

# Contract of Sale of Land

Property:

**9 BEAVER Terrace, Lynbrook VIC 3975**



# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

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

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

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

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

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

**Print names(s) of person(s) signing:** ANSHUL DABRA and MEHAK DABRA

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  
Address:  
Email: gary@areaspecialist.net.au  
Tel: Mob: Fax: Ref: Gary Singh

### Vendor

Name: ANSHUL DABRA and MEHAK DABRA  
Address:  
ABN/ACN:  
Email:

### Vendor's legal practitioner or conveyancer

Name: Kuldip Singh/ Prime Legal Conveyancing Group  
Address: 15 Cherokee Parade Clyde Vic 3978  
Email: Info@primelegalconveyancing.com.au  
Tel: 0405133444 Mob: 0430067707 Fax: Ref: 2025458

### Purchaser's estate agent

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

### Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

### Purchaser's legal practitioner or conveyancer

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

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11842 Folio 978	22	PS 726549Y.

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: 9 BEAVER Terrace, Lynbrook VIC 3975

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

Price \$ 0.00

Deposit \$ 0.00 by (of which \$ has been paid)

Balance \$ payable at settlement

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

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

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

**Lease** (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 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 20)

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

Lender: .....

Loan amount: no more than .....

Approval  
date: .....

**Building report**

☐ 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

- A. The Purchaser will not be liable to contribute to any land tax owing or already paid on the property (if any). It is agreed that any land tax (whether paid or outstanding) will not be apportioned to the purchaser as an allowable adjustment in the statement of adjustments.
- B. The purchaser's representative must provide the statement of adjustments to the vendor's legal representative within 5 clear business days prior to settlement. If the statement of adjustments is not delivered within 5 clear business days prior to settlement, the purchaser acknowledges and agrees that the vendor will incur additional legal fees because of the delay. The purchaser is also deemed to be in default under the contract and the vendor has all the rights to postpone settlement. The purchaser acknowledges and agrees to pay the sum of \$300.00 plus GST at settlement or if agreed by the representatives, adjusted in the statement of adjustments as a result of this delay.
- C. If any Outgoings and land tax have not been paid or are owing by the Vendor at the Settlement Date, the Vendor is not required to pay the Outgoings and/or land tax at settlement and the Purchaser must accept the Vendor's undertaking to pay the Outgoings and/or land tax after Settlement.
- D. The purchaser must provide copies of all certificates and other information used to calculate the statement of adjustments.
- E. The only acceptable method of delivering the Statement of Adjustments is via email.



#### 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 outgoing.
- 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 outgoing.
- 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. specify 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.



17.1

**Special condition 17 – Adjustments**

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 four 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 \$880.00 (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 Agent's 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.



35.1

**Special condition 35 - Loss or Damage**

The following General Conditions are deleted:

1. General Conditions 24.3
2. General Conditions 24.4
3. General Conditions 24.5
4. General Conditions 24.6

**Special condition 36 – 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.



# General Conditions

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

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## 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

**ANSHUL DABRA AND MEHAK DABRA**

to

---

**CONTRACT OF SALE OF REAL ESTATE**

---

**Property: 9 BEAVER Terrace, Lynbrook VIC**

Kuldip Singh  
**Prime Legal Conveyancing Group**  
**Licensed Conveyancers**  
15 Cherokee Parade  
CLYDE VIC 3978  
M : 0405 133 444  
M: 0430 067 707  
Ref: KS:2025458

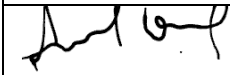



# Vendor Statement

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	9 BEAVER Terrace, Lynbrook VIC 3975	
Vendor's name	ANSHUL DABRA	Date 09/07/2025
Vendor's signature		
Vendor's name	MEHAK DABRA	Date 09/07/2025
Vendor's signature		
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: \$4,500

(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.

## 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):

Not Applicable.

## 6. OWNERS CORPORATION

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

Not Applicable.

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

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"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

## 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 1

VOLUME 11842 FOLIO 978

Security no : 124125023874N  
Produced 03/06/2025 04:59 PM

### LAND DESCRIPTION

Lot 22 on Plan of Subdivision 726549Y.  
PARENT TITLE Volume 11272 Folio 768  
Created by instrument PS726549Y 12/12/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
ANSHUL DABRA  
MEHAK DABRA both of 123 HUTCHINSON DRIVE LYNBROOK VIC 3975  
AN838810F 17/05/2017

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX373205B 20/10/2023  
BENDIGO AND ADELAIDE BANK LTD

COVENANT as to part A562998

COVENANT PS726549Y 12/12/2016

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  
AH941253N 11/05/2011

### DIAGRAM LOCATION

SEE PS726549Y FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 9 BEAVER TERRACE LYNBROOK VIC 3975

### ADMINISTRATIVE NOTICES

NIL

eCT Control 19018X ADELAIDE BANK  
Effective from 24/01/2024

DOCUMENT END

# Imaged Document Cover Sheet


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Document Identification	<b>PS726549Y</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>03/06/2025 16:59</b>

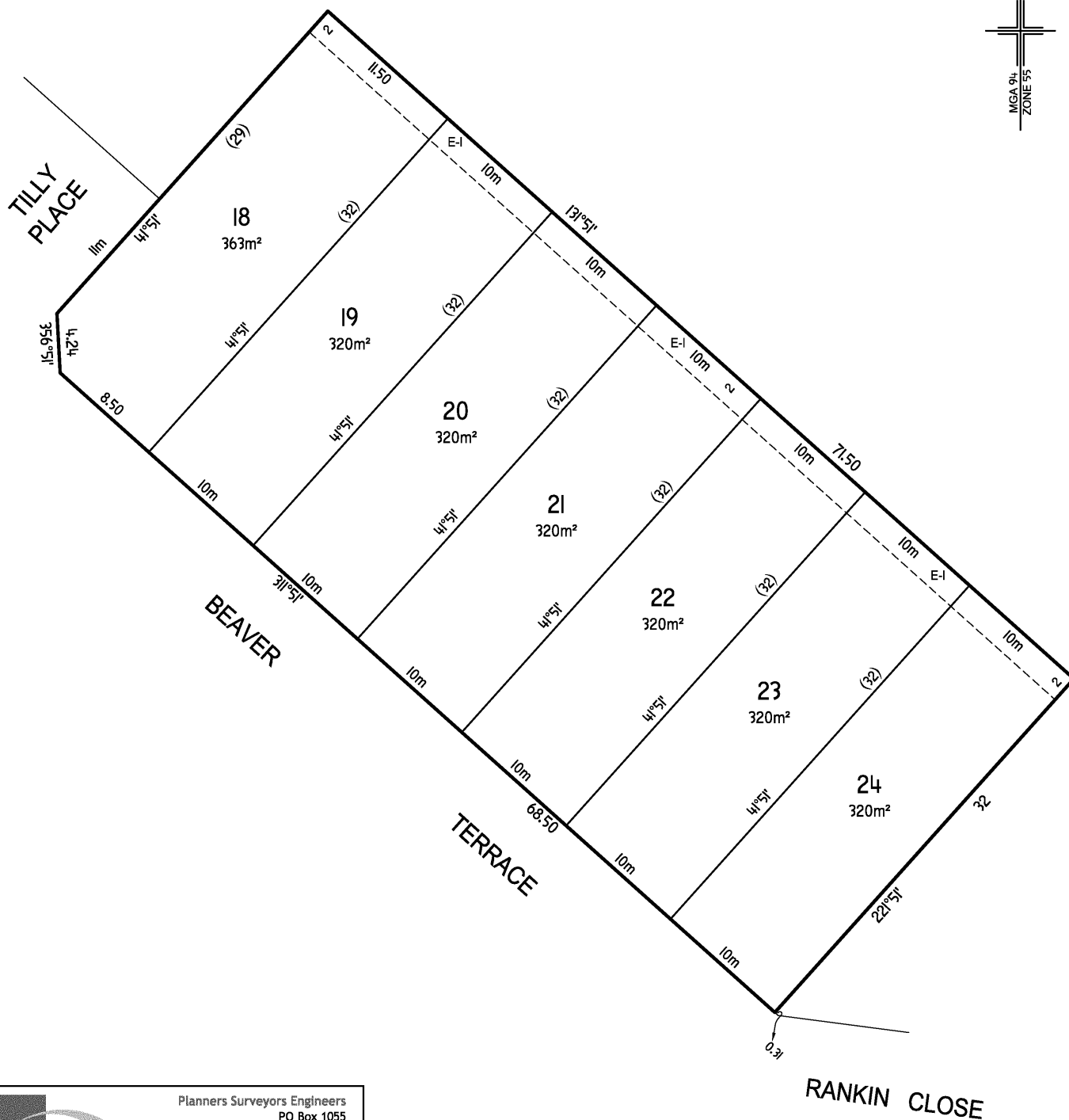
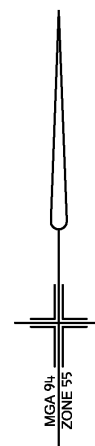
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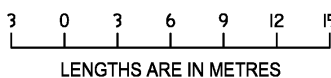
<b>PLAN OF SUBDIVISION</b>			LV USE ONLY <b>EDITION 1</b>	<b>PS 726549Y</b>
<b>LOCATION OF LAND</b>  PARISH: EUMEMMERING TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 41 (PART)  TITLE REFERENCES: VOL.11272 FOL.768  LAST PLAN REFERENCES: LOT B PS621617T  POSTAL ADDRESS: 2 - 14S BEAVER TERRACE (At time of subdivision) LYNBROOK, 3975  MGA Co-ordinates (of approx centre of land in plan) E 347340 ZONE: 55 N 5786470			CERTIFYING AUTHORITY CASEY CITY COUNCIL REFERENCE	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		STAGING This is not a staged subdivision. Planning permit No. PInA00155/14	
NIL	NIL		LOTS 1 - 17 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.	
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY.				
Survey: This plan is based on survey. This survey has been connected to permanent marks no.(s) in Proclaimed Survey Area no. 45				
EASEMENT INFORMATION				
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE	2m	INST. A.562998	V.5755 F.953
 Planners Surveyors Engineers PO Box 1055 Dandenong Victoria 3175 Telephone 03 9794 9438 Facsimile 03 9794 9532 manager@klms.com.au		LICENSED SURVEYOR JAMES CHARLES CANNING DIGITALLY SIGNED REF <b>0820.27A</b> VERSION 1 ORIGINAL SHEET SIZE A3 SHEET 1 OF 3 SHEETS		PLAN REGISTERED TIME: 2:25 PM DATE: 12/12/16 G. ANGELINI Assistant Registrar of Titles

PS 726549Y



Planners Surveyors Engineers  
PO Box 1055  
Dandenong Victoria 3175  
Telephone 03 9794 9438  
Facsimile 03 9794 9532  
manager@klms.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL  
SCALE  
1:300

LICENSED SURVEYOR JAMES CHARLES CANNING  
DIGITALLY SIGNED

REF 0820.27A

VERSION 1

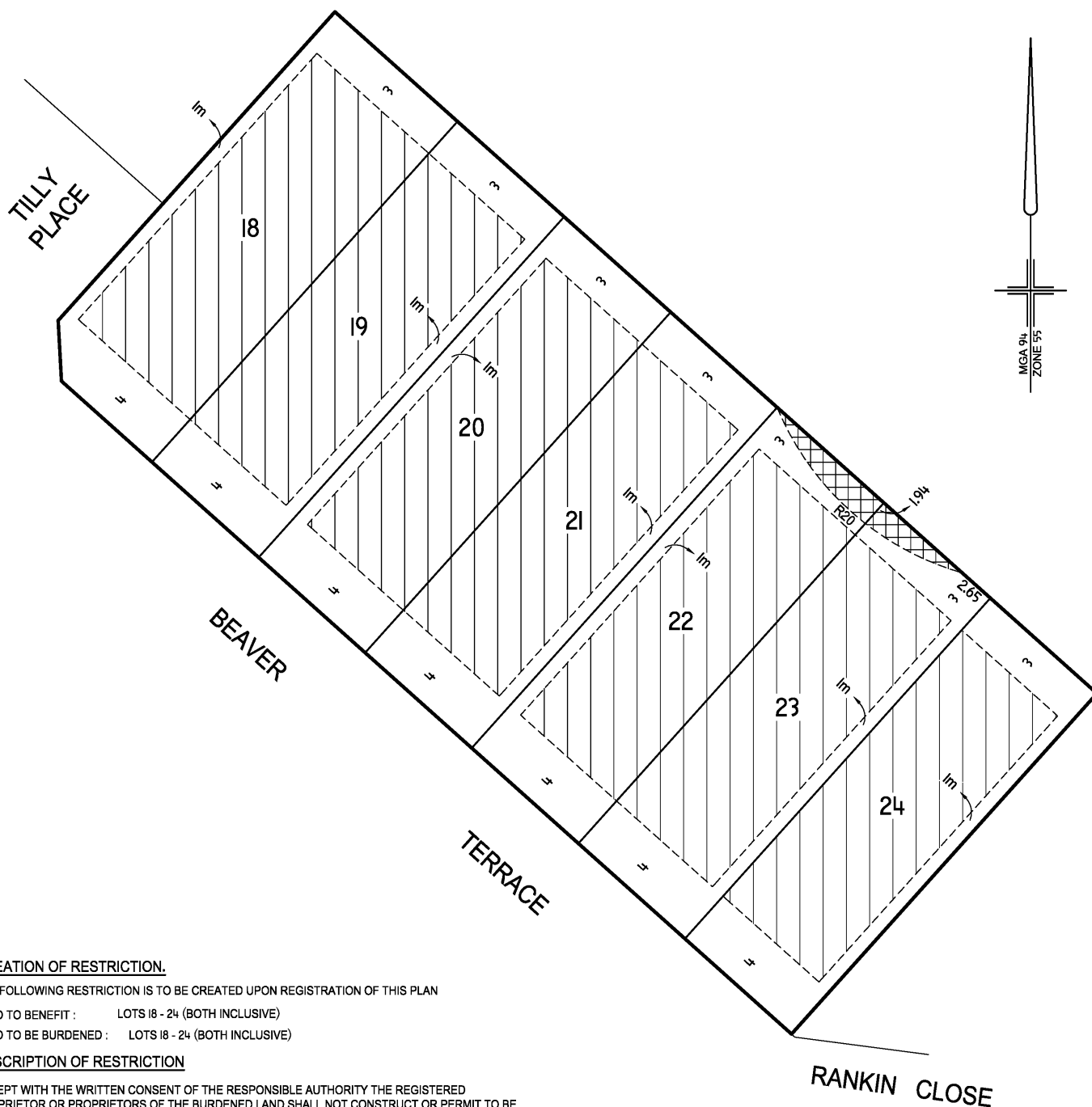
ORIGINAL SHEET SIZE A3

SHEET 2

CERTIFYING AUTHORITY  
CASEY CITY COUNCIL



PS 726549Y



# **CREATION OF RESTRICTION.**



THE FOLLOWING RESTRICTION IS TO BE CREATED UPON REGISTRATION OF THIS PLAN

LAND TO BENEFIT : LOTS 18 - 24 (BOTH INCLUSIVE)

LAND TO BE BURDENED : LOTS 18 - 24 (BOTH INCLUSIVE)

# **DESCRIPTION OF RESTRICTION**

EXCEPT WITH THE WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY THE REGISTERED PROPRIETOR OR PROPRIETORS OF THE BURDENED LAND SHALL NOT CONSTRUCT OR PERMIT TO BE CONSTRUCTED:

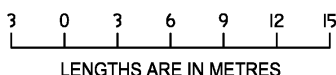
1. ANY BUILDING WITHIN THE ENVIRONMENTAL SIGNIFICANCE OVERLAY AREA SHOWN CROSS HATCHED  ON THE DIAGRAM ABOVE.
2. ANY BUILDING (EXCLUDING A GARAGE) OUTSIDE THE BUILDING ENVELOPE AREA SHOWN HATCHED  ON THE DIAGRAM ABOVE
3. ANY FRONT FENCING TO BEAVER TERRACE GREATER THAN 800mm IN HEIGHT.
4. ANY GARAGE OCCUPYING MORE THAN 40% OF THE WIDTH OF THE LOT FRONTAGE
5. ANY GARAGE CLOSER TO THE FRONTAGE OF THE LOT THAN THE DWELLING OR 5.50m WHICHEVER IS GREATER.

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT FOR ANY BURDENED LOT AFTER A CERTIFICATE OF OCCUPANCY HAS BEEN ISSUED FOR A DWELLING ON THAT LOT.



Planners Surveyors Engineers  
PO Box 1055  
Dandenong Victoria 3175  
Telephone 03 9794 9438  
Facsimile 03 9794 9532  
manager@klms.com.au

## **SCALE**



LENGTHS ARE IN METRES

## **ORIGINAL**

SCALE

1:300

LICENSED SURVEYOR JAMES CHARLES CANNING  
DIGITALLY SIGNED

REF **0820.27A**

VERSION **I**

ORIGINAL SHEET SIZE A3

SHEET **3**

CERTIFYING AUTHORITY  
CASEY CITY COUNCIL



**Plan of Subdivision PS726549Y**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S054192E

Plan Number: PS726549Y

Responsible Authority Name: Casey City Council

Responsible Authority Permit Ref. No.: PInA00155/14

Responsible Authority Certification Ref. No.: SubA00223/14

Surveyor's Plan Version: 1

**Certification**

☒ This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

☐ Has not been made at Certification

Digitally signed by Council Delegate: Michele Annette Scarlett

Organisation: Casey City Council

Date: 24/08/2015

# Imaged Document Cover Sheet

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Document Identification	<b>AH941253N</b>
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Document Assembled	<b>03/06/2025 16:59</b>

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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**

**AH941253N**

11/05/2011 \$105.20 173



**Form 18**

Priv.

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

Lodged by:

Name: Russell Kennedy Solicitors  
Phone: 9609 1555  
Address: 12/469 La Trobe Street, Melbourne 3000  
Ref: AAJ: 115905-01097  
Customer Code: 1513M

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

volume 10648 folio 928

Authority: *(name and address)*

Casey City Council of Magid Drive, Narre Warren 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 Authority:

Name of Officer: James Albert Hick  
Team Leader Subdivisions

Date: 28<sup>th</sup> April 2011 .

DATE: 28<sup>th</sup> April 2010 2011

**AH941253N**

11/05/2011 \$105.20 173



**CASEY CITY COUNCIL**  
("the Council")

- and -

**VICTORIAN URBAN DEVELOPMENT AUTHORITY**  
("the Owner")

---

**SECTION 173 AGREEMENT**

**LYNBROOK – STAGE 27**

---

**MIDDLETONS**

Level 25, 525 Collins Street  
MELBOURNE VIC 3000

DX 405 Melbourne

Tel: (03) 9205 2000

Fax: (03) 9205 2055

Ref: APEP.JTL.8888888

**AH941253N**

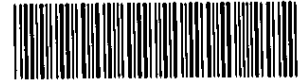
11/05/2011 \$105.20 173

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**SECTION 173 AGREEMENT  
LYNBROOK – STAGE 27**

DATE: **28<sup>th</sup> APRIL** ~~2010~~ **2011**

**PARTIES:**

- 1 CASEY CITY COUNCIL** of Magid Drive, Narre Warren, VIC, 3805 (**"the Council"**)
- 2 VICTORIAN URBAN DEVELOPMENT AUTHORITY** of 710 Collins Street, Docklands, VIC, 3008 (**"the Owner"**)

**BACKGROUND:**

- A** The Owner is the registered proprietor of the Land.
- B** The Council is the responsible authority under the Act for the administration and enforcement of the Planning Scheme, with respect to the Land.
- C** Condition 3 of the Permit provides as follows:

"Before the plan of subdivision is certified under the *Subdivision Act* 1988, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the *Planning and Environment Act* 1987, and make 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 that:-

- (a) the future/successive owners of all allotments contained in the plan of subdivision and the future owners of allotments within Superlots A and B must be advised in writing that the allotments are in proximity to the existing Hallam Putrescible Landfill Site and an approved Industry (Materials Recycling Waste Treatment Facility of Organic Waste-SAWT Facility). The Environment Protection Authority (EPA) did not object to the subdivision, however be advised that from time to time, one may experience 'odour' associated with these uses.
- (b) the future/successive owners of Lots 16 and 17 be provided with a copy of the Endorsed Plan and be advised of the approved location for waste collection for these allotments.

The owner must pay the Responsible Authority's costs of the preparation, negotiation, execution and registration of the Section 173 Agreement required by this condition within (state time/period) of registration of the agreement."

- D** This Agreement has been entered into in order to:
  - comply with all relevant conditions of the Permit;
  - prohibit, restrict or regulate the use or development of the Land; and
  - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

THIS AGREEMENT WITNESSES AND THE PARTIES AGREE AS FOLLOWS:

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## 1. INTRODUCTION AND INTERPRETATION

### 1.1. Operation

Without limiting any operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made under Division 2 Part 9 (and, in particular, Section 173) of the Act, with the intent that the burden of the Owner's covenants runs with the Land.

### 1.2. Definitions

In this Agreement, unless the contrary appears:

"**Act**" means the *Planning and Environment Act 1987*;

"**Endorsed Plan**" means the plan or plans endorsed from time to time with the stamp of the Council as the plan which forms part of the Permit;;

"**Land**" means lot A on Plan of Subdivision PS443294H, being the whole of the land contained in certificate of title volume 10648 folio 928;

"**Lot 16**" means lot 16 as shown on the plan attached as Annexure 1 to this Agreement;;

"**Lot 17**" means lot 17 as shown on the plan attached as Annexure 1 to this Agreement;

"**Permit**" means planning permit P507/08 issued by the Council on 23 February 2010 authorising the subdivision of the Land, particularly a "multi-lot subdivision";and

"**Planning Scheme**" means the Casey Planning Scheme or any other planning scheme which applies to the Land from time to time.

### 1.3. Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing a gender include any gender;
- (c) where a word or phrase has a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (d) a covenant or obligation on the part of two or more persons binds them jointly and severally;
- (e) a reference to the "Council" includes its successors and assigns (including its successors as Responsible Authority under the Act);
- (f) a reference to an Act of Parliament, statutory provision or subordinate instrument shall be read as meaning such Act, statutory provision or subordinate instrument;
- (g) headings are for guidance only and do not affect the interpretation of this Agreement.



**1.4. Proper law**

This Agreement is governed by and the Owner submits to the jurisdiction of the laws of the State of Victoria.

**1.5. Commencement**

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

**1.6. Termination**

This Agreement may be ended by mutual agreement between the parties.

**1.7. Cancellation of Agreement**

As soon as reasonably practicable after this Agreement has ended as to the whole of the Land or as to part of the Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the whole of the Land or as to part of the Land as the case may be.

**1.8. Reading down and severability**

If a provision of this Agreement is void or voidable by a party, or unenforceable or illegal, but would not be so if read down or severed from the Agreement, it must be read down or severed accordingly.

**2. COVENANTS****2.1. Notification to potential purchasers**

The Owner covenants and agrees that:

- (a) in any contract for the sale of the Land or part of the Land, the Owner must notify a potential purchaser that:
  - (i) the Land is located in near proximity to:
    - (A) the Hallam Road Putrescible Landfill located at 310 Hallam Road, Hampton Park; and
    - (B) the approved Materials Recycling Organic Waste Treatment Facility located at 795 South Gippsland Highway, Hampton Park;
  - (ii) and that:
    - (A) the Environment Protection Authority did not object to the grant of the Permit;
    - (B) the Council advises that from time to time, odour emanating from the land uses referred to in clause 2.1(a)(i) of this Agreement, may be experienced by persons at the Land.

**2.2. Waste collection – Lot 16 and Lot 17**

- (a) The Owner covenants and agrees that in any contract for the sale of Lot 16 or Lot 17 the Owner must provide any potential purchaser with a copy of the Endorsed Plan

**AH941253N**

and prior written notice of the Council's approved location for waste collection from Lot 16 or Lot 17 (as the case may be).

- (b) The Owner of Lot 16 and Lot 17 (as the case may be) covenants and agrees to ensure that their mobile garbage bin is placed in the waste collection area shown on the Endorsed Plan in accordance with Council policy, to the satisfaction of the Council.

**3. COSTS OF AGREEMENT**

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. GENERAL**

The covenants and obligations imposed on the Owner upon commencement of this Agreement will take effect as covenants which shall be annexed to and run at law and equity with the Land and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any relevant part of the Land.

**5. 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 its respective obligations contained in this Agreement.

**6. ACKNOWLEDGMENT**

The parties expressly acknowledge that any obligation imposed upon the Council under this Agreement does not fetter the future exercise of any statutory discretion by the Council, whether in relation to the Agreement or otherwise, and the provisions of this Agreement must be read accordingly.

**7. FURTHER DOCUMENTS**

The parties will do all things and prepare and sign all further documents necessary to give effect to this Agreement and to ensure that the covenants and obligations of the parties under this Agreement are fully carried out.

**8. REGISTRATION**

The parties will do all things necessary to enable the Council, in its discretion, to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act.

**9. NOTICE**

Any notice or document under this Agreement may be served upon a party to this Agreement by being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this Agreement (or such address as is notified to all parties from time to time) and shall be conclusively deemed to have been served at the expiration of 48 hours from the time of posting.

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AAJ 1483057v1 AAJ

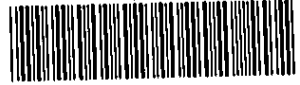
**EXECUTED** as an agreement under Division 2 of Part 9 of the Act.

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 dated the 21 April 2009 in the )  
presence of: )  
)  
)  
)

**AH941253N**

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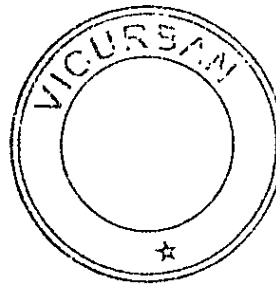


Mike Tyler

*Julian Sumner*

Witness

In accordance with the *Victorian Urban* )  
*Development Authority Act 2003* the Official )  
Seal of the **VICTORIAN URBAN** )  
**DEVELOPMENT AUTHORITY** is affixed in the  
presence of:



*[Signature]*

General Manager

**ROB VINES**

Name: (print)

*[Signature]*

Chief Operating Officer

Samuel Sangster  
Chief Operating Officer

Name: (print)

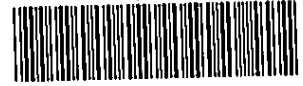
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**ANNEXURE 1**


(Plan)

**AH941253N**

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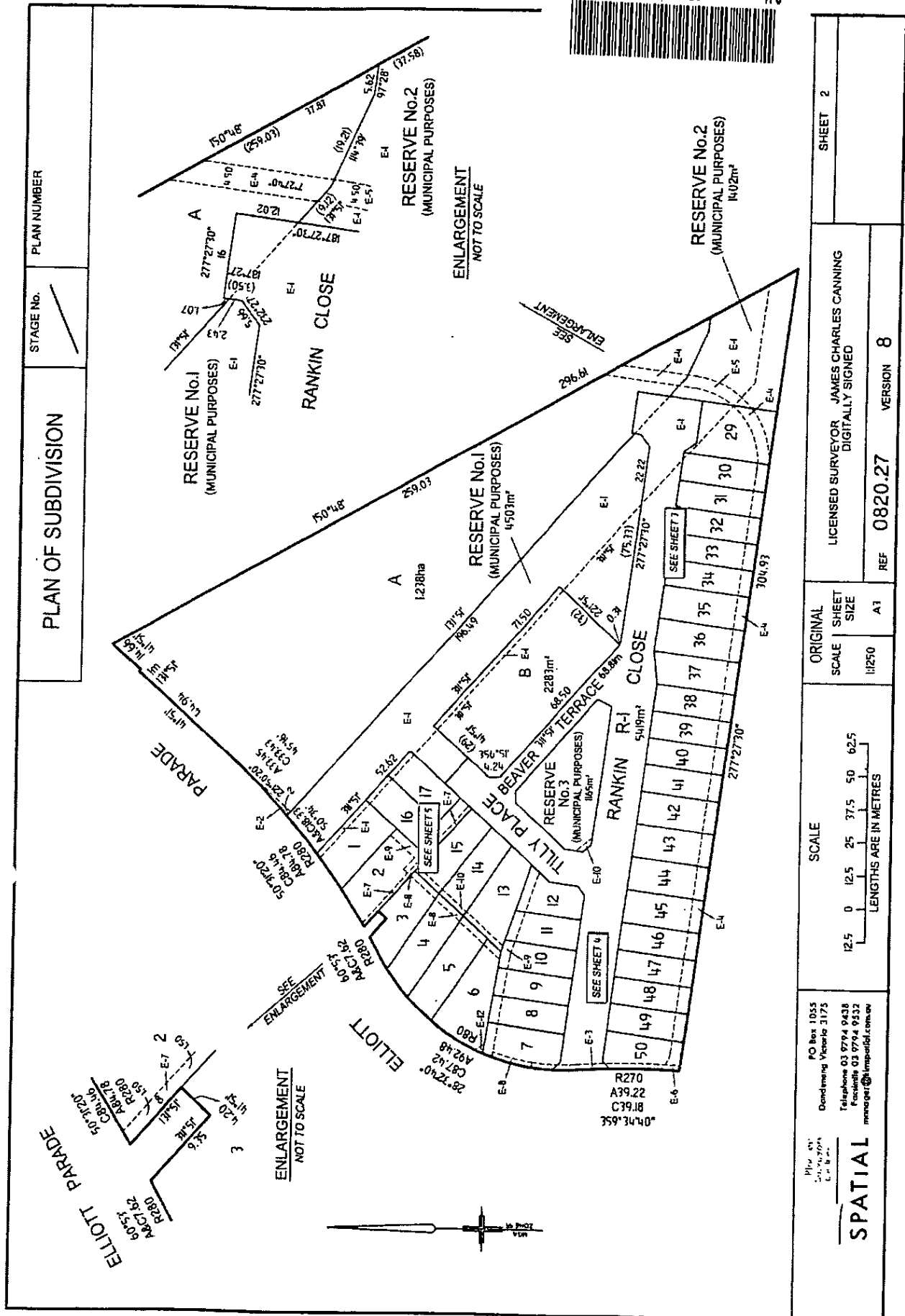
7

PLAN OF SUBDIVISION		STAGE No.	LR USE ONLY EDITION	PLAN NUMBER
<b>LOCATION OF LAND</b> PARISH: EUMEMMERRING TOWNSHIP: SECTION: CROWN ALLOTMENT: CROWN PORTION: 41 (PART), 42 (PART) TITLE REFERENCES: VOL. 10648 FOL 928 LAST PLAN REFERENCES: PS443294H (LOT A) POSTAL ADDRESS: ELLIOTT PARADE, (At time of subdivision) LYNBROOK, 3975 MGA Co-ordinates (of approx centre of land in plan) E 347300 ZONE: 55 N 5786500		CERTIFYING AUTHORITY CASEY CITY COUNCIL Ref: S240/08 <b>AH941253N</b> 11/05/2011 \$105.20 173  THIS IS A SPEAR PLAN		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R-1	CASEY CITY COUNCIL			
RESERVE No.1	CASEY CITY COUNCIL			
RESERVE No.2	CASEY CITY COUNCIL			
RESERVE No.3	CASEY CITY COUNCIL			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY.		STAGING This is not a staged subdivision. Planning permit No. P507/08		
Lots 18 - 28 (both inclusive) have been omitted from this plan.				
STAGE NAME: 27 AREA OF LOTS: 2.923ha SERVICED LOTS: 38 AREA OF ROADS: 54.99m² TOTAL LOTS: 40 AREA OF RESERVES: 707m² M.W. LEVY AREA: N/A TOTAL AREA: 4.172ha		SURVEY. THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 845, 846, 217 IN PROCLAIMED SURVEY AREA No. 45		
EASEMENT INFORMATION				
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1,E-5,	PIPELINE	SEE DIAG	INST. A.562998	V.5755 F.953
E-2	DRAINAGE AND SEWERAGE SEWERAGE	SEE DIAG SEE DIAG	PS.430106K PS.430106K	LAND IN PS.430106K SOUTH EAST WATER LIMITED
E-3,E-6	SEWERAGE	2	INST. AE324522F	SOUTH EAST WATER LIMITED
E-4,E-5,E-6	DRAINAGE	SEE DIAG.	THIS PLAN	MELBOURNE WATER CORPORATION
E-7, E-11	POWERLINE	1.50	THIS PLAN - SEC.88 ELEC. INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-8,E-9,E-11	SEWERAGE	SEE DIAG.	THIS PLAN	SOUTH EAST WATER LTD.
E-9,E-10,E-11	DRAINAGE	SEE DIAG.	THIS PLAN	CASEY CITY COUNCIL
PO Box 1055 Dandenong Victoria 3175 Telephone 03 9794 9438 Facsimile 03 9794 9332 manager@klmspatial.com.au <b>SPATIAL</b>				LICENSED SURVEYOR JAMES CHARLES CANNING DIGITALLY SIGNED REF 0820.27 VERSION 8
				LR USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input type="checkbox"/> DATE / / LR USE ONLY PLAN REGISTERED TIME DATE / / Assistant Registrar of Titles SHEET 1 OF 8 SHEETS ORIGINAL SHEET SIZE A3

**AH941253N**

11/05/2011 \$105.20

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# Imaged Document Cover Sheet

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Document Identification	<b>A562998</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>03/06/2025 16:59</b>

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A562998

MALLESON STEWART &amp; CO.

IMAGED

A562998

\*\*\*2-5-0 G R T

C9-46 565532 VICTORIA



## CREATION OF EASEMENT

WE, ALFRED MARRIOTT and HECTOR ANDERSON MARRIOTT Market Gardeners and GLADYS MURIEL MARRIOTT and EDITH MAY MARRIOTT Married Women all of South Road, Moorabbin

(hereinafter called "the Owner") being registered or entitled to be registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of TWO HUNDRED AND TWENTY-EIGHT POUNDS

paid to us by the GAS AND FUEL CORPORATION OF VICTORIA (hereinafter called "the Corporation") DO HEREBY TRANSFER AND GRANT unto the Corporation and its successors and transferees registered proprietor or proprietors for the time being of ALL THAT piece of land being Lots One and Two and part of Lot Nine on Plan of Subdivision No. 12256 lodged in the Office of Titles and being part of Crown Portion Ninety-three Parish of Eumemmerring and being the whole of the land comprised in Certificate of Title entered in the Register Book Volume 5755 Folio 953 FULL AND FREE RIGHT AND LIBERTY to and for it and them and its and their contractors servants agents and workmen at all times hereafter subject to and for the purposes of the *Gas and Fuel Corporation Act 1950*—

(a) TO ENTER AND RE-ENTER in and upon ALL THAT piece of land delineated and colored red on the plan drawn hereon or annexed hereto and marked "A" and being part of Crown Allotment Forty-one Parish of Eumemmerring and being part of the land more particularly described in Certificate of Title entered in the Register Book Volume 7833 Folio 122.

(which land is hereinafter referred to as "the servient tenement") and to bring or remove any plant equipment or materials and to construct re-construct or demolish any works and to excavate trenches and footings or foundations and to lay or erect or place in on under over along or across the servient tenement and from time to time to repair remove renew re-lay or re-erect any pipes or conduits valves syphons hatches and inspection chambers and other controlling devices at any place or places and in any position or positions for the transmission of gas PROVIDED ALWAYS that the upper surface of any such pipes or conduits when laid shall be approximately three feet below the surface of the servient tenement but inspection chambers hatches syphons and valves may be upon or above the surface.

(b) TO erect and maintain any fences and gates upon the servient tenement.

(c) TO fell and remove any tree or any limb or limbs of any tree and remove any obstructions upon the servient tenement and to carry out thereon any digging cutting excavating grading and re-grading.



DA562998-1-1

- (d) TO go pass and repass for all of the purposes aforesaid either with or without horses or other animals carts or other vehicles through over and along the servient tenement.
- (e) TO use the servient tenement for all purposes of and incidental to the transmission of gas.
- (f) TO keep the servient tenement free of any buildings whatsoever and free from any obstructions above the surface.
- (g) TO maintain inspect alter repair renew use take up remove and replace all works and installations.
- (h) TO enter re-enter and pass on foot ~~or on~~ horseback or in any vehicle or machine over and along the servient tenement as often as the Corporation or its officers may desire for the purpose of protecting inspecting maintaining altering repairing renewing using taking up removing or replacing all works and installations.

PROVIDED ALWAYS that in the exercise of the foregoing powers of the Corporation the Corporation shall do as little damage as may be and will properly fill in any excavations and restore the surface of the servient tenement to as nearly as reasonably possible to the condition in which the same was immediately prior to the commencement of the work and clear of all rubbish and the Corporation shall if required within two years from the exercise of the said powers make full compensation to the owner his heirs executors administrators or transferees for any damage sustained by him or them in consequence of such exercise of such powers and in default of agreement the amount of such damage shall be determined in manner provided by the *Lands Compensation Act 1928*.

PROVIDED FURTHER that the Corporation will at all times hereafter keep indemnified the owners his heirs executors administrators and transferees from and against all damage injury or nuisance which may be caused or occasioned by the escape of gas on to or over the servient tenement if such damage arise from any failure of the Corporation to lay or erect and maintain the said works and installations in a proper and safe manner and design having regard to present day knowledge.

AND PROVIDED FURTHER that nothing herein contained shall be deemed in any way to restrict limit or detract from any right power authority or immunity of the Corporation or its successors under or by virtue of the *Gas and Fuel Corporation Act 1950* or any amendment thereof or any other statute or regulation which now or hereafter may confer any rights powers authorities or immunities on the Corporation.

AND the Owner for himself his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the servient tenement HEREBY COVENANTS with the Corporation and its successors and transferees registered proprietor or proprietors for the time being of the land firstly hereinbefore described not to erect on any part of the servient tenement any building or other structure or place thereon any obstruction or to cultivate or dig or excavate any part of the surface of the servient tenement to a depth greater than one foot without the previous consent in writing of the Corporation first had and obtained.

AND IT IS HEREBY AGREED AND DECLARED that in the interpretation of this Instrument the singular number shall include the plural number and vice versa and the masculine gender shall include the feminine and neuter genders.

DATED the Tenth day of June One thousand nine hundred and fifty-eight.



DR562998-2-7



This is the Plan marked "A" referred to in the Creation of  
Easement dated the 2nd day of June One thousand nine  
hundred and fifty-eight from ALFRED MARRIOTT, HECTOR ANDERSON  
MARRIOTT, GLADYS MURIEL MARRIOTT and EDITH MAY MARRIOTT to  
GAS AND FUEL CORPORATION OF VICTORIA .

SIGNED by the said ALFRED MARRIOTT  
and HECTOR ANDERSON MARRIOTT in the  
presence of: at Melbourne

*[Signature]*

*Alfred Marriott*  
*H A Marriott*

SIGNED by the said GLADYS MURIEL  
MARRIOTT and EDITH MAY MARRIOTT at  
Melbourne in the presence of: }

*[Signature]*

*G M Marriott*  
*E M Marriott*

THE COMMON SEAL of GAS AND FUEL  
CORPORATION OF VICTORIA was hereunto  
affixed by the authority of the  
Board of Directors and attested by- }

*R. Schapira* Director  
*Frank. M. M. M.* Director  
*Chas. M. M.* Secretary



DA562998-4-0

SIGNED SEALED and DELIVERED by the said  
ALFRED MARRIOTT and HECTOR AND  
ERSON MARRIOTT at Millom  
in the State of Victoria in the presence of—

*Alfred*

*Alfred Marriott*  
*H A Marriott*

SIGNED SEALED AND DELIVERED by the  
said GLADYS MURIEL MARRIOTT and  
EDITH MAY MARRIOTT at Millom  
in the presence of:

*Alfred*

*G M Marriott*

*E M Marriott*

THE COMMON SEAL of GAS AND FUEL  
CORPORATION OF VICTORIA was here-  
unto affixed by the authority of the Board  
of Directors and attested by—

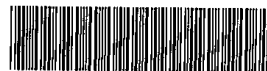
*R. Chapman* Director.

*Frank Marriott* Director.

*W. J. Marriott* Secretary.

ENCUMBRANCES REFERRED TO:

As to part of the servient tenement - The Easement created by Instrument  
Number 2691657 in the Register Book.



DA562998-5-6

Dated 10<sup>th</sup> June 1958.

MESSRS. A. & H.A. MARRIOTT  
and MESSDAMES G.M. & E.M.  
MARRIOTT

TO

GAS AND FUEL CORPORATION  
OF VICTORIA

## CREATION OF EASEMENT

MALLESON STEWART & CO.  
*Solicitors*  
105 Queen Street  
MELBOURNE, C.I

A memorandum of the within instrument  
has been entered in the Register Book  
Vol. 7833 Fol. 122



*With a plan*  
Registrar of Titles



DR562998-6-2

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 03 June 2025 05:02 PM

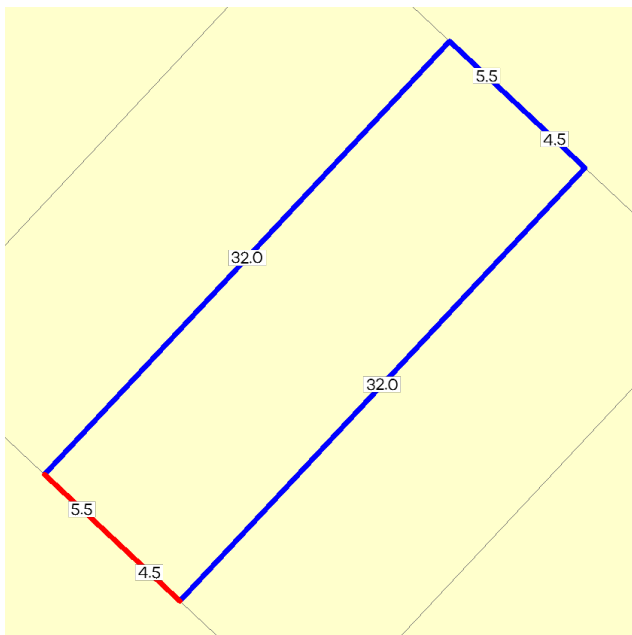
## PROPERTY DETAILS

Address: **9 BEAVER TERRACE LYNBROOK 3975**  
Lot and Plan Number: **Lot 22 PS726549**  
Standard Parcel Identifier (SPI): **22\PS726549**  
Local Government Area (Council): **CASEY**  
Council Property Number: **129395**  
Directory Reference: **Melway 129 D2**

[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:** 320 sq. m

**Perimeter:** 84 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: **NARRE WARREN SOUTH**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map





# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 June 2025 05:02 PM

## PROPERTY DETAILS

Address: **9 BEAVER TERRACE LYNBROOK 3975**  
Lot and Plan Number: **Lot 22 PS726549**  
Standard Parcel Identifier (SPI): **22\PS726549**  
Local Government Area (Council): **CASEY**  
Council Property Number: **129395**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 129 D2**

[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: **NARRE WARREN SOUTH**

## OTHER

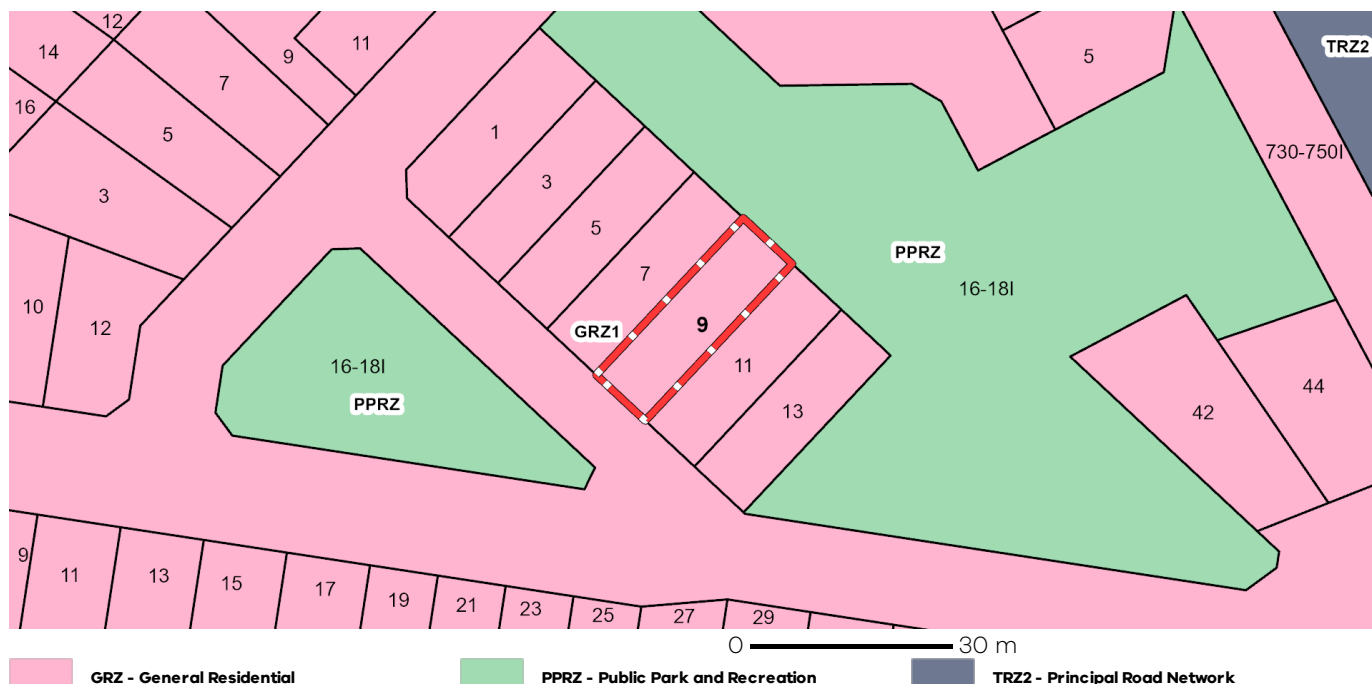
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

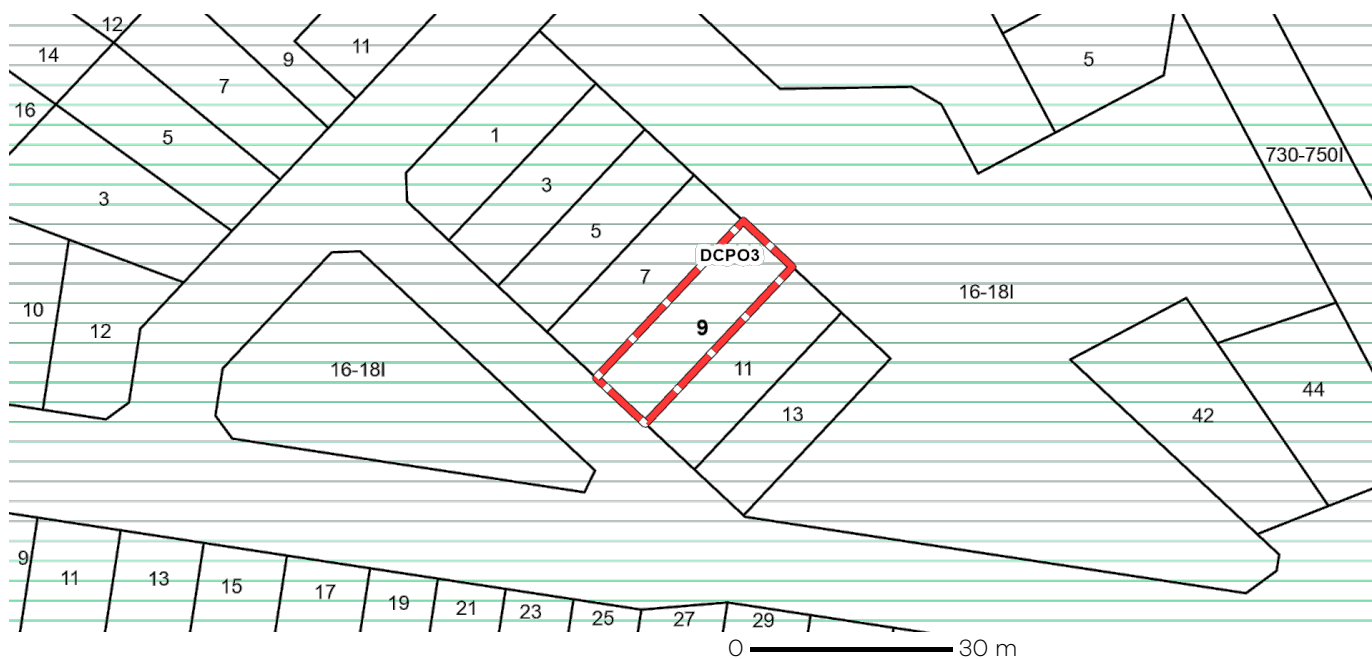
[GENERAL RESIDENTIAL ZONE - SCHEDULE 1 \(GRZ1\)](#)



## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

#### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 (DCPO3)



 **DCPO - Development Contributions Plan Overlay**

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

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 1 (DPO1)



 **DPO - Development Plan Overlay**

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

## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://nativevegetation.vic.gov.au/) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au/naturekit)

## Extractive Industry Work Authorities (WA)

**All or parts of this property are within 500 metres of Extractive Industry Work Authorities (current).**

On 22 March 2022, Amendment VC219 introduced changes to all planning schemes in Victoria to support the ongoing operation of extractive industry across Victoria and increase amenity protection for nearby accommodation in rural zones.

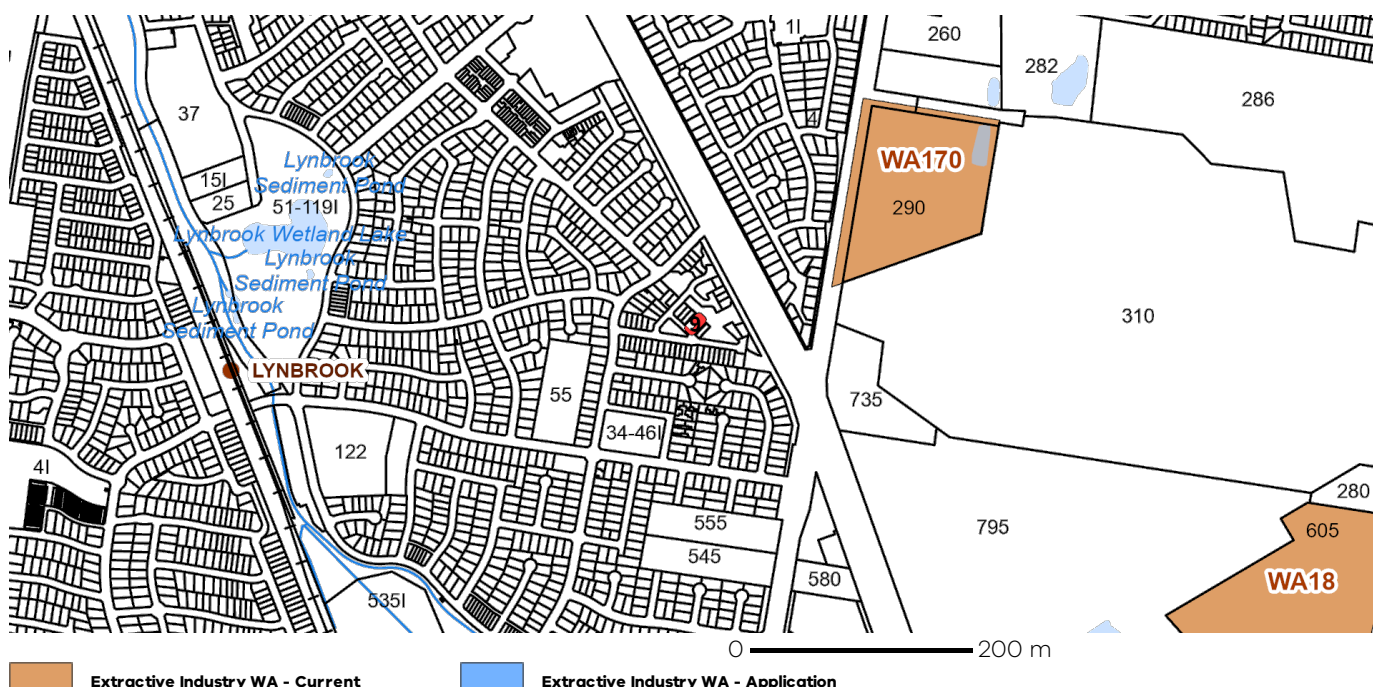
The amendment made changes to the Rural Living Zone, Green Wedge Zone, Green Wedge Zone A, Rural Activity Zone, Farming Zone and Rural Conservation Zone, introducing a permit requirement for accommodation and building and works associated with accommodation that is located within 500 metres from the nearest title boundary of land on which a work authority has been applied for or granted under the Mineral Resources (Sustainable Development) Act 1990 (MRSD Act).

The Amendment also introduced new referral and notice requirements, and decision guidelines.

VicPlan mapping shows property information, including whether a work authority application has been made or approved under the MRSD Act.

Guidance on accessing work authority maps is detailed at the DELWP [Extractive Resources \(planning.vic.gov.au\)](https://planning.vic.gov.au) webpage.

Further information on extractive and mining activities in Victoria can be found on the ([GeoVic - Earth Resources](https://www.geovic.vic.gov.au)) website which is maintained by the Resources Branch within the Department of Jobs, Precincts and Regions. Limited information is available for unregistered users (anonymous user).









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

**Account enquiries:**  
southeastwater.com.au/enquiries or call 131 851  
Mon-Fri 8am to 6pm

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

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

ANSHUL DABRA & MEHAK DABRA  
9 BEAVER TERRACE  
LYNBROOK VIC 3975

Account number:	29540914
Date due:	19 June 2025
Current charges	Total due
+ \$382.10	\$382.10

Last bill	Payments received	Balance
\$473.50	– \$473.50cr =	\$0.00

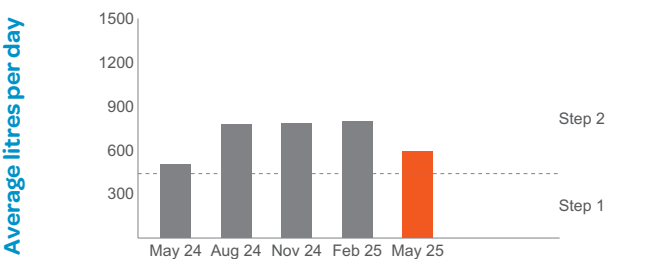
Your account breakdown

Issue date	02 June 2025
Property	9 Beaver Terrace LYNBROOK VIC 3975
Property reference	53P//14554/00005
Last bill	\$473.50
Payment received	\$473.50cr
Balance brought forward	\$0.00
Our charges (no GST)	\$329.80
Other authorities' charges (no GST)	\$52.31
Total due	\$382.10

Your snapshot

Average daily water use	593 litres
Average daily cost	\$3.61

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	593	297	198	148	119
Meeting Target 150?	x	x	x	✓	✓

Payment options

- DD Direct debit**  
Set up payments at [southeastwater.com.au/paymybill](https://southeastwater.com.au/paymybill)
- BPAY® (Up to \$20,000)**  
Biller code: 24208 Ref: 1002 9540 9100 006
- Credit card**  
Pay by Visa or MasterCard at [southeastwater.com.au/paymybill](https://southeastwater.com.au/paymybill) or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 29540914  
Account name: South East Water Corporation
- Post Billpay**  
BillpayCode: 0361 Ref: 1002 9540 9100 006  
Call 131 816 Visit: [postbillpay.com.au](https://postbillpay.com.au)  
Or visit an Australia Post store.
- Centrepay**  
Go to [servicesaustralia.gov.au/centrepay](https://servicesaustralia.gov.au/centrepay) for more information.  
Reference number: 555 050 397J

Property ref: 53P//14554/00005  
9 BEAVER TERRACE  
LYNBROOK VIC 3975



\*361 100295409100006

PN53P

Total due:	\$382.10
Account number:	29540914
Date paid:	
Receipt number:	



## Our charges

### Meter reading details

Date read: 30/05/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read
SAFN114477	1491	1437	54	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is **29 August 2025**.

### Water usage (water and sewage)

For period 28/02/25 to 30/05/25 (91 days)

Step 1 40.04 kl @ \$3.6156 per kl = **\$144.77**

Step 2 13.96 kl @ \$4.6133 per kl = **\$64.40**

**Total usage charges** **\$209.17**

Steps are calculated on a daily average up to 440 litres

### Service charges For period 01/04/25 to 30/06/25

Water service charge **\$22.58**

Sewerage service charge **\$98.05**

**Total service charges** **\$120.63**

**Our charges** **\$329.80**

### Other authorities' charges

Parks **\$21.79**

Waterways and Drainage charge 01/04/25 to 30/06/25 **\$30.52**

**Total other authorities** **\$52.31**

**Total current charges** **\$382.10**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see [southeastwater.com.au/charges2024](https://southeastwater.com.au/charges2024)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for **01/04/25 to 30/06/25**.

#### Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [www.parks.vic.gov.au/about-us/parks-charge](https://www.parks.vic.gov.au/about-us/parks-charge). The charge is for **01/04/25 to 30/06/25**.

### Additional information

#### Payment assistance

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

#### Are you eligible for a bill discount?

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

#### Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at [southeastwater.com.au/customer-charter](https://southeastwater.com.au/customer-charter). For a printed copy of the Charter, email [support@sew.com.au](mailto:support@sew.com.au) and we will send out a copy.

## Say goodbye to missed notifications

Update your mobile and email to be notified about water interruptions.

Go to [mySouthEastWater.com.au](https://mySouthEastWater.com.au)



**South East Water Corporation**

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia





## Say goodbye to missed alerts

When you change a mobile number or email address, letting your utilities know isn't usually on top of the to-do list.

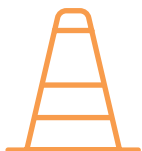
Check if your details are up to date so we can quickly let you know about important works, like:



Potential  
water supply  
interruptions



Weather and  
power outage  
interruptions



Nearby works



Account updates  
or changes

It's a little thing but it can have a big impact on how quickly we're able to alert you. It's easy to check what details you have on your account.

**Sign in or register at**

[mySouthEastWater.com.au](https://mySouthEastWater.com.au)

(you'll need your account number handy to register) or scan the QR code.

Or you can chat with our friendly team on 13 18 51.





# 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.