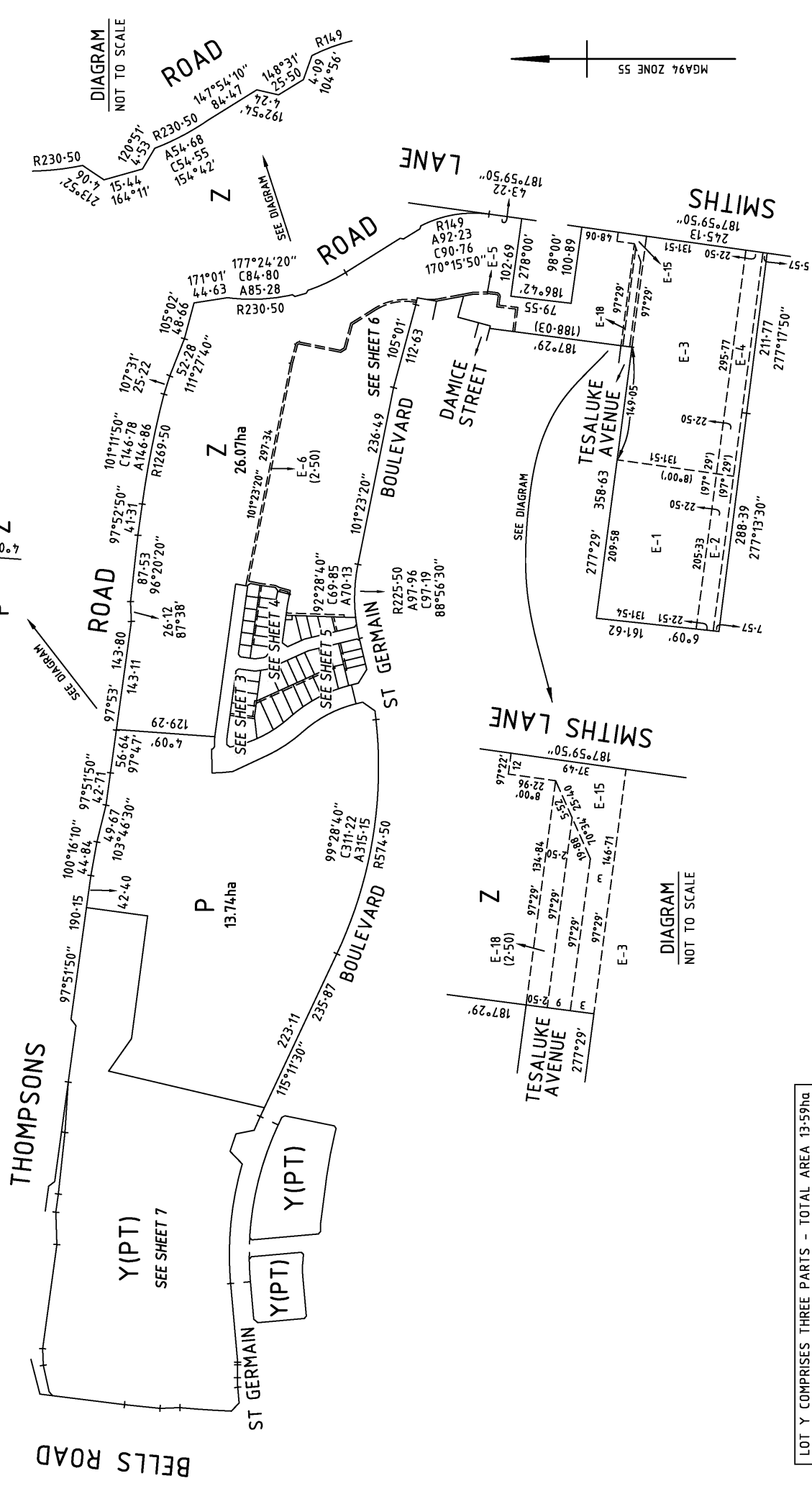
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PLAN OF SUBDIVISION		EDITION 1		PS820090Y					
<b>LOCATION OF LAND</b>  <b>PARISH:</b> CRANBOURNE <b>TOWNSHIP:</b> — <b>SECTION:</b> — <b>CROWN ALLOTMENT:</b> 62 (PART)  <b>TITLE REFERENCE:</b> VOL. 12167 FOL. 128 VOL. 12188 FOL. 578 <b>LAST PLAN REFERENCE:</b> PS826191K (LOT U) PS820074W (LOT W)  <b>POSTAL ADDRESS:</b> 1425 POUND ROAD (at time of subdivision) CLYDE NORTH 3978  <b>MGA CO-ORDINATES:</b> E: 357 200 ZONE: 55 (of approx centre of land in plan) N: 5 782 260 GDA 94		<b>Council Name:</b> Casey City Council  <b>Council Reference Number:</b> SubA00299/18 <b>Planning Permit Reference:</b> PlnA00901/14 <b>SPEAR Reference Number:</b> S125001T  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 20/11/2019  <b>Statement of Compliance</b>  This is a statement of compliance issued under section 21 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 been satisfied for: lots excluding Lots P, Y and Z  Digitally signed by: Michele Scarlett for Casey City Council on 09/04/2020							
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>							
<table><tr><td>IDENTIFIER</td><td>COUNCIL/BODY/PERSON</td></tr><tr><td>ROAD R1 RESERVE No. 1</td><td>CITY OF CASEY AUSNET ELECTRICITY SERVICES PTY LTD</td></tr></table>		IDENTIFIER	COUNCIL/BODY/PERSON	ROAD R1 RESERVE No. 1	CITY OF CASEY AUSNET ELECTRICITY SERVICES PTY LTD	<p>LOTS 1 TO 1700 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOT Y COMPRISES THREE PARTS FOR RESTRICTIONS AFFECTING LOTS 1701 TO 1745 (BOTH INCLUSIVE) SEE CREATION OF RESTRICTION ON SHEETS 8, 9, 10 AND 11.</p>			
IDENTIFIER	COUNCIL/BODY/PERSON								
ROAD R1 RESERVE No. 1	CITY OF CASEY AUSNET ELECTRICITY SERVICES PTY LTD								
<b>NOTATIONS</b>									
<b>DEPTH LIMITATION: DOES NOT APPLY</b>									
<p>This is a SPEAR plan. <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. PlnA00901/14 <b>SURVEY:</b> 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 &amp; DVA 69/86 In Proclaimed Survey Area No. 71</p> <table><tr><td>Estate: St Germain Phase No.: 17 No. of Lots: 45 + Lot P, Y &amp; Z PHASE AREA: 3.207ha</td></tr></table>		Estate: St Germain Phase No.: 17 No. of Lots: 45 + Lot P, Y & Z PHASE AREA: 3.207ha							
Estate: St Germain Phase No.: 17 No. of Lots: 45 + Lot P, Y & Z PHASE AREA: 3.207ha									
<b>EASEMENT INFORMATION</b>									
<b>LEGEND:</b> 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-8 E-7, E-8 E-15	TRANSMISSION OF ELECTRICITY SEWERAGE SEWERAGE DRAINAGE POWERLINE	SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG.	J241841 PS820074W THIS PLAN THIS PLAN PS811540U SEC 88 ELECTRICITY INDUSTRY ACT 2000 PS811540U	STATE ELECTRICITY COMMISSION OF VICTORIA SOUTH EAST WATER CORPORATION SOUTH EAST WATER CORPORATION CITY OF CASEY AUSNET ELECTRICITY SERVICES PTY LTD					
E-15, E-18	SEWERAGE	SEE DIAG.		SOUTH EAST WATER CORPORATION					
 <b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 www.beveridgewilliams.com.au		SURVEYORS FILE REF: M5387/17 M5387-17-PS-V13.DWG  Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (13), 02/04/2020, SPEAR Ref: S125001T		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 14				
PLAN REGISTERED TIME: 1.31pm DATE: 22/04/2020 Assistant Registrar of Titles Denise Satti									

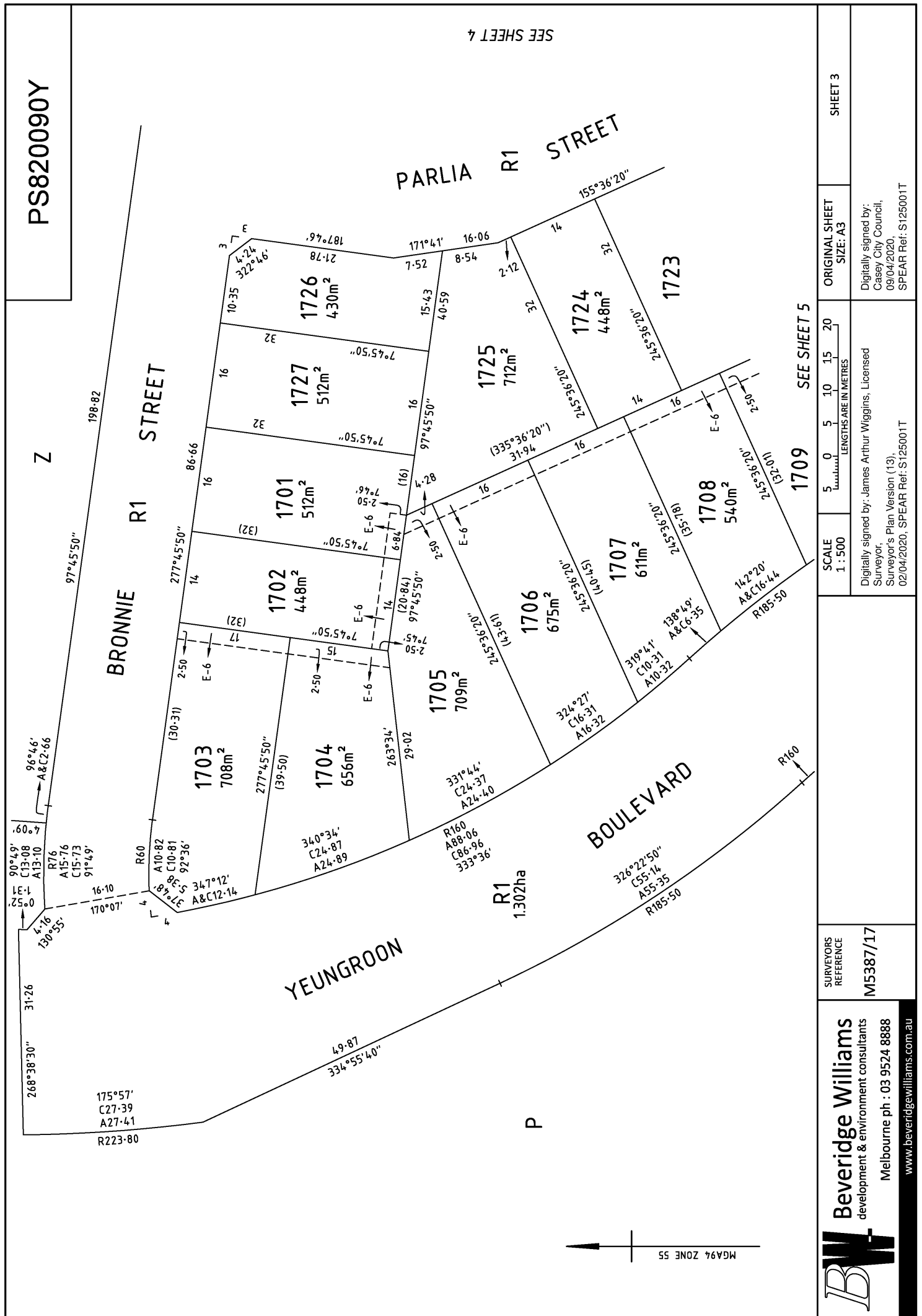
PS820090Y

DIAGRAM  
NOT TO SCALE  
THOMPSONS ROAD

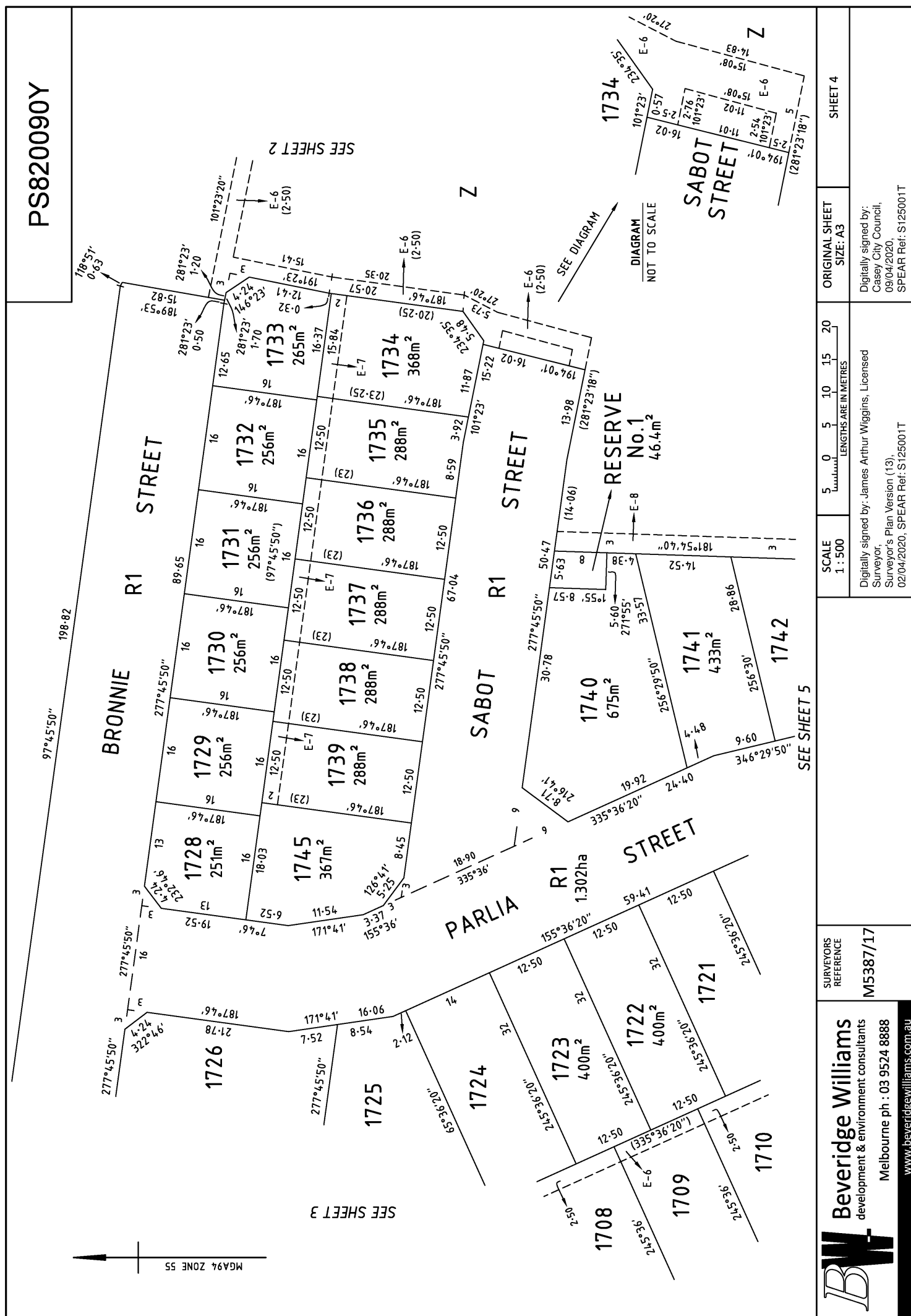


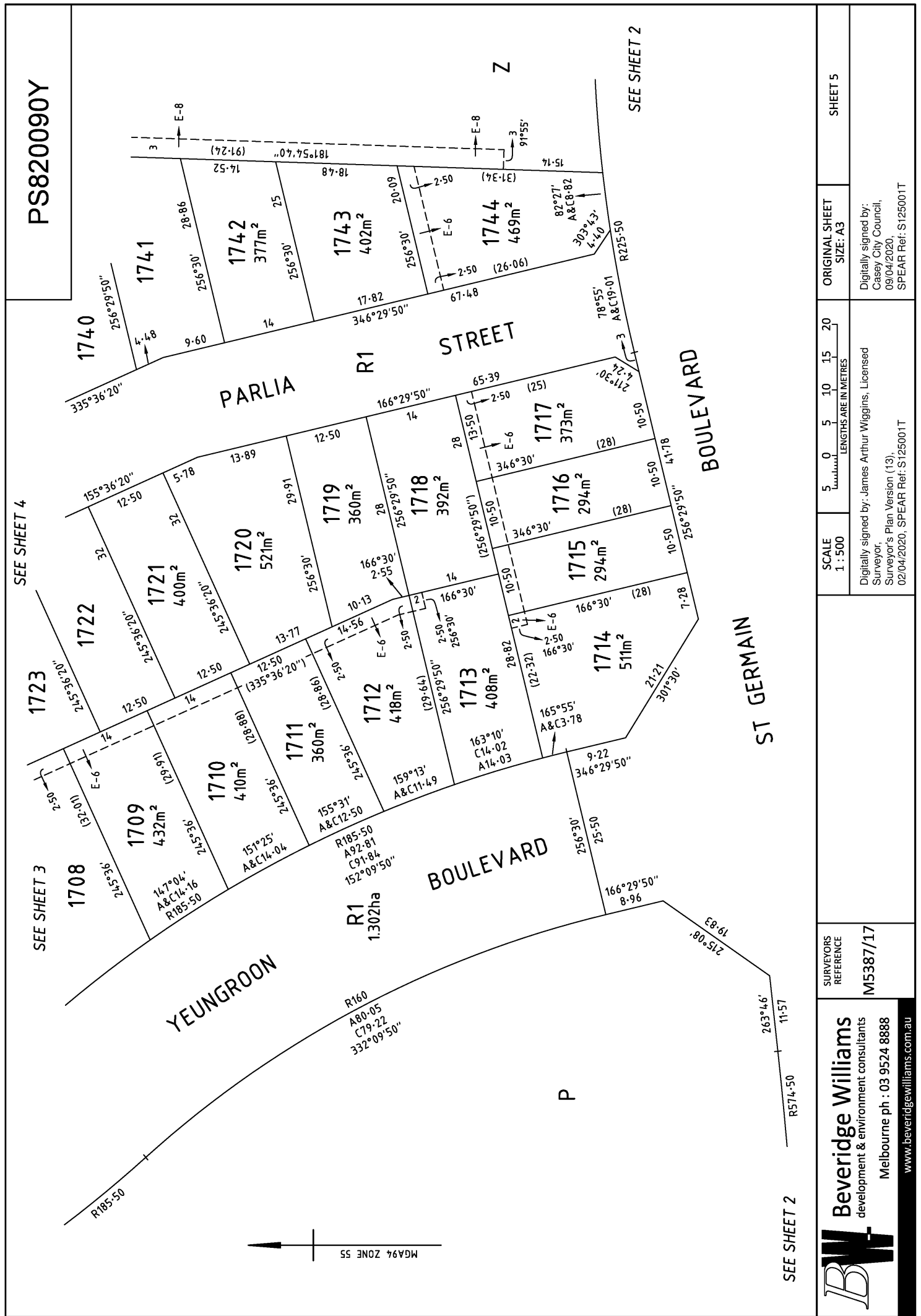
LOT Y COMPRISES THREE PARTS - TOTAL AREA 13.59ha

 <b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>	SURVEYORS REFERENCE <b>M5387/17</b>							SCALE 1 : 5000	50 0 50 100 150 200 LENGTHS ARE IN METRES						ORIGINAL SHEET SIZE: A3	SHEET 2
		Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (13), 02/04/2020, SPEAR Ref: S125001T												Digitally signed by: Casey City Council, 09/04/2020, SPEAR Ref: S125001T		



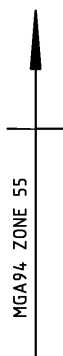
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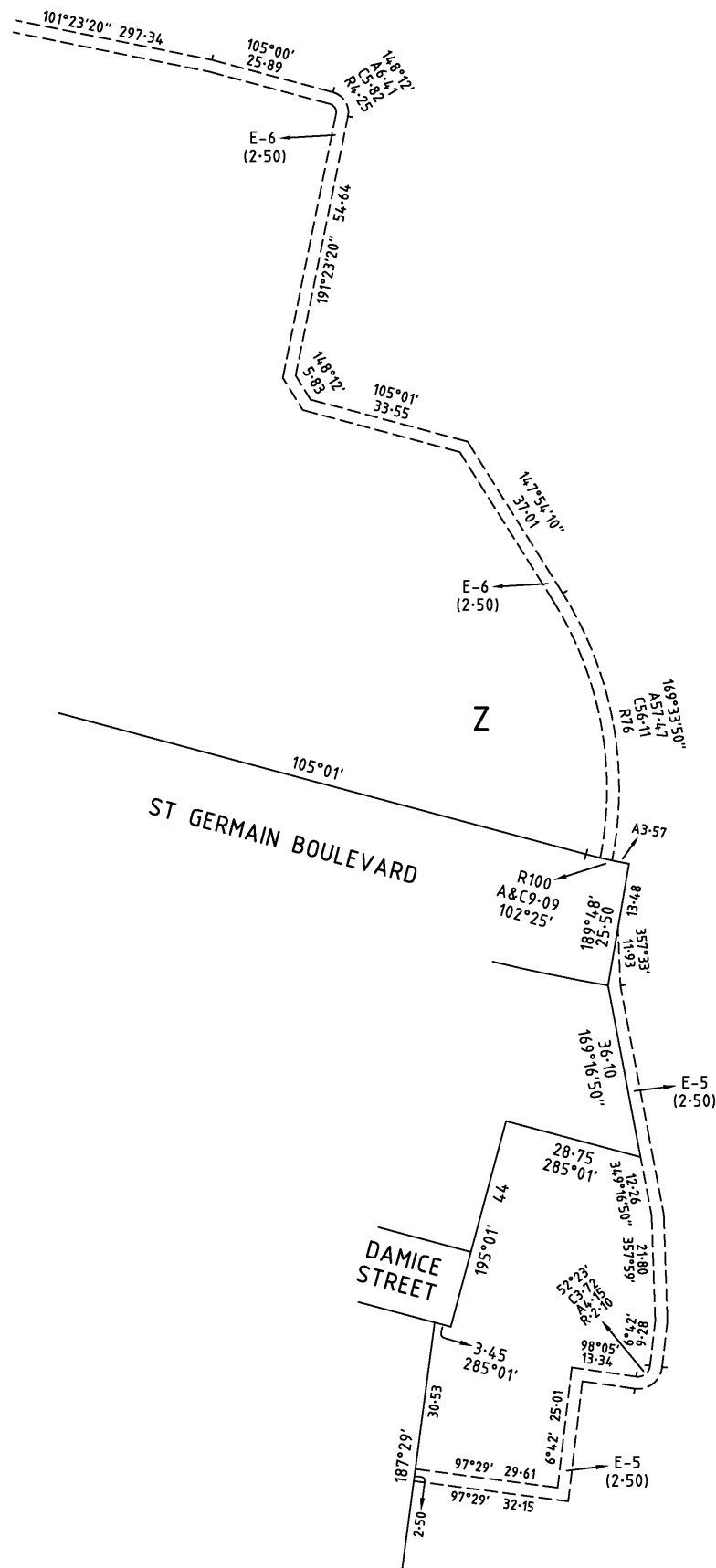




PS820090Y



SEE SHEET 2



SEE SHEET 2



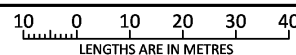
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SURVEYORS REF  
M5387/17

SCALE  
1 : 1000



ORIGINAL SHEET  
SIZE: A3

SHEET 6

Digitally signed by: James Arthur Wiggins, Licensed Surveyor,  
Surveyor's Plan Version (13),  
02/04/2020, SPEAR Ref: S125001T

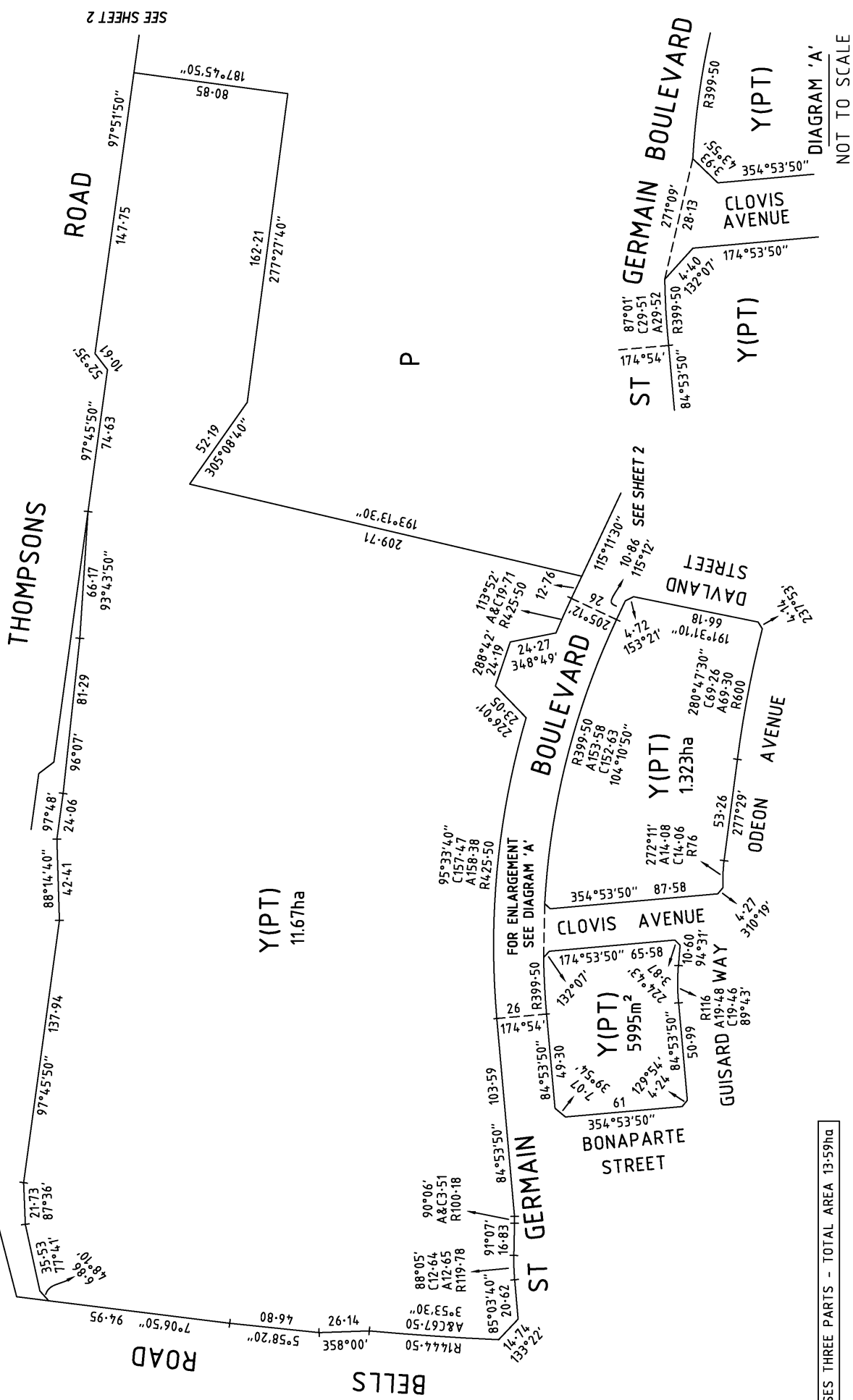
Digitally signed by:  
Casey City Council,  
09/04/2020,  
SPEAR Ref: S125001T

PS820090Y

THOMPSONS

ROAD

SEE SHEET 2



BELLS

P

ST GERMAIN

BOULEVARD

ST GERMAIN BOULEVARD

CLOVIS AVENUE

DAVLAND STREET

CLOVIS AVENUE

BONAPARTE STREET

ODEON AVENUE

GUISARD AVENUE

Y(P)

Y(P)

Y(P)

Y(P)

Y(P)

Y(P)

Y(P)

Y(P)

Y(P)

DIAGRAM 'A'

NOT TO SCALE

LOT Y COMPRISES THREE PARTS - TOTAL AREA 13.59ha

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

SURVEYORS  
REFERENCE  
M5387/17

Digitally signed by: James Arthur Wiggins, Licensed Surveyor,  
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02/04/2020, SPEAR Ref: S125001T

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09/04/2020,  
SPEAR Ref: S125001T

SHEET 7

ORIGINAL SHEET  
SIZE: A3

SCALE  
1 : 2000

LENGTHS ARE IN METRES

20 0 20 40 60 80

PS820090Y

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
1701	1702, 1705, 1725, 1727	1712	1711, 1713, 1719, 1720	1725	1701, 1705, 1706, 1707, 1724, 1726, 1727
1702	1701, 1703, 1704, 1705	1713	1712, 1714, 1715, 1718		
1703	1702, 1704	1714	1713, 1715	1726	1725, 1727
1704	1702, 1703, 1705	1717	1716, 1718	1727	1701, 1725, 1726
1705	1701, 1702, 1704, 1706, 1725	1718	1713, 1715, 1716, 1717, 1719	1734	1733, 1735
1706	1705, 1707, 1725	1719	1712, 1718, 1720	1740	1741
1707	1706, 1708, 1724, 1725	1720	1711, 1712, 1719, 1721	1741	1740, 1742
1708	1707, 1709, 1723, 1724	1721	1710, 1711, 1720, 1722	1742	1741, 1743
1709	1708, 1710, 1722, 1723	1722	1709, 1710, 1721, 1723	1743	1742, 1744
1710	1709, 1711, 1721, 1722	1723	1708, 1709, 1722, 1724	1744	1743
1711	1710, 1712, 1720, 1721	1724	1707, 1708, 1723, 1725	1745	1728, 1729, 1739

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 12, 13 & 14 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 12, 13 & 14 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 12, 13 & 14 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 12, 13 & 14 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.



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

SURVEYORS REF  
M5387/17

Digitally signed by: James Arthur Wiggins, Licensed Surveyor,  
Surveyor's Plan Version (13),  
02/04/2020, SPEAR Ref: S125001T

ORIGINAL SHEET  
SIZE: A3

SHEET 8

Digitally signed by:  
Casey City Council,  
09/04/2020,  
SPEAR Ref: S125001T

PS820090Y

## 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
1701	1702, 1705, 1725, 1727	1716	1715, 1717, 1718	1731	1730, 1732, 1736, 1737
1702	1701, 1703, 1704, 1705	1717	1716, 1718	1732	1731, 1733, 1735, 1736
1703	1702, 1704	1718	1713, 1715, 1716, 1717, 1719	1733	1732, 1734, 1735
1704	1702, 1703, 1705	1719	1712, 1718, 1720	1734	1733, 1735
1705	1701, 1702, 1704, 1706, 1725	1720	1711, 1712, 1719, 1721	1735	1732, 1733, 1734, 1736
1706	1705, 1707, 1725	1721	1710, 1711, 1720, 1722	1736	1731, 1732, 1735, 1737
1707	1706, 1708, 1724, 1725	1722	1709, 1710, 1721, 1723	1737	1730, 1731, 1736, 1738
1708	1707, 1709, 1723, 1724	1723	1708, 1709, 1722, 1724	1738	1729, 1730, 1737, 1739
1709	1708, 1710, 1722, 1723	1724	1707, 1708, 1723, 1725	1739	1729, 1738, 1745
1710	1709, 1711, 1721, 1722	1725	1701, 1705, 1706, 1707, 1724, 1726, 1727	1740	1741
1711	1710, 1712, 1720, 1721	1726	1725, 1727	1741	1740, 1742
1712	1711, 1713, 1719, 1720	1727	1701, 1725, 1726	1742	1741, 1743
1713	1712, 1714, 1715, 1718	1728	1729, 1745	1743	1742, 1744
1714	1713, 1715	1729	1728, 1730, 1738, 1739, 1745	1744	1743
1715	1713, 1714, 1716, 1718	1730	1729, 1730, 1737, 1738	1745	1728, 1729, 1739

### 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: PlnA00901/14 (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](http://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](http://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](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
M5387/17

Digitally signed by: James Arthur Wiggins, Licensed  
Surveyor,  
Surveyor's Plan Version (13),  
02/04/2020, SPEAR Ref: S125001T

ORIGINAL SHEET  
SIZE: A3

SHEET 9

Digitally signed by:  
Casey City Council,  
09/04/2020,  
SPEAR Ref: S125001T

PS820090Y

**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION 'C'**

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
1715	1713, 1714, 1716, 1718
1716	1715, 1717, 1718

**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 OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE A" LOT UNDER THE SMALL LOT HOUSING CODE ENDORSED UNDER PLANNING PERMIT PlnA00901/14.

**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](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
M5387/17

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Surveyor,  
Surveyor's Plan Version (13),  
02/04/2020, SPEAR Ref: S125001T

ORIGINAL SHEET  
SIZE: A3

SHEET 10

Digitally signed by:  
Casey City Council,  
09/04/2020,  
SPEAR Ref: S125001T

PS820090Y

**SUBDIVISION ACT 1988  
CREATION OF RESTRICTION 'D'**

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
1728	1729, 1745	1735	1732, 1733, 1734, 1736
1729	1728, 1730, 1738, 1739, 1745	1736	1731, 1732, 1735, 1737
1730	1729, 1731, 1737, 1738	1737	1730, 1731, 1736, 1738
1731	1730, 1732, 1736, 1737	1738	1729, 1730, 1737, 1739
1732	1731, 1733, 1735, 1736	1739	1729, 1738, 1745
1733	1732, 1734, 1735		

**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 OTHER THAN A BUILDING OR STRUCTURE THAT IS IN ACCORDANCE WITH A "TYPE B" LOT UNDER THE SMALL LOT HOUSING CODE ENDORSED FORMING PART OF PLANNING PERMIT PInA00901/14.

**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](http://www.beveridgewilliams.com.au)

SURVEYORS REF  
M5387/17

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02/04/2020, SPEAR Ref: S125001T

ORIGINAL SHEET  
SIZE: A3

SHEET 11

Digitally signed by:  
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09/04/2020,  
SPEAR Ref: S125001T



PS820090Y

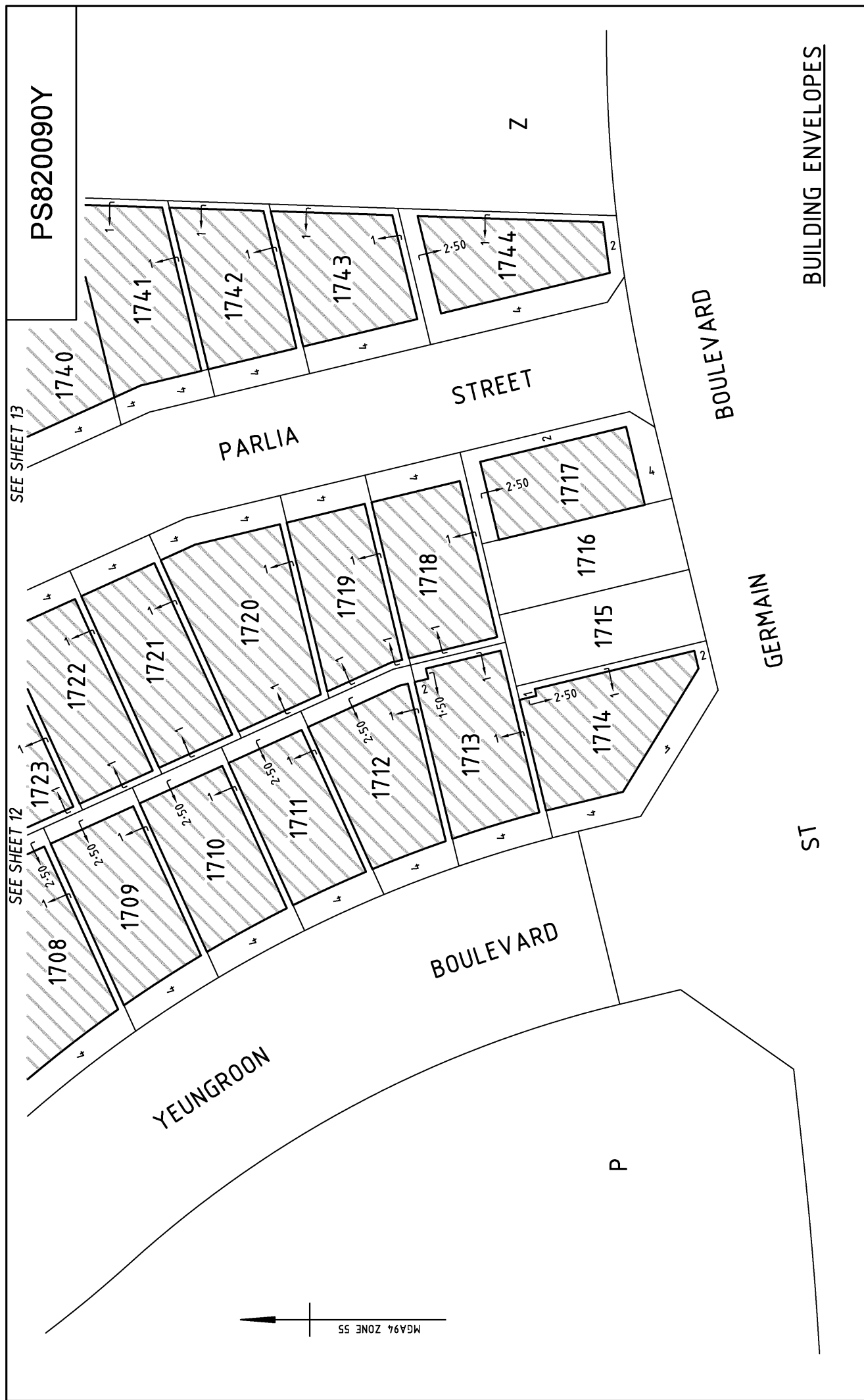


**BUILDING ENVELOPES**

SEE SHEET 14

PS820090Y		ORIGINAL SHEET SIZE: A3		SHEET 13	
SCALE 1 : 500		LENGTHS ARE IN METRES		5 0 5 10 15 20	
SURVEYORS REFERENCE M5387/17		Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (13), 02/04/2020, SPEAR Ref: S125001T		Digitally signed by: Casey City Council, 09/04/2020, SPEAR Ref: S125001T	
<b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>					





PS820090Y

**BUILDING ENVELOPES**

 <b>Beveridge Williams</b> development & environment consultants Melbourne ph : 03 9524 8888 <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>	SURVEYORS REFERENCE <b>M5387/17</b>	SCALE 1 : 500				ORIGINAL SHEET SIZE: A3				SHEET 14	
		5 0 5 10 15 20 LENGTHS ARE IN METRES				Digitally signed by: James Arthur Wiggins, Licensed Surveyor, Surveyor's Plan Version (13), 02/04/2020, SPEAR Ref: S125001T				Digitally signed by: Casey City Council, 09/04/2020, SPEAR Ref: S125001T	



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 06/05/2025 03:42:18 PM

Status	Registered	Dealing Number	AT898720Q
Date and Time Lodged	21/12/2020 05:26:08 PM		

### Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12204/653

### Transferor(s)

Given Name(s)	DAMIAN JOHN
Family Name	PAUL
Given Name(s)	FRANK
Family Name	MONACELLA
Given Name(s)	HEATHER ANN
Family Name	PORTER
Given Name(s)	JAMES ALEXANDER
Family Name	STURGESS

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 329000.00



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

### Transferee(s)

<b>Tenancy (inc. share)</b>	Sole Proprietor
Given Name(s)	RAJDEEP
Family Name	KAUR
Address	
Street Number	37
Street Name	COTTLE
Street Type	DRIVE
Locality	CLYDE
State	VIC
Postcode	3978

### Duty Transaction ID

4986249

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

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

Executed on behalf of	RAJDEEP KAUR
Signer Name	KERRIE JOY FLETCHER
Signer Organisation	LANGWARRIN CONVEYANCING SERVICES
Signer Role	CONVEYANCING PRACTICE
Execution Date	21 DECEMBER 2020



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

### Execution

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

Executed on behalf of	FRANK MONACELLA HEATHER ANN PORTER JAMES ALEXANDER STURGESS DAMIAN JOHN PAUL
Signer Name	JENNIFER ANNE THAME
Signer Organisation	MACPHERSON KELLEY PTY LTD VICTORIA
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 DECEMBER 2020

---

### File Notes:

NIL

---

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

Statement End.



# Imaged Document Cover Sheet

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

Document Type	<b>Instrument</b>
Document Identification	<b>AQ255386P</b>
Number of Pages (excluding this cover sheet)	<b>12</b>
Document Assembled	<b>06/05/2025 15:42</b>

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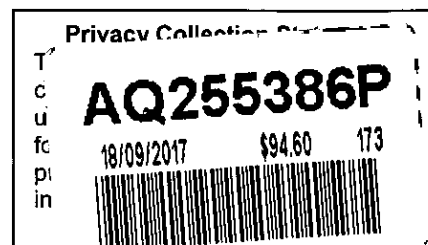
# Application by a responsible authority for the recording of an agreement

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  
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

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rk.com.au

Ref WYB 115905-01402

An international member of

**AiilyLaw**

**AQ255386P**

18/09/2017 \$94.60 173



2

THIS AGREEMENT is made on

7<sup>th</sup> 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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**AQ255386P****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.

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#### **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.

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**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.

**6.2 Time of the essence**

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

**6.3 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.

**6.4 Enforcement and severability**

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.

6.4.2 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.

**7 NOTICES****7.1 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:

7.1.1 personally on the person;

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.

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## **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



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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

  
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 004 483 788 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 2008  
A certified copy of which is filed in Permanent  
Order Book No 277 at page 036 Item 02.

Marian Barnett

Name of Witness



# Imaged Document Cover Sheet

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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

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Ref WYB 115905-01413

An international member of

**AllyLaw**

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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, 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.



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## 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.



## 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  
Norredarren 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**

18/09/2017

\$94.60

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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:

*[Handwritten signatures of two attorneys]*

Under Power of Attorney dated 28<sup>th</sup> October 2015

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



# Imaged Document Cover Sheet

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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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\$96.10

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**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

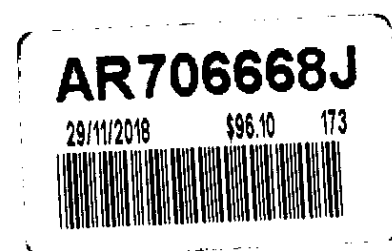
Signature:

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	<b>Casey City Council</b>
Address	Bunjil, Patrick North East Drive, Narre Warren, Victoria
Short name	<b>Council</b>

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

### 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.

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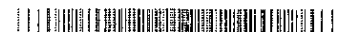
---

### **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.

**Maddocks****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 1Schedule 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.

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## 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.

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**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.

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**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.

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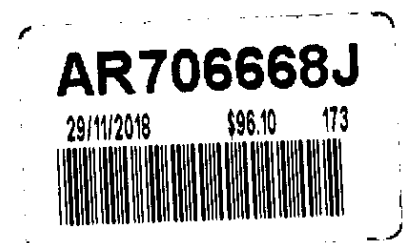
## 19. Commencement of Agreement

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

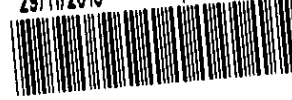
DCP Project Reference Number	Land Project Description <sup>1</sup>	Title or plan reference <sup>2</sup>	Area of the Land Project <sup>3</sup>	Milestone for transfer or vesting of the Land Project	Agreed Land Value <sup>4</sup>	Funding Source	Timing for Credit
IN53-05	Land for Thompsons Road intersection 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				

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<sup>1</sup> The description of the *Project Land* should be clear and unambiguous.

<sup>2</sup> 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.

<sup>3</sup> Insert area in hectares (to four decimal places).

<sup>4</sup> 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 <sup>1</sup>	Title or plan reference <sup>2</sup>	Area of the Land Project <sup>3</sup>	Milestone for transfer or vesting of the Land Project	Agreed Land Value <sup>4</sup>	Funding Source	Timing for Credit
	Intersection within PSP Property ID 53-5						





## Schedule 2

### OPEN SPACE LAND

Open Space Land	Open Space Land Description <sup>5</sup>	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 <sup>6</sup>	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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<sup>5</sup> A clear description of the Open Space Land is required.

<sup>6</sup> 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  
[772795: 22958123\_1]



**Schedule 4**

Land Specified for the purposes of clause 17.1

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







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## Schedule 5

### Planning Permit Details

PlnA00901/14 issued on 20 November 2014

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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


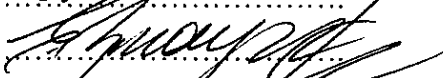
Before me;

  
.....  
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.





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

Application Number: BLD20211196

## FORM 2

Regulation 37(1)  
 Building Act 1993  
 Building Regulations 2018

### BUILDING PERMIT

**Building Permit No. CBSU 60948/9211711439310**

#### Issued to

Agent of Owner	<b>Carlisle Homes - East</b>	
Postal Address	<b>2 Nexus Court Mulgrave</b>	Postcode <b>3170</b>
Address for serving or giving of documents:	<b>2 Nexus Court Mulgrave</b>	Postcode <b>3170</b>
Contact Person	<b>Jessica O'Brien</b>	Telephone <b>85614777</b>

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

Owner	<b>Rajdeep Kaur</b>	
Postal Address	<b>37 Cottle Drive Clyde</b>	Postcode <b>3978</b>

#### Property Details [include title details as and if applicable]

Number <b>8</b>	Street/Road <b>Parlia Street</b>	Suburb <b>Clyde North</b>	Postcode <b>3978</b>
Lot/s <b>1741</b>	LP/PS <b>PS820090</b>		

Municipal District **City of Casey**

#### Builder

Name	<b>Carlisle Homes Pty Ltd</b>	Telephone <b>0385614777</b>
Address	<b>2 Nexus Court Mulgrave 3170</b>	

#### Details of Building Practitioners and Architects

a) To be engaged in the building work<sup>3</sup>

Name	Category/class	Registration Number
Carlisle Homes Pty Ltd	CDB-U	CDB-U 50143

(b) Who were engaged to prepare documents forming part of the application for this permit<sup>4</sup>

Name	Category/class	Registration Number
Gervase Purich	EC	EC 46702

#### Details of Domestic Building Work Insurance<sup>5</sup>

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: **2**BAL Level: **NBP**Termite Zone: **Yes**Version of BCA applicable to permit: **2019**Cost of Building Work: **\$402,193.00**Total floor area of new building work in m<sup>2</sup>: **204****Building classification**Part of Building: **Whole**BCA Classification: **1a(a)**Part of Building: **Whole**BCA Classification: **10a****Performance Solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Edge Overhangs Clause 3.2.2.7	P2.1.1
Masonry Mortar Mix Clause 3.3.5.0 & 3.3.5.4, AS 4773.2, Table 3.2	P2.1.1 & P2.2.2
Height of DPC above Ground Level for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Masonry Veneer Wall Flashings & Wall Sealings Clause 3.3.5.8(b)	P2.2.2
Masonry Cavity Width Clause 3.3.5.0, 3.3.5.6 & AS4773.2, Clause 9.2	P2.2.2
Damp-proof course/flashings setback distance from outside face of mortar Clause 3.3.5.0, 3.3.5.8 (b) & AS4773.2	P2.2.2, P2.2.3
Wet Area Construction Bathrooms, Laundries, & WC's Clause 3.2.1.2, Table 3.8.1.1 & AS3740	P2.4.1
Stair Tread Height & Riser Consistency for a Domestic Stair Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Reticulated Grey Water Clause 3.12.0(a) (Victorian variation)	P2.6.1 (Victorian variation)

**Protection Work**

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

**Inspection Requirements<sup>3</sup>**

The mandatory inspection notification stages are:

1. Pre-slab Inspection (Screw Pile Log Required)
2. Steel for Slab Inspection
3. Framework Inspection
4. 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 09 April 2022

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 09 April 2023

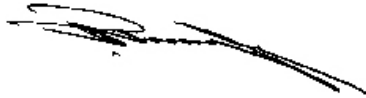
If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**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.

**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 60948/9211711439310**  
Date of issue of permit: **09 April 2021**



# Domestic Building Insurance

## Certificate of Insurance

**Rajdeep Kaur**
**37 Cottle Dr  
CLYDE  
VIC 3978**

Policy Number:

**C586811**

Policy Inception Date:

**02/03/2021**

Builder Account Number:

**003848**

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: **Lot 1741 Parlia Street CLYDE NORTH VIC 3978 Australia**

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

Builder ACN: **106263209**



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): **Rajdeep Kaur**

Pursuant to a domestic building contract dated: **29/11/2020**

For the contract price of: **\$ 402,193.00**

Type of Cover: **Cover is only provided if CARLISLE 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](mailto: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\*

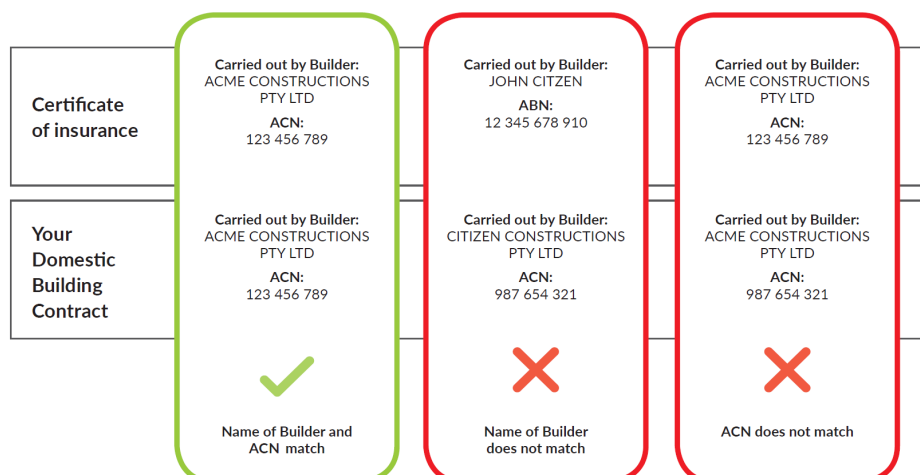
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$790.00</b>
GST:	<b>\$79.00</b>
Stamp Duty:	<b>\$86.90</b>
<b>Total:</b>	<b>\$955.90</b>

**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*



**DJM Building Consultants Pty Ltd**

Suite 6, 24 Lakeside Drive

Burwood East, 3151

P: 9887 7990

E: [djm@djmabc.com.au](mailto:djm@djmabc.com.au)

Application Number: BLD20211196

**FORM 16**

Regulation 192

**Building Act 1993**

Building Regulations 2018

**OCCUPANCY PERMIT****Property Details**

Number: <b>8</b>	Street/Road: <b>Parlia Street</b>	Suburb: <b>Clyde North</b>	Postcode: <b>3978</b>
Lot/s: <b>1741</b>	LP/PS: <b>PS820090</b>	Volume:	Folio:
Crown: allotment	Section: No	Parish:	County:
Municipal District: <b>City of Casey</b>			

**Building permit details**Building permit number: **CBSU 60948/9211711439310**Version of BCA applicable to building permit: **2019****Building Details**

Part of building to which permit applies:	<b>Whole</b>
Permitted use:	<b>Dwelling</b>
BCA Class of building:	<b>1a(a)</b>
Maximum permissible floor live load:	<b>1.5 kPa</b>
Maximum number of people to be accommodated:	

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

Storeys contained: **2**

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

Effective height:

Type of construction:

**Performance solution**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building or place of public entertainment to which this permit applies:

Relevant performance requirement	Details of performance solution
Masonry & Timber Wall Slab Edge Overhangs Clause 3.2.2.7	P2.1.1

Masonry Mortar Mix Clause 3.3.5.0 & 3.3.5.4, AS 4773.2, Table 3.2	P2.1.1 & P2.2.2
Height of DPC above adjoining paving for Roofed Alfresco & Porch area Clause 3.1.3.3(b) & 3.3.5.8(b)	P2.2.1, P2.2.2 & P2.2.3
Masonry Veneer Wall Flashings & Wall Sealings Clause 3.3.5.8(a) & (c)	P2.2.2
Masonry Veneer Cavity Width Clause 3.3.5.0, 3.3.5.6 & AS4773.2, Clause 9.2	P2.2.2
DPC/Flashing Setback from Face of Mortar in Masonry Veneer Wall Clause 3.3.5.0, 3.3.5.8(b) & AS4773.2	P2.2.2 & P2.2.3
Wet Area Construction Bathrooms, Laundries, & WC's Clause 3.2.1.2, Table 3.8.1.1 & AS3740	P2.4.1
Stair Tread Height & Riser Consistency for a Domestic Stair Clause 3.9.1.2(a) & Figure 3.9.1.1	P2.5.1
Reticulated Grey Water Clause 3.12.0(a) (Victorian variation)	P2.6.1 (Victorian variation)

#### 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 to which this permit applies is suitable for occupation.

#### Inspection Records

Pre-slab Inspection Date : 13/05/2021

#### Inspection Records

Steel for Slab Inspection Date : 20/05/2021

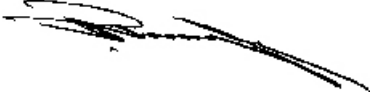
#### Inspection Records

Framework Inspection Date : 5/07/2021

#### Inspection Records

Occupancy Permit Inspection 1 Date : 4/11/2021

**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 60948/9211711439310**  
Date of issue: **4 November 2021**  
Signature: 

# Property Clearance Certificate

## Land Tax



GURPREET SINGH

Your Reference:	LD:76681575-016-4.8 PARLIA
Certificate No:	90394920
Issue Date:	06 MAY 2025
Enquiries:	ESYSPROD

Land Address:	8 PARLIA STREET CLYDE NORTH VIC 3978				
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47256165			12204	653	\$0.00

Vendor: RAJDEEP KAUR  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS RAJDEEP KAUR	2025	\$425,000	\$0.00	\$0.00

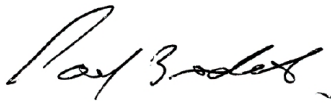
Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$880,000
SITE VALUE (SV):	\$425,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



# Notes to Certificate - Land Tax

Certificate No: 90394920

**Power to issue Certificate**

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

**Amount shown on Certificate**

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

**Land tax is a first charge on land**

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

**Information for the purchaser**

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

**Information for the vendor**

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

**Apportioning or passing on land tax to a purchaser**

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

**General information**

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

**For Information Only**

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,725.00

Taxable Value = \$425,000

Calculated as \$1,350 plus ( \$425,000 - \$300,000) multiplied by 0.300 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$8,800.00

Taxable Value = \$880,000

Calculated as \$880,000 multiplied by 1.000%.

**Land Tax - Payment Options**

**BPAY**  


Billers Code:5249  
Ref: 90394920

**Telephone & Internet Banking - BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.  
  
**www.bpay.com.au**

**CARD**  


Ref: 90394920

**Visa or Mastercard**  
Pay via our website or phone 13 21 61.  
A card payment fee applies.  
  
**sro.vic.gov.au/paylandtax**

# Property Clearance Certificate

## Commercial and Industrial Property Tax



GURPREET SINGH

Your Reference:	LD:76681575-016-4.8 parlia str
Certificate No:	90394920
Issue Date:	06 MAY 2025
Enquires:	ESYSPROD

Land Address: 8 PARLIA STREET CLYDE NORTH VIC 3978					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
47256165			12204	653	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$880,000
SITE VALUE:	\$425,000
CURRENT CIPT CHARGE:	\$0.00



# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 90394920

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.



# Property Clearance Certificate

## Windfall Gains Tax



GURPREET SINGH

Your	LD:76681575-016-4.8 PARLIA
Reference:	STR
Certificate No:	90394920
Issue Date:	06 MAY 2025

Land Address:	8 PARLIA STREET CLYDE NORTH VIC 3978		
Lot	Plan	Volume	Folio
		12204	653

Vendor: RAJDEEP KAUR  
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick  
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



# Notes to Certificate - Windfall Gains Tax

Certificate No: 90394920

### Power to issue Certificate

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

### Amount shown on Certificate

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

### Windfall gains tax is a first charge on land

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

### Information for the purchaser

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

### Information for the vendor

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



### Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

### General information

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

## Windfall Gains Tax - Payment Options

<div><div>BPAY</div><div><div></div><div>Billers Code: 416073 Ref: 90394925</div></div></div> <div><div>Telephone &amp; Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div><a href="http://www.bpay.com.au">www.bpay.com.au</a></div></div>	<div><div>CARD</div><div><div></div><div>Ref: 90394925</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61. A card payment fee applies.</div><div><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Gurpreet Singh  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT 1741 8 PARLIA STREET CLYDE  
NORTH 3978  
1741 PS 820090

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53P//14636/00016	LANDATA CER 76681575-033-1	06 MAY 2025	49252602

## 1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/04/2025 to 30/06/2025	\$21.79
<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2025 to 30/06/2025	\$30.52

### (b) By South East Water

<b>Water Service Charge</b>	01/04/2025 to 30/06/2025	\$22.58
<b>Sewerage Service Charge</b>	01/04/2025 to 30/06/2025	\$98.05
<b>Subtotal Service Charges</b>		<b>\$172.94</b>
<b>Usage Charges*</b>	Billed until 26/2/2025	\$1,374.38
<b>Arrears</b>		\$1,644.27
<b>TOTAL UNPAID BALANCE</b>		<b>\$3,191.59</b>

- The meter at the property was last read on 26/02/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$1.86 per day</b>
<b>Recycled Water Usage Charge</b>	<b>\$0.19 per day</b>

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

\* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

AUTHORISED OFFICER:

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at [www.southeastwater.com.au](http://www.southeastwater.com.au). Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at [www.southeastwater.com.au](http://www.southeastwater.com.au). When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

Pursuant to section 144 of the Water Act 1989, South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Class A Recycled Water is

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198



## INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

connected to this property. Pursuant to section 144 of the Water Act 1989, certain conditions of connection apply to the property for each of the services referred to above. Those conditions are binding on every owner or occupier of the property. For information, please contact Property Development Branch on telephone 131694 or [www.southeastwater.com.au](http://www.southeastwater.com.au)

Portion of the land could be subject to inundation at times of high storm flow. Therefore, any proposed development on the property is to be referred to Melbourne Water, Land Development Team on 9679-7517 or through the Postal Address: GPO Box 4342, Melbourne 3001.

### ENCUMBRANCE ENQUIRY EMAIL [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

### **Important Warnings**

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

### **3. Disclaimer**

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

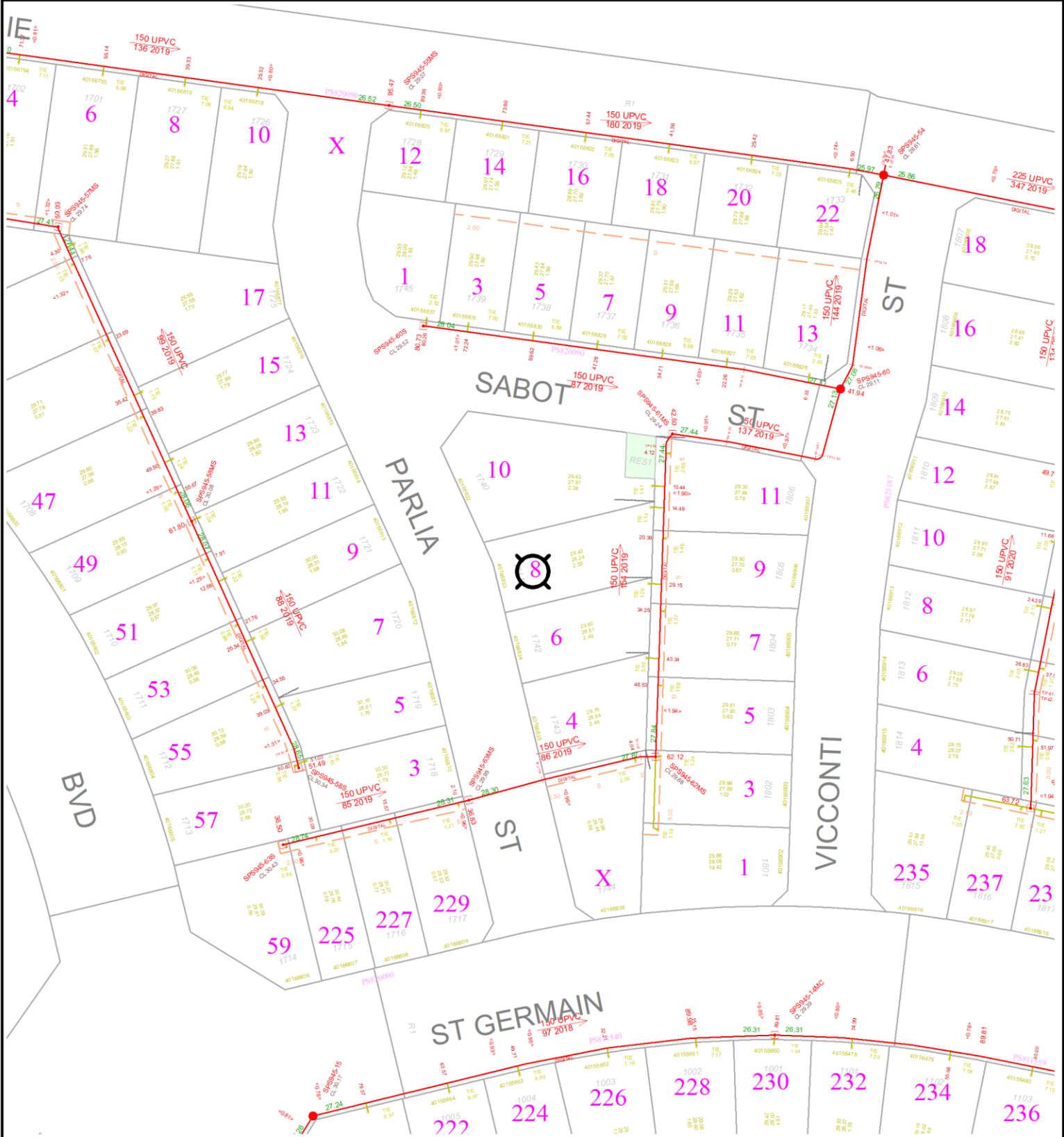
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:

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LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
**Information Statement Applications**  
PO Box 2268, Seaford, VIC 3198





Scale in Metres

### LEGEND

- |  |                     |  |                       |  |  |                      |
|--|---------------------|--|-----------------------|--|--|----------------------|
|  | Title/Road Boundary |  | Subject Property      |  |  | Hydrant              |
|  | Proposed Title/Road |  | Water Main Valve      |  |  | Fireplug/Washout     |
|  | Easement            |  | Water Main & Services |  |  | Offset from Boundary |

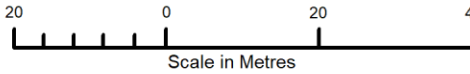


# ASSET INFORMATION - RECYCLED WATER

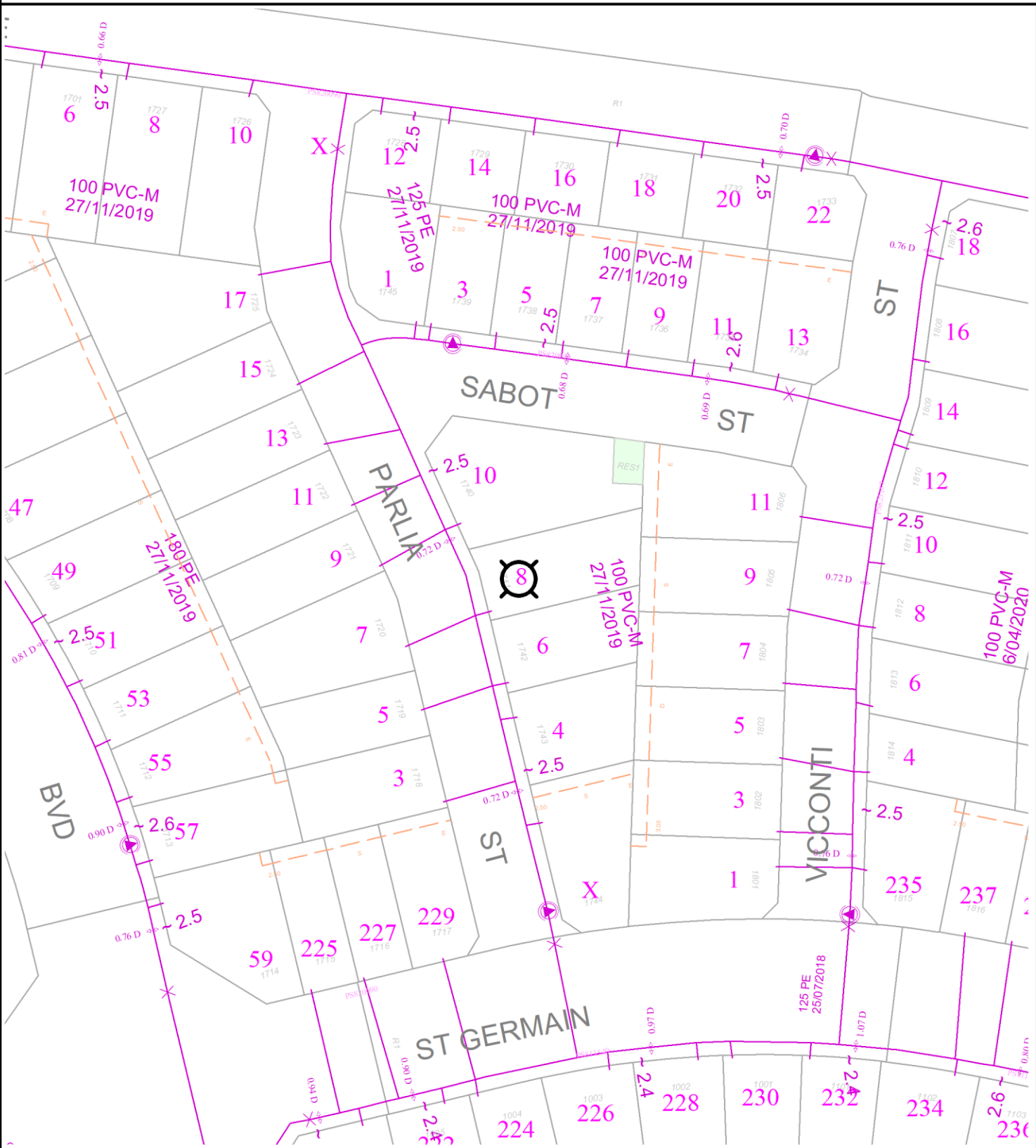
(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

Property: Lot 1741 8 PARLIA STREET CLYDE NORTH 3978

Case Number: 49252602



Date: 06MAY2025



**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Hydrant
	Proposed Title/Road		Recycled Water Main Valve		Fireplug/Washout
	Easement		Recycled Water Main & Services		Offset from Boundary



**Contact City of Casey**

03 9705 5200

NRS: 133 677 (for the deaf,  
hearing or speech impaired)TIS: 131 450 (Translating  
and Interpreting Service)

caseycc@casey.vic.gov.au

PO Box 1000  
Narre Warren VIC 3805

ABN: 43 320 295 742

**Customer Service Centres****Narre Warren**

Bunjil Place, Patrick Northeast Drive

**Cranbourne**

Cranbourne Park Shopping Centre



## LAND INFORMATION CERTIFICATE

### SECTION 229 LOCAL GOVERNMENT ACT 1989

Certificate Number: wCerR/C067141

Issue Date: 07 May 2025

Your Reference: 8 parlia street clyde north vic 3978

Landata - Rates Web Certificates  
C/- Victorian Land Registry Services Pty Ltd  
L 13 697 Collins St  
DOCKLANDS VIC 3008

<b>Property Number:</b>	164183
<b>Property Address:</b>	8 Parlia Street CLYDE NORTH VIC 3978
<b>Property Description:</b>	Lot 1741 PS 820090Y
<b>Land Area:</b>	433 sqm

<b>Valuation Date</b>	01/07/2024	<b>Effective Date</b>	01/07/2024
<b>Site Value</b>	\$425,000		
<b>Capital Improved Value</b>	\$880,000		
<b>Net Annual Value</b>	\$44,000		

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1989**, or under a local law of the Council and specified flood level by the Council (if any). This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Details for financial year ending 30th June 2025

Rate Category		
Current Year's General Rates	1,897.69	
Current Year's Garbage Charge	440.00	
Current Year's Fire Service Levy	208.56	
Current Rates Year's Charges - SUB TOTAL		2,546.25
Interest	152.47	
Current Rates Year Adjust\Payments - SUB TOTAL		152.47
Arrears		2,494.42
Scheme Charges		
Scheme Charges - TOTAL		0.00
TOTAL BALANCE OUTSTANDING		\$5,193.14

**PLEASE NOTE:** In accordance with section 175(1) of the Local Government Act 1989, the purchaser must pay all overdue rates and charges at the time that person becomes the

**Contact City of Casey**

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**Cranbourne**

Cranbourne Park Shopping Centre



owner of the land. All other amounts must be paid by their due dates to avoid penalty interest at 10.00% p.a. Full rate payments are due by 17/02/2025.

**PLEASE NOTE:** Council will only give verbal updates to the applicant within 60 days of this certificate and it should be noted that Council will only be held responsible for information given in writing, i.e. a new certificate, and not information provided or confirmed verbally. For further information contact Council's Rate Department.

**PLEASE NOTE:** If property is assessed as a Part Lot (PT) - multiple notices may be required, contact council for further information.

Should you have any queries regarding this Certificate, please contact City of Casey and quote reference **wCerR/C067141**.

A handwritten signature in black ink, appearing to read 'T. Riches'.

**Trevor Riches**

Team Leader Rates and Valuations

**PLEASE NOTE:**

**Interest continues to accrue at 10% until paid in full.**

**Electronic Payments**Biller Code: **8995**

Ref: 01641830

Telephone &amp; Internet Banking - BPAY®

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

More info: [www.bpay.com.au](http://www.bpay.com.au)

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 02 May 2025 07:49 PM

## PROPERTY DETAILS

Address: **8 PARLIA STREET CLYDE NORTH 3978**

Lot and Plan Number: **Lot 1741 PS820090**

Standard Parcel Identifier (SPI): **1741\PS820090**

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

Council Property Number: **164183**

Planning Scheme: **Casey**

Directory Reference: **Melway 135 K1**

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

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

PLANNING PROPERTY REPORT

Planning Overlay

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



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](#)



# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## 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>



## Further Planning Information

Planning scheme data last updated on 01 May 2025.

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

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

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

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

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

# PLANNING PROPERTY REPORT



VICTORIA  
State  
Government

Department  
of Transport  
and Planning

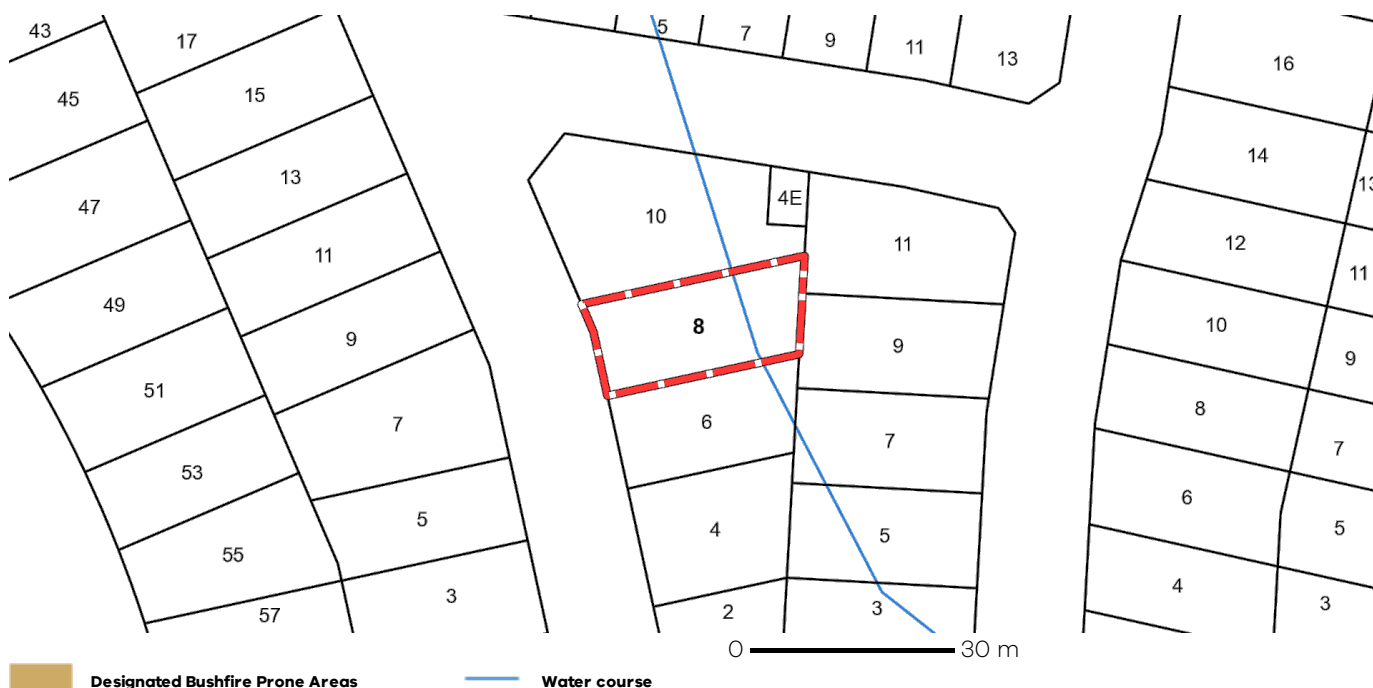
## Designated Bushfire Prone Areas

**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>.

# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 02 May 2025 07:49 PM

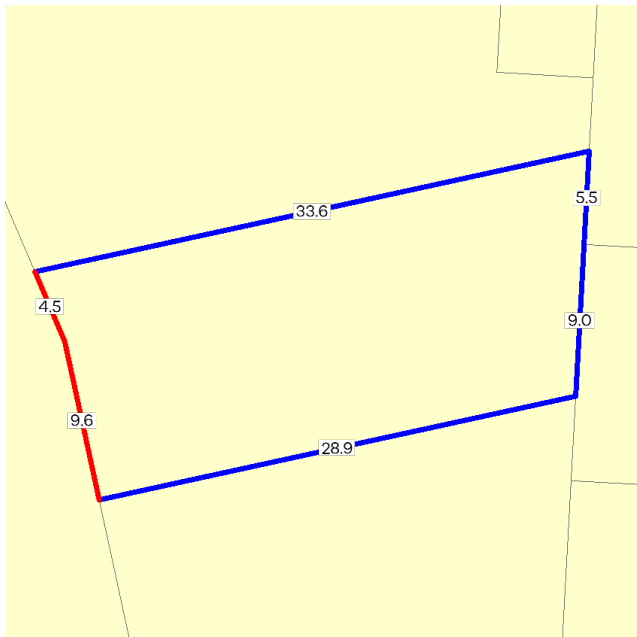
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Local Government Area (Council): **CASEY**  
Council Property Number: **164183**  
Directory Reference: **Melway 135 K1**

[www.casey.vic.gov.au](http://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:** 433 sq. m

**Perimeter:** 91 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>

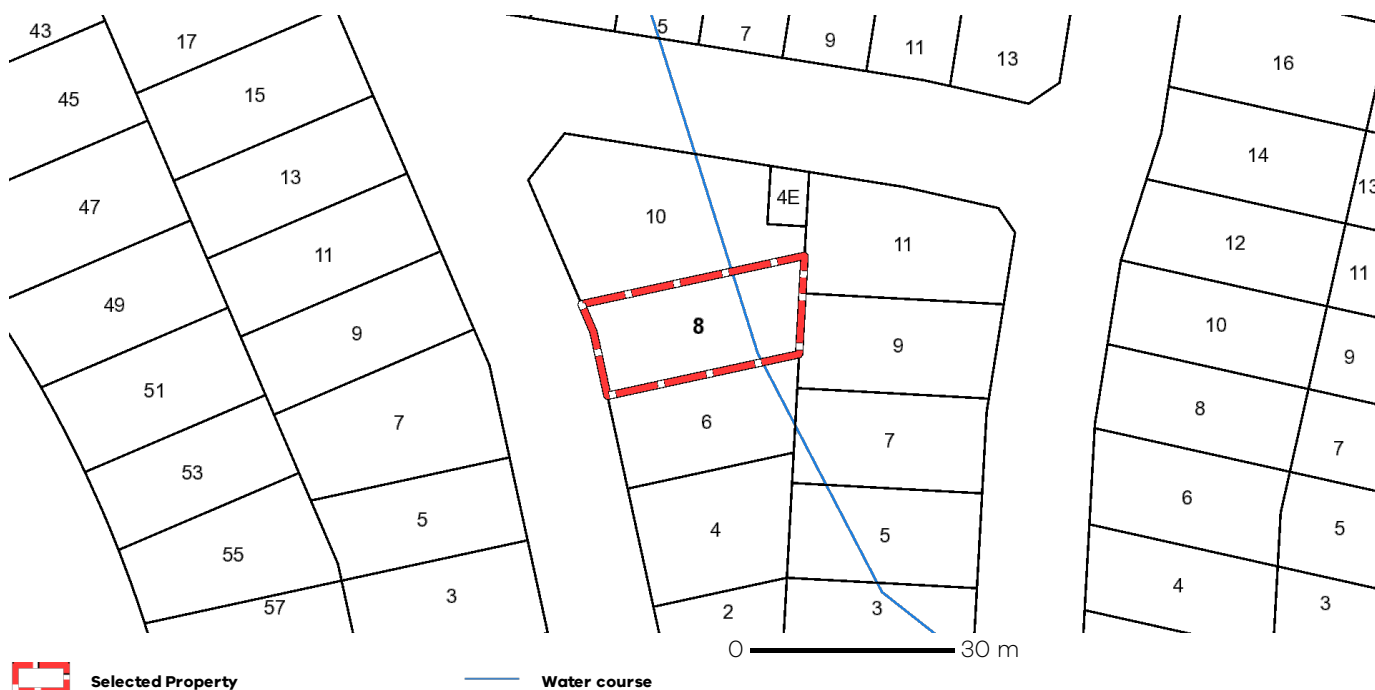


# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map





# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

# SALE OF LAND REGULATIONS 2005

## SCHEDULE 1

### GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

- 1 The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
- 2 The auctioneer may refuse any bid.
- 3 The auctioneer may determine the amount by which the bidding is to be advanced.
- 4 The auctioneer may withdraw the property from sale at any time.
- 5 The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
- 6 In the event of a dispute concerning a bid, the auctioneer may resubmit the property for sale at the last undisputed bid or start the bidding again.
- 7 The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
- 8 If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

## Schedule 5 Sale of Land Regulations 2005

### Meaning of Vendor

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

### Bidding by Co-owners

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

### Vendor Bids

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

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

### What Rules and Conditions Apply to the Auction?

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

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

### Copies of the Rules

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

### Questions

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

### Forbidden Activities at Auctions

The law forbids:

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

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

### Who Made the Bid?

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

### It is an Offence to Disrupt an Auction

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

### The Cooling Off Period Does Not Apply to Public Auctions of Land

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

### What Law Applies

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



## GUARANTEE AND INDEMNITY

I / We

of

(hereinafter called "the Guarantor" which expression shall mean and include successors and permitted assigns) in consideration of the within named Vendor selling to the within named Purchaser at the request of the Guarantor (as the Guarantor hereby acknowledge) the land described in the within Contract for the price and upon the terms and conditions herein set forth **HEREBY COVENANTS** with the said Vendor that if at any time default shall be made in the payment of the residue of the purchase money or interest or other monies payable by the Purchaser to the Vendor under the within or any substituted Contract or in the performance or observance of any term or condition of the within or any substituted Contract to be performed or observed by the Purchaser the Guarantor will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money interest and other monies payable under the within or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by a neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within or any substituted Contract or by time being given to the Purchaser for any such payment performance or observances or by any other thing which under law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Unless inconsistent with the context words importing the singular number only shall include the plural number and the words importing the plural number only shall include the singular number and words importing the masculine gender shall include the feminine and/or neuter gender as the case may require.

**IN WITNESS** whereof this Guarantee has been executed the                      day of  
Two thousand and

**SIGNED SEALED AND DELIVERED** by) \_\_\_\_\_  
the said \_\_\_\_\_ )  
in the presence of:- \_\_\_\_\_ )

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