

**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 AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

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

The authority of a person signing -

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

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

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

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

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

.....

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

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

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

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

**Print name(s) of person(s) signing:** **SHYAM BAHADUR KHANAL AND RINKU KHANAL**

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

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

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Area Specialist Casey  
142 High Street, Cranbourne, VIC 3977

Email: reception@areaspecialist.net.au

Tel: 9088 4194 Mob: 0402 206 604 Fax: Ref:

#### Vendor

##### SHYAM BAHADUR KHANAL AND RINKU KHANAL

177 Brookwater Parade, Lyndhurst, VIC 3975

Email:

#### Vendor's legal practitioner or conveyancer

##### my conveyancers au

447 Centre Road, Berwick VIC 3806

Email: india@myconveyancers.com.au

Tel: 03 9702 0099 Mob: Fax: 03 9702 0166 Ref: IS:5847

#### 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	12311	Folio	080	740	838501E
Volume		Folio			

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: **177 Brookwater Parade, Lyndhurst 3975**

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

Price	\$	
Deposit	\$	10% 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 with options to renew, each of years
- OR
- ☐ a residential tenancy for a fixed term ending on
- OR
- ☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20) **Not applicable where sale by auction**

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report** **Not applicable where sale by auction**

☐ General condition 21 applies only if the box is checked

**Pest report** **Not applicable where sale by auction**

☐ General condition 22 applies only if the box is checked

## Special Conditions

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

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

### 1. Finance Decline

In the event of failure to obtain finance the Purchaser agrees to provide the Vendor upon request a copy of the Formal Finance Decline letter from the Registered Lending Institution, not the broker that is engaged to secure the finance.

### 2. Nomination

If the named Purchaser chooses to nominate a substitute or additional purchaser 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 to such nominations that:

- a) 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
- b) 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
- c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to re- prepare the required to (among other tasks) check the validity of the nomination, update their system records, re- prepare the State Revenue Office's stamp duty declaration and reprepare the notices of disposition. The Purchaser therefore agrees to reimburse the Vendor \$220.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

### 3. Breach

The purchaser breaching this Contract shall pay upon demand all expenses incurred by the vendor as a result of such breach notwithstanding:

- (a) That the purchaser may not be aware at the date of the Contract of the particular consequences which may flow from delay in settlement; and
- (b) That such damages could not have reasonably been foreseen by the purchaser. The vendor gives notice to the purchaser that in the event that the purchaser fails to complete the purchase of the property on the due date under the Contract, or at a time subsequently arranged by consent with their representative, the vendor will or may suffer the following losses and expenses which the purchaser shall pay upon demand:-
  - (a) The cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance calculated from the due date of settlement;
  - (b) Interest payable by the vendor under any existing Mortgage over the property calculated from the due date of settlement;
  - (c) Accommodation expenses necessarily incurred by the vendor;
  - (d) A fee for rescheduling settlement on the day of settlement or after set at \$220 inclusive of GST per re-attendance;
  - (e) Legal and conveyancing representative costs and expenses between vendor's solicitor/representative and vendor;
  - (f) Penalties payable by the vendor to a third party as a result of any delay in completion of the vendor's contractual obligations in the purchase of another property.

### 4. ONLINE DUTIES FORM

The purchaser must accept, complete and sign the form 7 days prior to settlement date. If the form is edited or unsigned 48 hours prior settlement, a fee of \$110 will apply to the purchaser, payable at settlement.

### 5. Improvements

The Purchaser acknowledges that any improvements on the property including a swimming pool, spa, or any other additions may be subject to or require compliance with the *Building Act 1993*, Building Regulations Victoria Building Regulations, municipal local laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of these laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

### 6. Variation of settlement date

If the purchaser requests for the settlement date in the Contract to be varied, the purchaser acknowledges that they will incur a fee of \$220 inclusive of GST per variation request.

## **7. Settlement Rescheduling Fee**

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

## **8. Statement of Rates Adjustments**

Statement of Rates Adjustments together with updated council rates certificate, water certificate, land tax certificate and owners corporation certificates to be provided 3 clear business days prior to settlement date. Failing to meet this deadline, the Purchaser will be liable to pay the Vendors additional administration costs of \$220 inclusive of GST. This payment will be adjusted against the Purchaser at settlement via the Statement of Rates Adjustments.

## **9. CHRISTMAS & NEW YEAR PERIOD**

9.1 Notwithstanding any other provisions of this Contract of Sale, if settlement has not taken place on or before the 22 December in any calendar that settlement is set then both parties agree that settlement of this contract will be set on 18 January of the following calendar year.

9.2 Neither party may issue a default notice on the other party between 22 December and 18 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in special condition 9.1.

9.3 Neither party may make any objection, requisition or claim for compensation in respect of any matter disclosed or referred to in this special condition 9.

## **ANNEXURE A**

### **Sale of Land (Public Auctions) Regulations 2014**

#### **SCHEDULE 1**

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

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

## SCHEDULE 5

### Sch. 5

#### [Regulation 6](#)

### INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

#### Meaning of vendor

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

#### Bidding by co-owners

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

#### Vendor bids

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

The auctioneer can only make a vendor bid if—

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

#### What rules and conditions apply to the auction?

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

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



## **Copies of the rules**

### **Sch. 5**

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

## **Questions**

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

## **Forbidden activities at auctions**

The law forbids any of the following—

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

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

## **Who made the bid?**

### **Sch. 5**

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

### **It is an offence to disrupt an auction**

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

### **The cooling off period does not apply to public auctions of land**

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

### **What law applies**

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the [Sale of Land Act 1962](#) or the [Sale of Land \(Public Auctions\) Regulations 2014](#). Copies of those laws can be found at the following web site: [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au) under the title "Victorian Law Today".

**Sch. 5**

**NOTICE TO THE PURCHASER UNDER SECTION 14-255(1) OF THE TAXATION  
ADMINISTRATION ACT 1953 (Cwlth)**

**Property: 177 Brookwater Parade, Lyndhurst 3975**

**Vendor: SHYAM BAHADUR KHANAL AND RINKU KHANAL**

- 1. The above property is an existing residential property**
- 2. The Vendor is not registered for GST and is not required to be registered for GST**
- 3. There is no requirement to withhold any GST from the purchase price to pay the Australian Tax Office**

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order directly or indirectly affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

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

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

### 14. DEPOSIT

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

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

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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



- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

## **17. SETTLEMENT**

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

## **18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

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

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

## **22. PEST REPORT**

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

## **23. ADJUSTMENTS**

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

## **24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING**

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

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

## 25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

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

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

## **32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

## GUARANTEE AND INDEMNITY

To the vendor (“the Vendor”)

In consideration of the vendor having at the request of the person whose name address and description are set forth in the Schedule hereto ("the Guarantor") agreed to sell the land described in the Contract of Sale to the within-named purchaser ("the Purchaser") the Guarantor hereby guarantees to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto ("the monies secured") and also the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the Contract for Sale and on the part of the Purchaser to be performed and observed and the Guarantor hereby expressly acknowledges and declares that it has examined the Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions

That in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the Contract the Guarantor will immediately pay such monies to the Vendor.

That in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.

The Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out perform the obligations herein contain.

That no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

**VENDOR**

SHYAM BAHADUR KHANAL AND RINKU KHANAL

OF 177 Brookwater Parade, Lyndhurst, VIC 3975

**PURCHASER**

OF

## GUARANTOR

OF

In Witness whereof the said Guarantors have set their hands and seals this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_

**SIGNED SEALED AND DELIVERED** }

BY THE SAID GUARANTOR \_\_\_\_\_ }

IN VICTORIA IN THE PRESENCE OF

}



DATED

2025

**SHYAM BAHADUR KHANAL AND RINKU KHANAL**

to

---

**CONTRACT OF SALE OF LAND**

---

**Property: 177 Brookwater Parade, Lyndhurst 3975**

**MY CONVEYANCERS AU**

447 Centre Road  
Berwick Vic 3806

Tel: 03 9702 0099  
Fax: 03 9702 0166  
Ref: IS:5847

# 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.

<b>Land</b>	177 Brookwater Parade, Lyndhurst 3975	
<b>Vendor's name</b>	Shyam Bahadur Khanal	<b>Date</b> 27/06/2025
<b>Vendor's signature</b>	RK	
<b>Vendor's name</b>	Rinku Khanal	<b>Date</b> 27/06/2025
<b>Vendor's signature</b>	RK	
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		
<b>Purchaser's name</b>		<b>Date</b> / /
<b>Purchaser's signature</b>		

## 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:

\$7,000

### 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):		

### 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.

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

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

## 2 INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3 LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2. Road Access

There is 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 under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☒

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Not Applicable.

### 4.2. Agricultural Chemicals

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

Not Applicable.

### 4.3. Compulsory Acquisition

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

Not Applicable.

## 5 BUILDING PERMITS

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):

Are contained in the attached certificate.

## 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 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

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 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

- ☐ Vacant Residential Land or Land with a Residence
- ☒ Attach Due Diligence Checklist (this will be attached if ticked)

## 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)*

--

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

Page 1 of 1

VOLUME 12311 FOLIO 080

Security no : 124125421539T  
Produced 18/06/2025 09:42 AM

### LAND DESCRIPTION

Lot 740 on Plan of Subdivision 838501E.  
PARENT TITLE Volume 12154 Folio 817  
Created by instrument PS838501E 11/06/2021

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
SHYAM BAHADUR KHANAL  
RINKU KHANAL both of UNIT 8 6 VICKERY STREET BENTLEIGH VIC 3204  
AU908661W 13/10/2021

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU908662U 13/10/2021  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS838501E 11/06/2021

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.

### DIAGRAM LOCATION

SEE PS838501E 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: 177 BROOKWATER PARADE LYNDHURST VIC 3975

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 13/10/2021

DOCUMENT END

# Imaged Document Cover Sheet


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Document Type	<b>Plan</b>
Document Identification	<b>PS838501E</b>
Number of Pages (excluding this cover sheet)	<b>6</b>
Document Assembled	<b>22/07/2024 09:47</b>

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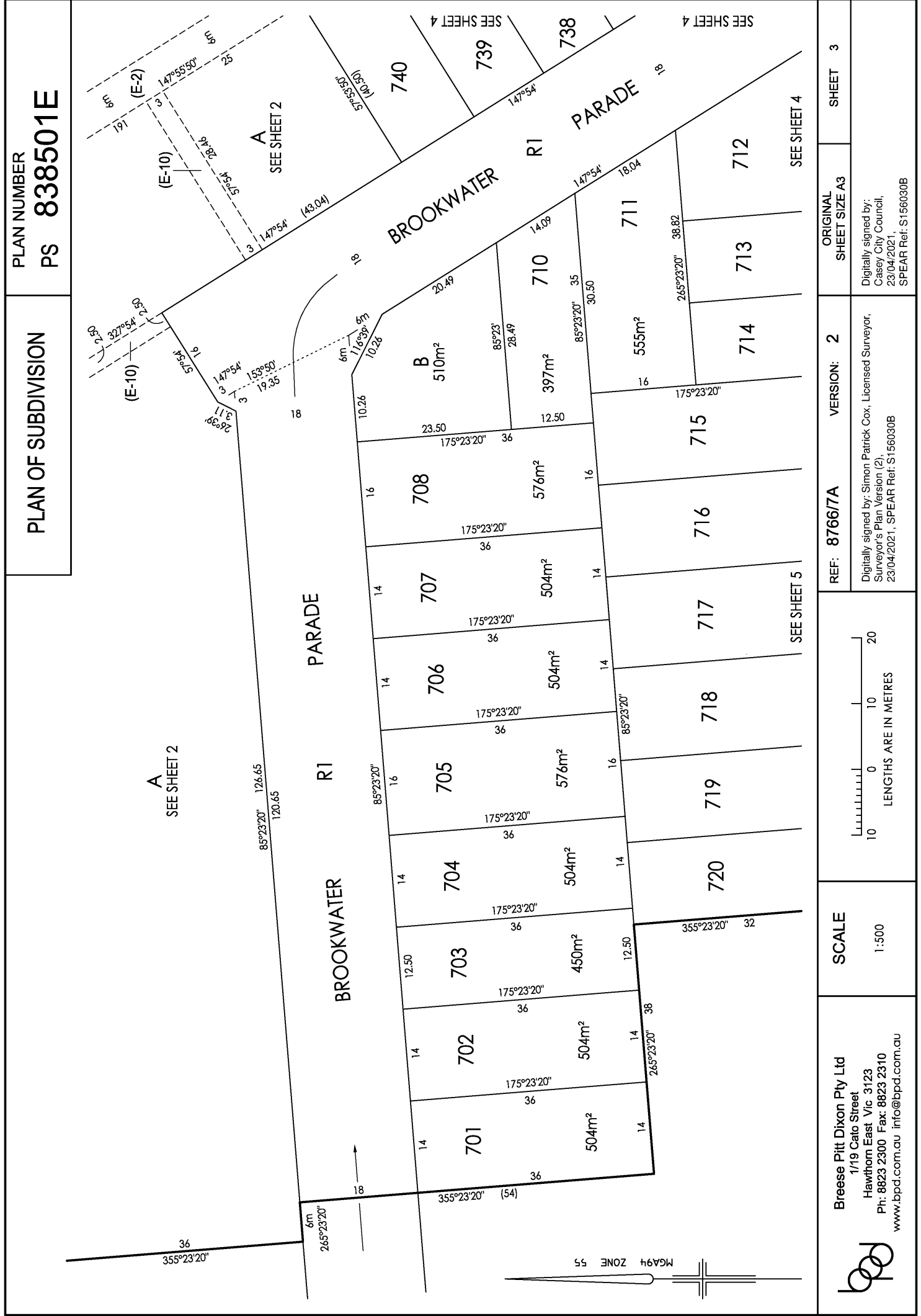
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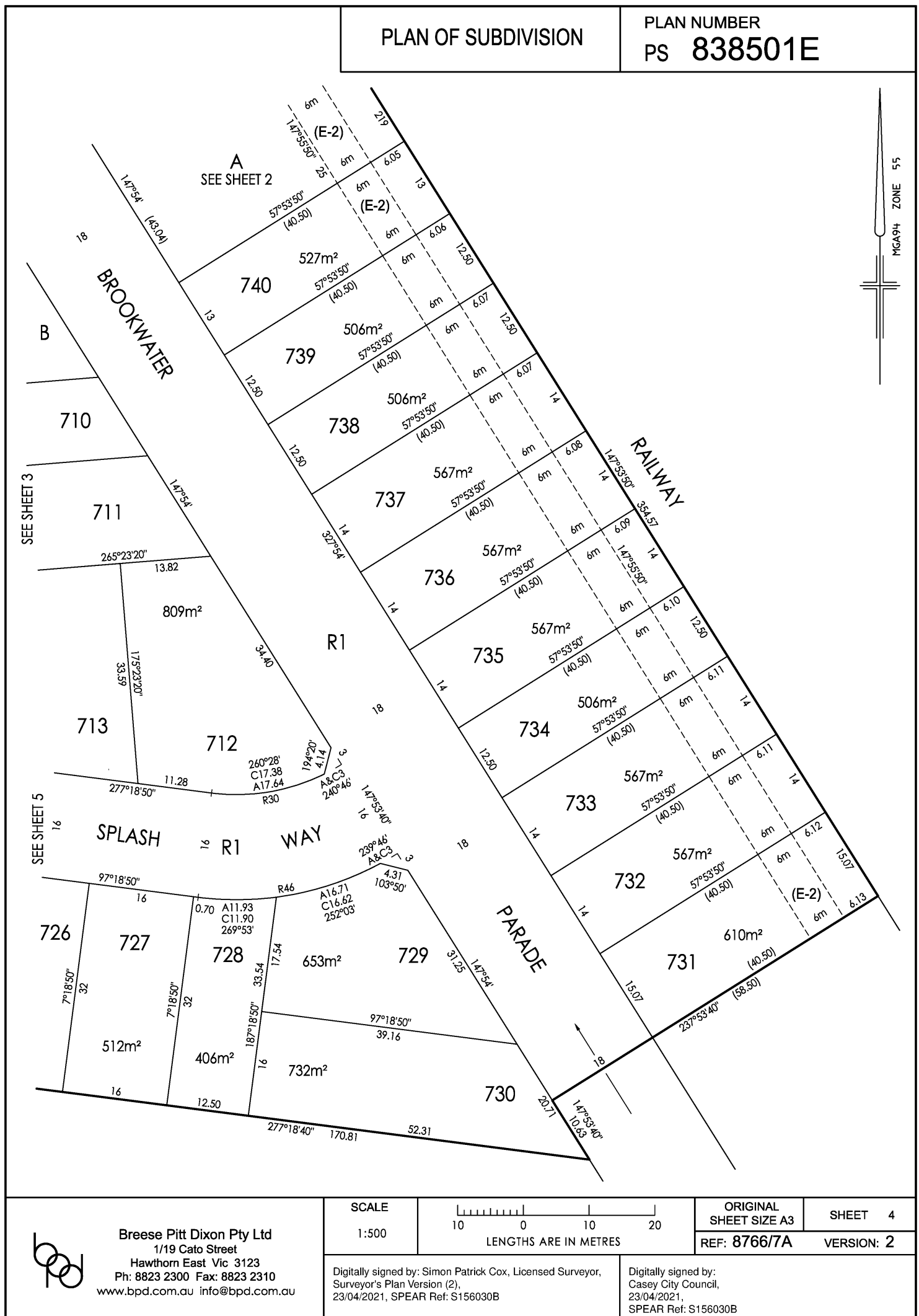
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PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER <b>PS 838501E</b>
<b>LOCATION OF LAND</b> <b>PARISH:</b> LYNDHURST  <b>TOWNSHIP:</b> -----  <b>SECTION:</b> -----  <b>CROWN ALLOTMENT:</b> -----  <b>CROWN PORTION:</b> 23 (PART)  <b>TITLE REFERENCES:</b> VOL.12154 FOL.817  <b>LAST PLAN REFERENCE:</b> LOT B ON PS811255T  <b>POSTAL ADDRESS:</b> BROOKWATER PARADE <b>(at time of subdivision)</b> LYNDHURST 3975  <b>MGA 94 CO-ORDINATES:</b> E: 346 940 ZONE: 55 <b>(of approx. centre of plan)</b> N: 5 784 960 DATUM: GDA94		Council Name: Casey City Council  Council Reference Number: SubA00120/20 Planning Permit Reference: PlnA00983/14 SPEAR Reference Number: S156030B  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 01/09/2020  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Michele Scarlett for Casey City Council on 23/04/2021  <b>Statement of Compliance</b> issued: 08/06/2021  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied for: lots excluding Lot A at Statement of Compliance	
<b>VESTING OF ROADS OR RESERVES</b>		<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL/BODY/PERSON	TANGENT POINTS ARE SHOWN THUS:   LOTS 1 TO 700 (BOTH INCLUSIVE), 709 AND EASEMENTS (E-1) AND (E-3) TO (E-9) (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD AREA: 7726m²</b>   <b>FURTHER PURPOSE OF PLAN:</b> TO REMOVE THE EASEMENT SHOWN AS (E-10) ON PS811255T WHICH LIES WITHIN THE LAND IN THIS PLAN SHOWN AS ROAD R1  <b>GROUND FOR REMOVAL:</b> BY AGREEMENT, SECTION 6(1)(K)(iii) SUBDIVISION ACT 1988	
ROAD R1	CASEY CITY COUNCIL		
<b>NOTATIONS</b>			
DEPTH LIMITATION DOES NOT APPLY			
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY VIDE PS720123T  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. LYNDHURST PM238  IN PROCLAIMED SURVEY AREA No. 45  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. PlnA00983/14			
<b>ESTATE:</b> AQUAREVO 7A <b>AREA:</b> 2.805 ha <b>No. OF LOTS:</b> 39 <b>MELWAY:</b> 129:C:6			
<b>EASEMENT INFORMATION</b>			
<b>LEGEND:</b> A - APPURTENANT      E - ENCUMBERING EASEMENT      R - ENCUMBERING EASEMENT (ROAD)			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN
(E-2)	SEWERAGE	SEE PLAN	PS738417A
(E-10)	SEWERAGE	SEE PLAN	PS811255T
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: <b>8766/7A</b> VERSION: <b>2</b>  Digitally signed by: Simon Patrick Cox, Licensed Surveyor, Surveyor's Plan Version (2), 23/04/2021, SPEAR Ref: S156030B	
CHECKED AT		DATE: 21/04/21	
		ORIGINAL SHEET SIZE A3      SHEET 1 OF 6 SHEETS  PLAN REGISTERED TIME: 9:57am      DATE: 11/06/2021 L.Hawkins Assistant Registrar of Titles	











## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 838501E**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION**

Upon registration of this plan, the following restriction is to be created.

For the purpose of description:

- (i) Primary frontage means
- (A) In the case of a lot where only one boundary of that lot abuts a road, the boundary that abuts the road.
- (B) In the case of a corner lot where two boundaries of a lot abut a road, the boundary with the greater offset on the building envelopes within the Aquarevo Building Design Guidelines.

**RESTRICTION NUMBER : 1**

Land to benefit: Lots 701 to 708 (both inclusive) and 710 to 740 (both inclusive).

Land to be burdened: Lots 701 to 708 (both inclusive) and 710 to 740 (both inclusive).

Description of Restriction:

The registered proprietor or proprietors for the time being of a lot on this plan of subdivision his/her heirs, executors, administrators and transferees shall not at any time on the said lot or any part or parts thereof;

- (i) Build or cause to be built or allow to be built or allow to remain more than one private dwelling (which expression shall include a house, apartment, unit or flat);
- (ii) Build or cause to be built or allow to be built or allow to remain a dwelling or any other improvements, or carry out cause to be carried out or allow to be carried out any building or construction works on the lot prior to 1 January 2025 unless:
- (A) copies of building plans, elevations, roof plan, site plan (incorporating setback from all boundaries, building envelope, existing contour, proposed finished floor levels and site levels, all proposed driveways and paths, details of fences and outbuildings and landscaping) and schedule of external colours and materials ("plans") have been submitted to the Design Assessment Panel care of Stephan P Kosa & Associates Pty Ltd 27 Church Street, Hawthorn Vic 3122 (email [dap@kosaarchitects.com.au](mailto:dap@kosaarchitects.com.au)) or such other entity as may be nominated by the Design Assessment Panel from time to time;
- (B) the plans comply with the Aquarevo Building Design Guidelines, a copy of which can be obtained from website at [www.aquarevo.com.au/guidelines.htm](http://www.aquarevo.com.au/guidelines.htm)
- (C) the Design Assessment Panel or such other entity as may be nominated by the Design Assessment Panel from time to time has given its written approval to the plans as being in accordance with the "Aquarevo Building Design Guidelines" prior to the commencement of works;
- (iii) Build or cause to be built or allow to be built or allow to remain a dwelling with a floor area of less than:
- (A) 150 square metres in the case of a lot having an area of 500 square metres or greater; or
- (B) 110 square metres in the case of a lot having an area of less than 500 square metres, excluding terrace allotments.
- (C) 85 square metres in the case of terrace allotments as defined in the Design Guidelines. For the purpose of calculating the floor area of a dwelling-house the area of the garages, terraces, pergolas or verandahs shall be excluded.
- (iv) Build or cause to be built or allow to be built or allow to remain a garage;
- (A) Which contains a garage door or doors of which the garage opening/s occupy more than 40% of the width of the primary frontage unless in the case of dwellings of two or more storeys on lots between 250 square metres and 300 square metres whereby the garage opening must not exceed 30% of the area of the front facade of the dwelling, with the area of the front facade measured from a two dimensional elevation plan excluding any roof area of the dwelling.
- (B) Which is sited closer to the primary frontage than the dwelling-house or 5.5 metres which ever is the greater.
- (v) Build or cause to be built or allow to be built or allow to remain any fencing:
- (A) Along a front street boundary; and
- (B) Between the front street boundary and the building line; and
- (C) Upon a side or rear boundary of a lot except a fence:
- (a) Which is constructed of timber palings with exposed posts capped across the top of the palings; and
- (b) Which does not exceed 1.8 metres in height excluding a screen erected to meet the requirements of Part 5 of the Building Regulations 2018 in relation to overlooking.
- (vi) Use the said lot in any way that is not in accordance with the "Aquarevo Building Design Guidelines."

**RESTRICTION NUMBER : 2**

Land to benefit: Lots 701 to 708 (both inclusive) and 710 to 740 (both inclusive).

Land to be burdened: Lots 731 to 740 (both inclusive).

Description of Restriction:

The registered proprietor or proprietors for the time being of any burdened lot, must not construct a dwelling unless the said dwelling is constructed in such a way as to ensure the noise levels emanating from the rail corridor within any internal bedroom will not exceed 55dB LAmax during the period from 10pm to 6am on any given date.



Breese Pitt Dixon Pty Ltd  
1/19 Cato Street  
Hawthorn East Vic 3123  
Ph: 8823 2300 Fax: 8823 2310  
[www.bpd.com.au](http://www.bpd.com.au) [info@bpd.com.au](mailto:info@bpd.com.au)

SCALE

ORIGINAL  
SHEET SIZE A3

SHEET 6

REF: 8766/7A

VERSION: 2

Digitally signed by: Simon Patrick Cox, Licensed Surveyor,  
Surveyor's Plan Version (2),  
23/04/2021, SPEAR Ref: S156030B

Digitally signed by:  
Casey City Council,  
23/04/2021,  
SPEAR Ref: S156030B



**northpoint**building surveyors P/L

ACN 119 709 116

SURVEYORS, CONSULTANTS & INSPECTORS

Application Number: 202113689

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

### BUILDING PERMIT

**Building Permit No. BS-U 20159/9958646809842 08 February 2022**

#### Issued to

Agent of Owner	<b>Simonds Homes</b>	
ACN / ARBN		
Postal Address	<b>PO Box 119 Sandown Village</b>	Postcode <b>3171</b>
Email	<b>jenn.thorne@simonds.com.au</b>	
Address for serving or giving of documents:	<b>PO Box 119 Sandown Village</b>	Postcode <b>3171</b>
Contact Person		Telephone

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

Owner	<b>Mr Shyam Bahadur Khanal and Mrs Rinku Khanal</b>	
ACN / ARBN		
Postal Address	<b>8/6 Vickery Street Bentleigh</b>	Postcode <b>3204</b>
Email	<b>sbkhanal@gmail.com</b>	
Contact Person	<b>Mr Shyam Bahadur Khanal and Mrs Rinku Khanal</b>	Telephone

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

Number <b>177</b>	Street/Road <b>Brookwater Parade</b>	Suburb <b>Lyndhurst</b>	Postcode <b>3975</b>
Lot/s <b>740</b>	LP/PS <b>838501E</b>	Volume <b>12311</b>	Folio <b>080</b>
Crown allotment	Section No	Parish	County
Municipal District <b>City of Casey</b>			

#### Builder

Name	<b>Simonds Homes</b>	Telephone <b>0385589704</b>
Address	<b>PO Box 119 Sandown Village 3171</b>	
*ACN/*ARBN:		

\*Building practitioner registration no: **CDB-U 49491**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

#### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
------	----------------	---------------------

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

Name	Category/class	Registration Number
Enio Scissere	Civil Engineer	PE0000984

#### Details of Domestic Building Work Insurance

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

Insurance policy number : C649450

Insurance policy date : 13/10/2021

#### Details of Relevant Planning Permit

Planning Permit No: N/A

Date of grant of Planning Permit: N/A

#### Nature of Building Work

Description: **Construction of a Detached Dwelling and Garage**

Storeys contains: **2**

Rise in storeys:

Effective height:

Type of construction:

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

Stage of Building Work Permitted:

Cost of Building Work: **\$328,273.00**

Total floor area of new building work in m2: **285**

#### Building classification

Part of Building: **Dwelling**

BCA Classification: **1a(a)**

Part of Building: **Garage**

BCA Classification: **10a**

#### Protection Work

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

#### Inspection Requirements

The mandatory inspection notification stages are:

SCREW PILE LOG

PRE-SLAB

STEEL REINFORCEMENT

FRAMEWORK

FINAL INSPECTION

**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

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

#### Commencement and Completion

This building work must commence by 08 February 2023

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

This building work must be completed by 08 February 2024

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

### Conditions

This permit is subject to the following conditions

1. Any building work done pursuant to this Building Permit shall comply with the Building Act 1993, the Building Regulations and the Building Code of Australia (as amended) and with any conditions or requirements imposed in accordance with the Act and/or regulations.
2. This Building Permit confirms that if the proposed building works is constructed in accordance with the permit, the works will comply or substantially comply with the regulation and the BCA a appropriate.
3. This Building Permit is not evidence of compliance, acceptance or otherwise with any implied warranty under the Domestic Building Contracts Act (DBC Act) and/or any other contractual agreement, or otherwise between owner and builder relative to quality, workmanship, product adequacy, reliability or functionality of the building work. It is recommended that the owner engage or appoint appropriate building practitioners to confirm acceptance or otherwise, compliance with the DBC Act and other associated and relevant legislation.
4. Before building work is commenced any additional permits, licenses and/or consents must be obtained under other relevant Acts, regulations and / or Council by Laws etc.
5. The building work carried out under this Building Permit must be in accordance with the relevant Planning Permit. This Building Permit is not evidence of compliance with any requirements of any relevant Planning Scheme or Permit other than to confirm consistency as required by Section 24(1)(d) of the Act.
6. The building work must be carried out strictly in conformity with the endorsed plans and specifications, one copy of which must be kept on site and made available for inspection while the work is in progress in accordance with the regulations.
7. There must be no unauthorized encroachment of any part of the building work beyond the building alignment, title, or allotment boundary.
8. In the case of an owner builder pursuant to Section 137B of the Building Act 1993 an owner builder must not sell his or her building unless within six months before entering into the contract of sale he or she has obtained from a prescribed building practitioner and given to the purchaser a report containing such matters on the building as are required by the Minister by notice published in the Government Gazette.
9. The person who is in charge of the carrying out of building work must ensure that the registration numbers and contact details of the builder and building surveyor, the number of the relevant Building Permit and the date of issue is displayed in accordance with the regulations.
10. The person in charge of the carrying out of the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress.
11. For a Building Permit to Demolish, the person who is in charge of demolition work must ensure that the Demolition Permit is displayed on the allotment specified in accordance with the regulations.
12. An owner of a building or land for which a Building Permit has been issued must notify the Relevant Building Surveyor (RBS) with 14 days of any change of name or address of the owner or building in accordance with the regulations. The penalty for non-compliance is 10 penalty units.
13. In accordance with section 33(1) of the Building Act 1993, the person that is named as the builder in a building permit issued for building work must ensure the relevant building surveyor is notified without delay of the completion of each mandatory notification stage of that work.
14. The building work must be carried out in accordance with the building permit, endorsed plans, specifications, other documents and/or suitable equivalent to the satisfaction of the building inspector and/or the relevant building surveyor. Any changes on site must be documented and approval by the building surveyor prior to inspection.
15. All wet areas are required to comply with Part 3.8.1 of the NCC/BCA & AS 3740. Be aware that the NCC/BCA & AS 3740 includes but is not limited to works that include unenclosed showers and unenclosed showers over the bath that will require a floor waste to the floor of that room, with the floor graded to the floor waste.
16. Surface drainage must be considered in the construction of this dwelling in accordance with Clause 5.6.3 of AS2870-2011. Surface drainage must be controlled from the start of construction and must be completed by the finish of construction prior to an occupancy permit being issued.
17. There must be no unauthorised encroachment of any part of the building work beyond the title boundary of the



property.

18. Prior to booking a frame inspection, the builder must provide floor joist and floor beam computations, certification and layouts satisfactory to the relevant building surveyor.
19. Prior to booking a frame inspection, the builder must provide roof truss computations, certification and layouts satisfactory to the relevant building surveyor.
20. Sanitary Compartments- The door must open outward or be removable from the outside, or have 1.2m clear distance between the closet pan & doorway.
21. Prior to or with an application for an occupancy permit, the builder must provide a certificate of compliance satisfactory to the relevant building surveyor indicating that the glass has been installed in accordance with the endorsed drawings and specifications and AS1288 Set-2006 Glass in buildings Set or AS2047-2014 Windows and external glazed doors in buildings, and if the property is in a designated bushfire-prone area, AS3959- 2009 Construction of buildings in bushfire-prone areas, in respect of all glazing, including balustrading, doors, windows and screens.
22. Prior to or with an application for an occupancy permit, the builder must provide plumbing compliance certificates satisfactory to the relevant building surveyor for all applicable plumbing work as follows: roof plumbing, sanitary plumbing, drainage (below ground sewer), drainage (below ground stormwater), cold water plumbing, hot water plumbing, gasfitting.
23. Prior to or with an application for an occupancy permit, the builder must provide a certificate of electrical safety satisfactory to the relevant building surveyor for prescribed electrical installations or non-prescribed electrical installations, as applicable.
24. Prior to or with an application for an occupancy permit, the builder must provide an energy rating certificate or statement satisfactory to the relevant building surveyor verifying that all requirements of the energy rating measures have been installed in accordance with the endorsed documents and the Building Code of Australia and a plumbing compliance certificate satisfactory to the relevant building surveyor for the installation of the solar hot water system.
25. The owner is to be responsible to ensure that the works comply with any covenant or Section 173 agreements on title.
26. This Building Permit only allows for all Mandatory Inspections and 1 Re-Inspections. Any additional inspections will be charged at a rate of \$165.00 each.
27. Termite prone area - Construction to comply with A.S. 3660.
28. Bushfire prone area - Construction to comply with A.S. 3959-2009
29. Construction of the dwelling to be in compliance with NCC 2019 Clause 3.8.7.3 - flow rate and discharge from exhaust system, and NCC 2019 Clause 3.8.7.4 - Ventilation of roof spaces.
30. The relevant building surveyor may cause any building work to be demolished, opened or cut into or tested if this is reasonably required to facilitate the carrying out of an inspection for the purposes of this Act or the regulations.
31. The relevant building surveyor may cause building work for which a permit has been issued to be inspected at any time whether or not a mandatory notification stage has been completed.
32. A person who is carrying out building work for which a permit has been issued must stop carrying out that work or any part of that work on completion of a mandatory notification stage if directed to do so by the relevant building surveyor. \$1000.00 Fine
33. A person who is in charge of the carrying out of building work for which a permit has been issued must notify the relevant building surveyor without delay after completion of each mandatory notification stage of that work. Possible \$1000.00 Fine
34. ALL INSPECTIONS MUST BE BOOKED WITH THIS OFFICE 24 HOURS IN ADVANCE. PLEASE BE AWARE THAT NO SAME DAY INSPECTIONS WILL BE PERMITTED.
35. The dwelling is required to comply with the 6 star energy report. A letter is required at occupancy permit stage stating that all aspects the 6 star report have been complied with throughout

#### **Relevant Building Surveyor**

Name: **Vito Munafo**

Address: **Suite 1, 1-3 Albert Street, Blackburn, VIC, 3130**

Email: **adminnorth@northpointbs.com.au**

Building practitioner registration no.: **BS-U 20159**

Municipal district: **City of Casey**

Permit no.: **BS-U 20159/9958646809842**

Date of issue of permit: **08 February 2022**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.



**northpoint**building surveyors P/L

ACN 119 709 116

SURVEYORS, CONSULTANTS & INSPECTORS

Application Number: 202113689

## FORM 16

Regulation 192  
**Building Act 1993**  
Building Regulations 2018

### OCCUPANCY PERMIT

#### Property Details

Number: <b>177</b>	Street/Road: <b>Brookwater Parade</b>	Suburb: <b>Lyndhurst</b>	Postcode: <b>3975</b>
Lot/s: <b>740</b>	LP/PS: <b>838501E</b>	Volume: <b>12311</b>	Folio: <b>080</b>
Crown: allotment	Section: No	Parish:	County:
Municipal District: <b>City of Casey</b>			

#### Building permit details

Building permit number:	<b>BS-U 20159/9958646809842</b>
Version of BCA applicable to building permit:	<b>NCC 2019</b>

#### Building Details

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

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

Storeys contained: <b>2</b>	Rise in storeys (for Class 2-9 buildings):
Effective height:	Type of construction:

#### Suitability for occupation

At the date this occupancy permit is issued, the to which this permit applies is suitable for occupation.

The building or part of a building to which this permit applies is suitable for occupation. This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2018.

#### **Approved Inspections**

1. SCREW PILE LOG - 25/02/2022
2. PRE-SLAB - 03/03/2022
3. STEEL REINFORCEMENT - 10/03/2022
4. FRAMEWORK Re-Inspection - 13/05/2022
5. VERIFY FINISHED FLOOR LEVEL PRIOR TO FRAME CONSTRUCTION - 15/03/2022
6. FINAL INSPECTION - 24/01/2023

#### **Relevant building surveyor**

Name:	<b>Vito Munafo</b>
Address:	<b>Suite 1, 1-3 Albert Street, Blackburn, VIC, 3130</b>
Email:	<b>Vito@northpointbs.com.au</b>
Building practitioner registration no.:	<b>BS-U 20159</b>
Municipal district name:	<b>City of Casey</b>
Occupancy Permit no.	<b>BS-U 20159/9958646809842</b>
Date of issue:	<b>1 February 2023</b>
Date of final inspection	<b>24 January 2023</b>
Signature:	



## Domestic Building Insurance

### Certificate of Insurance

**Shyam Bahadur Khanal, Rinku Khanal**

**U 8 6 Vickery St  
BENTLEIGH  
VIC 3204**

Policy Number:

**C649450**

Policy Inception Date:

**13/10/2021**

Builder Account Number:

**007470**

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

#### Policy Schedule Details

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

At the property: **Lot 740 No. 177 Brookwater Parade LYNDHURST VIC 3975 Australia**

Carried out by the builder: **SIMONDS HOMES VICTORIA PTY LTD**

Builder ACN: **050197610**

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

For the building owner(s): **Shyam Bahadur Khanal, Rinku Khanal**

Pursuant to a domestic building contract dated: **11/10/2021**

For the contract price of: **\$ 328,273.00**

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

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

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

#### PLEASE CHECK

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

#### IMPORTANT

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

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

## Period of Cover

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

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

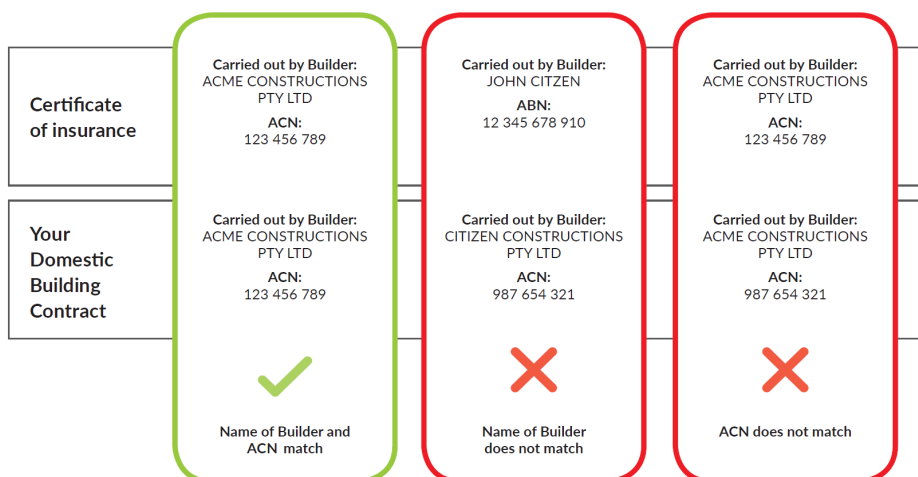
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Management Insurance Authority (VMIA)

## Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$689.00</b>
GST:	<b>\$68.90</b>
Stamp Duty:	<b>\$75.79</b>
<b>Total:</b>	<b>\$833.69</b>

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





# RATES INSTALMENT NOTICE

FOR YEAR ENDING 30 JUNE 2025

## City of Casey

Bunjil Place, 2 Patrick Northeast Drive, Narre Warren

Tel: 03 9705 5200

NRS: 133 677 (for the deaf, hearing or speech impaired)

ABN: 43 320 295 742



032-3975 (26432)

S B Khanal & R Khanal  
177 Brookwater Parade  
LYNDHURST VIC 3975

ISSUE DATE: 29/04/2025

PROPERTY ID: 167773

ACCOUNT REF NO.: 01677735

NEXT INSTALMENT:

**\$662.90**

DUE: **02-June-2025**

PROPERTY: 177 Brookwater Parade LYNDHURST VIC 3975

Lot 740 PS 838501E

Rates received by post or otherwise after the last day for payment will not be treated as being paid on time and will be subject to interest. Please allow sufficient time for delivery to avoid any penalty.

Interest will be charged on all overdue accounts calculated:

FROM: 3-Jun-2025

TO: 10.00%

## Instalment Number 4

The amount due shown on this notice includes your Pension Concession

TRY BPAY PAYMENTS THIS YEAR, OR SEE OVER FOR OTHER PAYMENT METHODS



Billers Code: 8995

Ref: 01677735

BPAY® this payment via Internet or phone banking.

BPAY View® - View and pay this bill using internet banking.

BPAY View Registration No.: 01677735

INSTALMENT AMOUNT:

DUE BY 02-June-2025

**\$662.90**

DATE: / /

**\$**

RATEPAYER: S B Khanal & R Khanal

PROPERTY: 177 Brookwater Parade LYNDHURST VIC 3975

PROPERTY ID: 167773



\*71 179 1677735 38



TIS: 131450 (Translating and Interpreting Service) المترجم الفوري 翻译 مترجم شفاهى བཅའ་ཁྲིམས་འཕྲིན་གྲུབ་པའི་ལས་ཁུངས་

CASEY.VIC.GOV.AU





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

**Account enquiries:**  
southeastwater.com.au/enquiries or call (03) 9552 3540  
Mon-Fri 8am to 5pm

**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)

SHYAM AND RINKU KHANAL  
C/O:SOPHIYA KHANAL  
177 BROOKWATER PDE  
LYNDHURST VIC 3975

Account number:	36425289
Date due:	16 June 2025
Current charges	Total due
+ \$107.45	\$120.80

Last bill	Payments received	Balance
\$13.35	— \$0.00 =	\$13.35

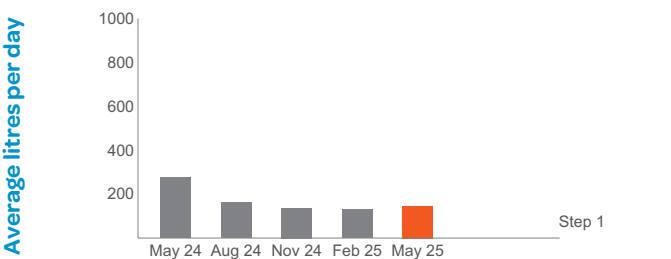
Your account breakdown

Issue date	28 May 2025
Property	177 Brookwater Parade LYNDHURST VIC 3975
Property reference	53B//13027/00154
Last bill	\$13.35
Payment received	\$0.00
Balance brought forward	\$13.35
Our charges (no GST)	\$101.29
Concessions applied	\$46.14cr
Other authorities' charges (no GST)	\$52.31
Total due	\$120.80

Your snapshot

Average daily water use	146 litres
Average daily cost	\$1.11

Your water use



Previous bills

Number of people in a household	1	2	3	4	5
Average daily use (litres) per person	146	73	49	37	29
Meeting Target 150?	✓	✓	✓	✓	✓

Recycled water not included in calculation

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: 1003 6425 2800 003
- 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: 36425289  
Account name: South East Water Corporation
- Post Billpay**  
BillpayCode: 0361 Ref: 1003 6425 2800 003  
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: 53B//13027/00154  
177 BROOKWATER PARADE  
LYNDHURST VIC 3975



\*361 100364252800003

PN53B

Total due:	\$120.80
Account number:	36425289
Date paid:	
Receipt number:	



## Our charges

### Meter reading details

Date read: 26/05/2025

Meter Number (Recycled meter)	current read	previous read	consumption (kl)	Estimate or Actual read
SAHA030154	227	214	13	A
RAHA014006	208	190	18	A

One kilolitre (kl) equals 1,000 litres.

Approximate date for next meter reading is 25 August 2025.

### Water usage

For period 26/02/25 to 26/05/25 (89 days)

Step 1 13 kl @ \$2.8863 per kl = **\$37.52**

### Recycled water

18 kl @ \$2.2881 per kl = **\$41.19**

**Total usage charges** **\$78.71**

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**

**Total service charges** **\$22.58**

**Our charges** **\$101.29**

### 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** **\$153.59**

## 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)

#### 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.

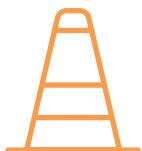
Check if your details are up to date so we can quickly let you know about important works, like:



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.





My Conveyancers au  
E-mail: india@myconveyancers.com.au

Statement for property:  
LOT 740 177 BROOKWATER PARADE  
LYNDHURST 3975  
740 PS 838501

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
53B//13027/00154	5847	22 JULY 2024	47137405

## 1. Statement of Fees Imposed

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

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2024 to 30/09/2024	\$21.79
<b>Melbourne Water Corporation Total Service Charges</b>	01/07/2024 to 30/09/2024	\$30.52

### (b) By South East Water

<b>Water Service Charge</b>	01/07/2024 to 30/09/2024	\$22.58
<b>Subtotal Service Charges</b>		<u>\$74.89</u>
<b>TOTAL UNPAID BALANCE</b>		\$74.89

- The meter at the property was last read on 27/05/2024. Fees accrued since that date may be estimated by reference to the following historical information about the property:

<b>Water Usage Charge</b>	<b>\$1.12 per day</b>
<b>Recycled Water Usage Charge</b>	<b>\$0.40 per day</b>

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

## 2. Encumbrance Summary

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

Pursuant to section 144 of the Water Act 1989, South East Water has declared this property to be a serviced property for the purposes of: (a) potable water (b) recycled water (c) sewerage Class A Recycled Water is connected to this property. Pursuant to section 144 of the Water Act 1989, certain conditions of connection apply to the property for each of the services referred to above. Those conditions are binding on every owner or occupier of the property. For information, please contact Property Development Branch on telephone 131694 or [www.southeastwater.com.au](http://www.southeastwater.com.au)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground / open drain, this property could be affected by overland flows. Please contact Melbourne Water's Waterways and Drainage Group for information available to Melbourne Water on the effect of overland flows on this property. (Telephone 9679-7517)

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

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

AUTHORISED OFFICER:

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

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

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

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

### **Important Warnings**

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

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

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

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

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

### **3. Disclaimer**

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

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

AUTHORISED OFFICER:

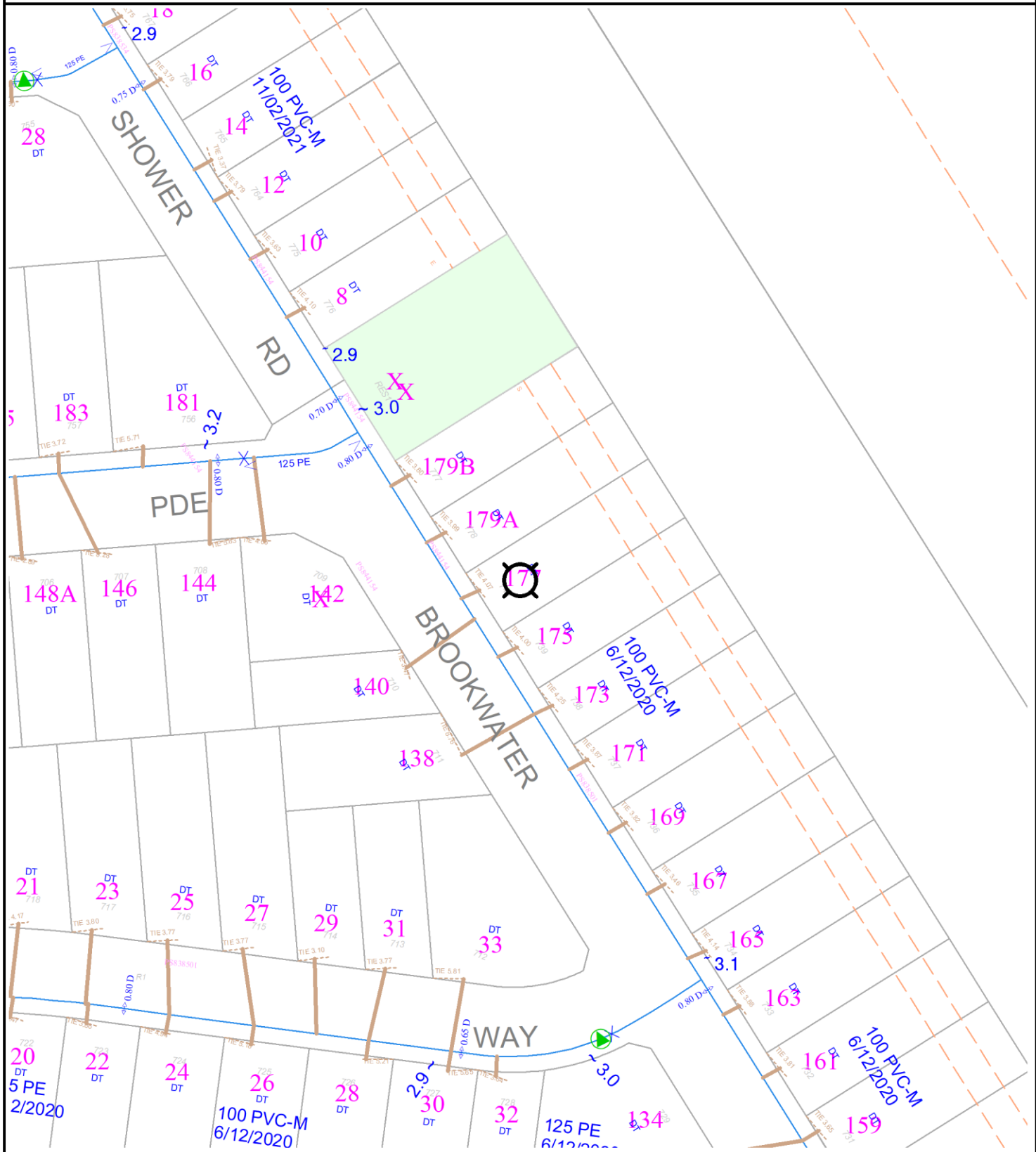
A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

**South East Water**  
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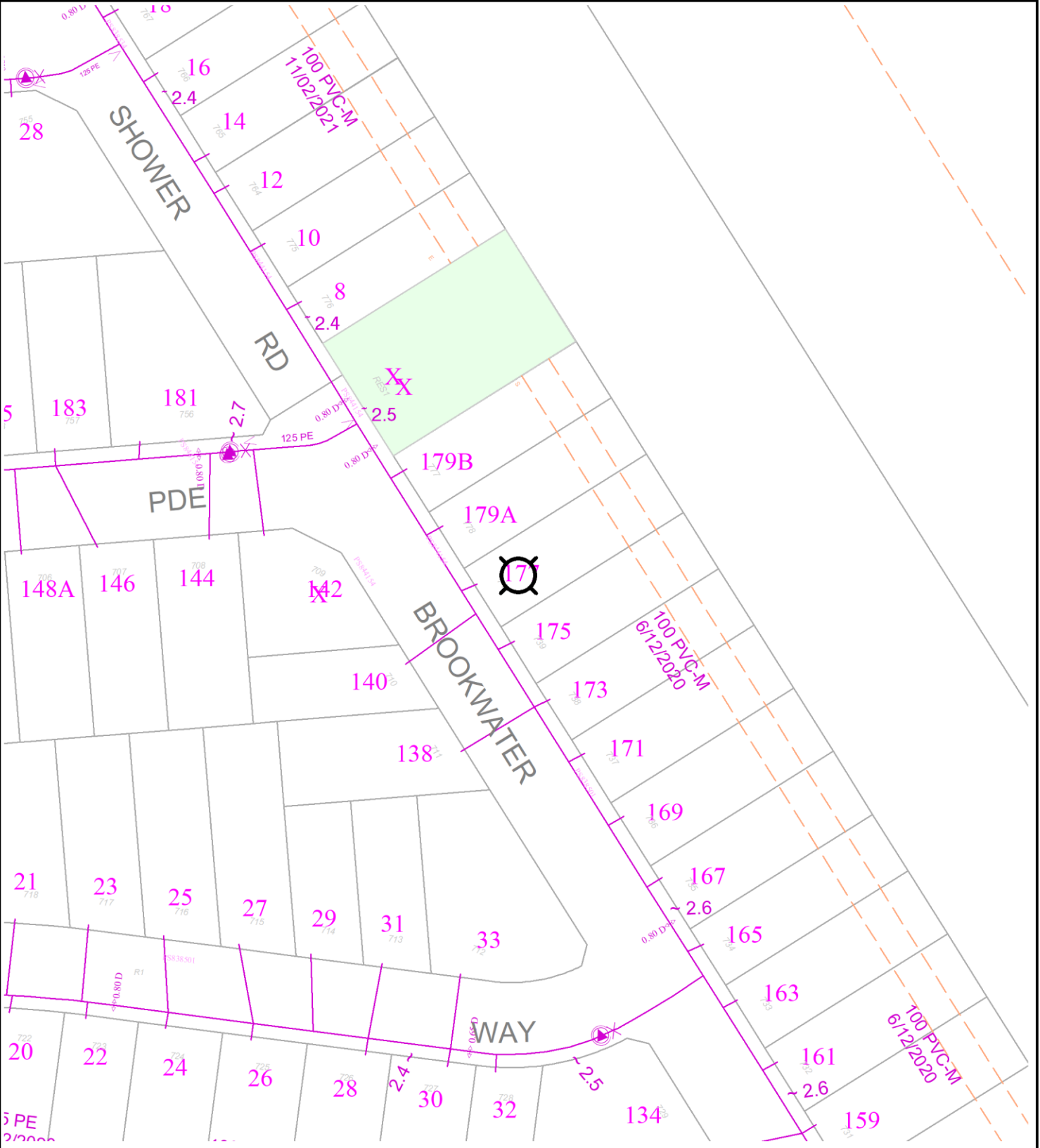
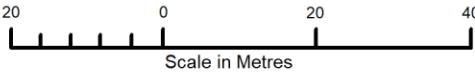




**WARNING:** This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions.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

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





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

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

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 24 June 2025 04:56 PM

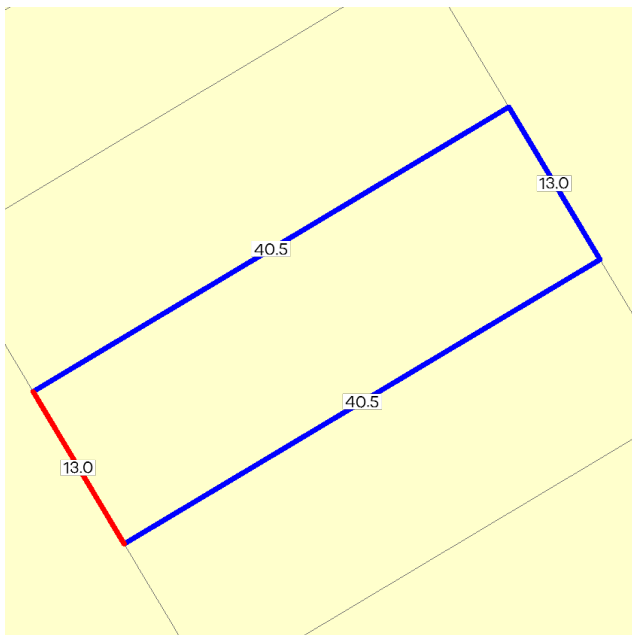
## PROPERTY DETAILS

Address: **177 BROOKWATER PARADE LYNDHURST 3975**  
Lot and Plan Number: **Lot 740 PS838501**  
Standard Parcel Identifier (SPI): **740\PS838501**  
Local Government Area (Council): **CASEY**  
Council Property Number: **167773**  
Directory Reference: **Melway 129 C6**

[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:** 526 sq. m

**Perimeter:** 107 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: **CARRUM**

## PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

## Area Map



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 24 June 2025 04:56 PM

## PROPERTY DETAILS

Address: **177 BROOKWATER PARADE LYNDHURST 3975**  
Lot and Plan Number: **Lot 740 PS838501**  
Standard Parcel Identifier (SPI): **740\PS838501**  
Local Government Area (Council): **CASEY**  
Council Property Number: **167773**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 129 C6**

[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: **CARRUM**

## OTHER

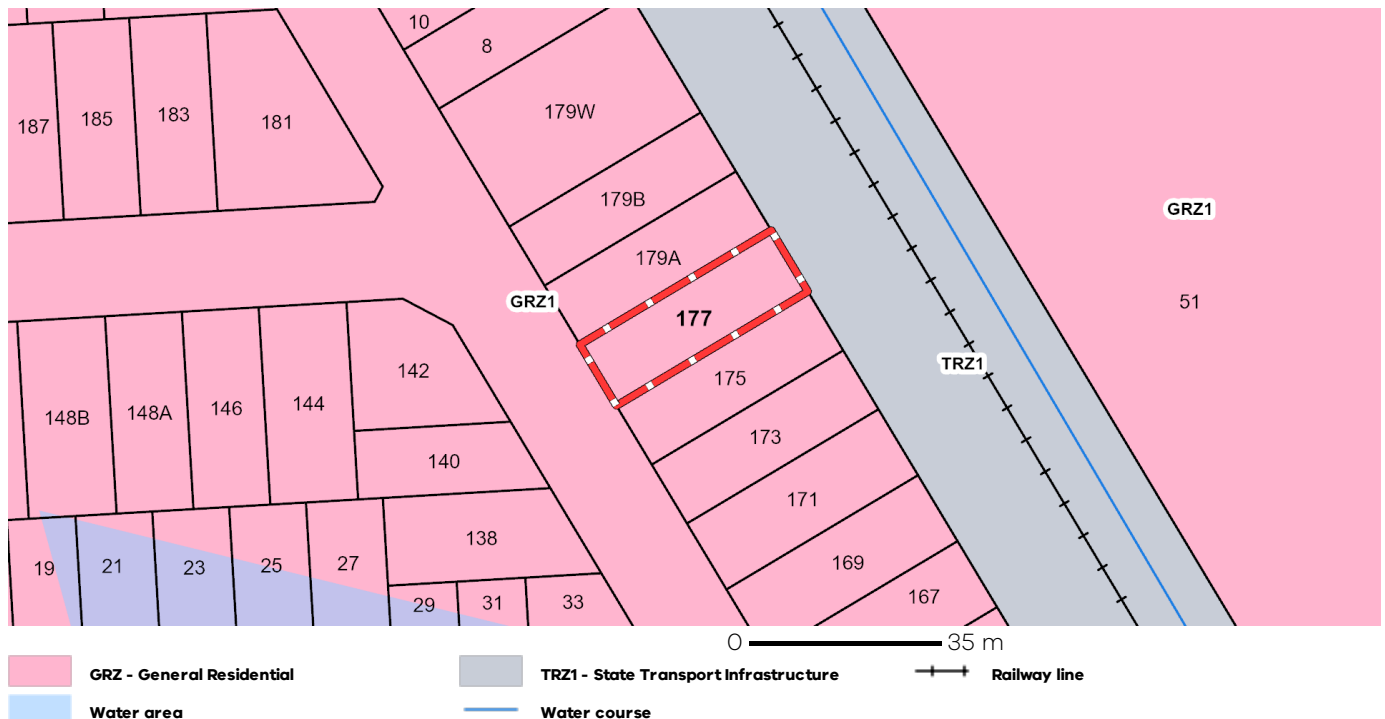
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

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



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

## Planning Overlays

### DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

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



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)



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

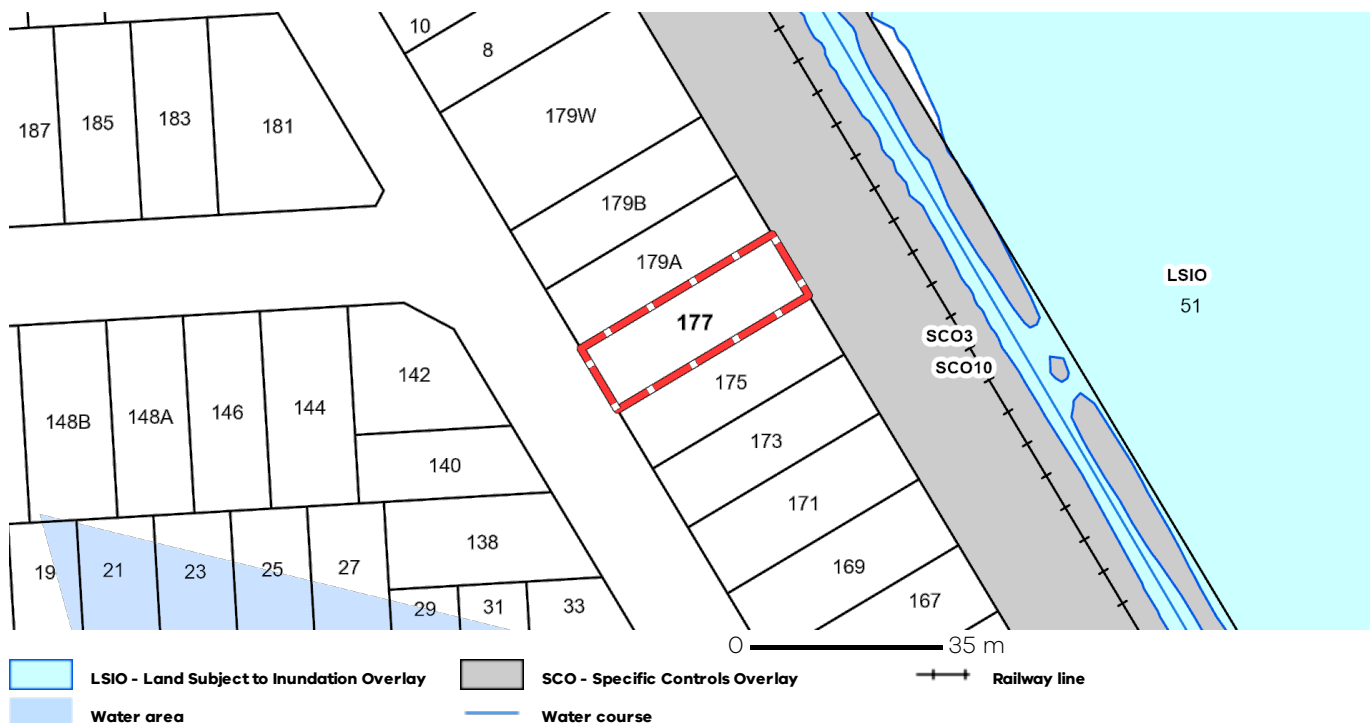
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



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

## Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

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

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). 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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

**45.12**  
04/05/2022  
VC210

## **SPECIFIC CONTROLS OVERLAY**

Shown on the planning scheme map as **SCO** with a number.

### **Purpose**

To apply specific controls designed to achieve a particular land use and development outcome in extraordinary circumstances.

**45.12-1**  
31/07/2018  
VC148

### **Use or development**

Land affected by this overlay may be used or developed in accordance with a specific control contained in the incorporated document corresponding to the notation on the planning scheme map (as specified in the schedule to this overlay). The specific control may:

- Allow the land to be used or developed in a manner that would otherwise be prohibited or restricted.
- Prohibit or restrict the use or development of the land beyond the controls that may otherwise apply.
- Exclude any other control in this scheme.

**45.12-2**  
31/07/2018  
VC148

### **Expiry of a specific control**

If a specific control contained in an incorporated document identified in the schedule to this clause allows a particular use or development, that control will expire if any of the following circumstances applies:

- The use and development is not started within two years of the approval date of the incorporated document or another date specified in the incorporated document.
- The development is not completed within one year of the date of commencement of works or another date specified in the incorporated document.

The responsible authority may extend the periods referred to if a request is made in writing before the expiry date or within three months afterwards.

Upon expiry of the specific control, the land may be used and developed only in accordance with the provisions of this scheme.



**44.04**06/09/2021  
VC171**LAND SUBJECT TO INUNDATION OVERLAY**

Shown on the planning scheme map as **LSIO** with a number (if shown).

**Purpose**

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify flood prone land in a riverine or coastal area affected by the 1 in 100 (1 per cent Annual Exceedance Probability) year flood or any other area determined by the floodplain management authority.

To ensure that development maintains the free passage and temporary storage of floodwaters, minimises flood damage, responds to the flood hazard and local drainage conditions and will not cause any significant rise in flood level or flow velocity.

To minimise the potential flood risk to life, health and safety associated with development.

To reflect a declaration under Division 4 of Part 10 of the *Water Act, 1989*.

To protect water quality and waterways as natural resources by managing urban stormwater, protecting water supply catchment areas, and managing saline discharges to minimise the risks to the environmental quality of water and groundwater.

To ensure that development maintains or improves river, marine, coastal and wetland health, waterway protection and floodplain health.

**44.04-1**24/01/2020  
VC160**Land subject to inundation objectives and statement of risk**

A schedule to this overlay may contain:

- Land subject to inundation management objectives to be achieved.
- A statement of risk.

**44.04-2**14/12/2023  
VC253**Buildings and works**

A permit is required to construct a building or to construct or carry out works, including:

- A fence.
- Roadworks, if the water flow path is redirected or obstructed.
- Bicycle pathways and trails.
- Public toilets.
- A domestic swimming pool or spa and associated mechanical and safety equipment if associated with one dwelling on a lot.
- Rainwater tank with a capacity of not more than 10,000 litres.
- A pergola or verandah, including an open-sided pergola or verandah to a dwelling or a small second dwelling with a finished floor level not more than 800mm above ground level and a maximum building height of 3 metres above ground level.
- A deck, including a deck to a dwelling or a small second dwelling with a finished floor level not more than 800mm above ground level.
- A disabled access ramp.

This does not apply:

- If a schedule to this overlay specifically states that a permit is not required.
- To roadworks or bicycle paths and trails constructed or carried out by or on behalf of the Head, Transport for Victoria, to the satisfaction of the relevant floodplain management authority.

## CASEY PLANNING SCHEME

- To flood mitigation works carried out by the responsible authority or floodplain management authority.
- To the following works in accordance with plans prepared to the satisfaction of the responsible authority:
  - The laying of underground sewerage, water and gas mains, oil pipelines, underground telephone lines and underground power lines provided they do not alter the topography of the land.
  - The erection of telephone or power lines provided they do not involve the construction of towers or poles.
- To post and wire and post and rail fencing.

### **44.04-3**

31/07/2018  
VC148

#### **Subdivision**

A permit is required to subdivide land.

### **44.04-4**

31/07/2018  
VC148

#### **Application requirements**

An application must be accompanied by any information specified in a schedule to this overlay.

### **44.04-5**

31/07/2018  
VC148

#### **Local floodplain development plan**

If a local floodplain development plan has been developed for the area and has been incorporated into this scheme, an application must be consistent with the plan.

### **44.04-6**

31/07/2018  
VC148

#### **Exemption from notice and review**

An application under this overlay is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

### **44.04-7**

31/07/2018  
VC148

#### **Referral of applications**

An application must be referred to the relevant floodplain management authority under Section 55 of the Act unless in the opinion of the responsible authority, the proposal satisfies requirements or conditions previously agreed in writing between the responsible authority and the floodplain management authority.

### **44.04-8**

06/09/2021  
VC171

#### **Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The Municipal Planning Strategy and the Planning Policy Framework.
- Any local floodplain development plan.
- Any comments from the relevant floodplain management authority.
- The existing use and development of the land.
- Whether the proposed use or development could be located on flood-free land or land with a lesser flood hazard outside this overlay.
- Alternative design or flood proofing responses.
- The susceptibility of the development to flooding and flood damage.
- The potential flood risk to life, health and safety associated with the development. Flood risk factors to consider include:
  - The frequency, duration, extent, depth and velocity of flooding of the site and accessway.
  - The flood warning time available.
  - Tidal patterns.

## **CASEY PLANNING SCHEME**

- Coastal inundation and erosion.
- The danger to the occupants of the development, other floodplain residents and emergency personnel if the site or accessway is flooded.
- The effect of the development on redirecting or obstructing floodwater, stormwater or drainage water and the effect of the development on reducing flood storage and increasing flood levels and flow velocities.
- The effect of the development on river, marine and coastal health values including wetlands, natural habitat, stream stability, erosion, environmental flows, water quality, estuaries and sites of scientific significance.
- Any other matters specified in a schedule to this overlay.

02/12/2022  
C259case

## **SCHEDULE 1 TO CLAUSE 43.04 DEVELOPMENT PLAN OVERLAY**

Shown on the planning scheme map as **DPO1** .

### **RESIDENTIAL AREAS**

**1.0**  
02/12/2022  
C259case

#### **Objectives**

None specified.

**2.0**  
02/12/2022  
C259case

#### **Requirement before a permit is granted**

A permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority to subdivide land to create a lot for an existing building.

**3.0**  
02/12/2022  
C259case

#### **Conditions and requirements for permits**

None specified.

**4.0**  
02/12/2022  
C259case

#### **Requirements for development plan**

The development plan should show:

- The existing and proposed road network;
- The location of existing and proposed open space including open space linkages; and
- The location of any existing or proposed community facilities including school sites.

**43.04**  
31/07/2018  
VC148

## DEVELOPMENT PLAN OVERLAY

Shown on the planning scheme map as **DPO** with a number.

### Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.

To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

**43.04-1**  
31/07/2018  
VC148

### Objectives

A schedule to this overlay may specify objectives to be achieved for the area affected by the overlay.

**43.04-2**  
31/07/2018  
VC148

### Requirement before a permit is granted

A permit must not be granted to use or subdivide land, construct a building or construct or carry out works until a development plan has been prepared to the satisfaction of the responsible authority.

This does not apply if a schedule to this overlay specifically states that a permit may be granted before a development plan has been prepared to the satisfaction of the responsible authority.

A permit granted must:

- Be generally in accordance with the development plan.
- Include any conditions or requirements specified in a schedule to this overlay.

**43.04-3**  
31/07/2018  
VC148

### Exemption from notice and review

If a development plan has been prepared to the satisfaction of the responsible authority, an application under any provision of this planning scheme is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

**43.04-4**  
25/02/2025  
VC257

### Preparation of the development plan

The development plan may consist of plans or other documents and may, with the agreement of the responsible authority, be prepared and implemented in stages.

A development plan that provides for residential subdivision in the Neighbourhood Residential Zone, General Residential Zone, Housing Choice and Transport Zone, Residential Growth Zone, Mixed Use Zone, Township Zone, Comprehensive Development Zone and Priority Development Zone must meet the requirements of Clause 56 as specified in the zone.

The development plan must describe:

- The land to which the plan applies.
- The proposed use and development of each part of the land.
- Any other requirements specified for the plan in a schedule to this overlay.

The development plan may be amended to the satisfaction of the responsible authority.

**SCHEDULE 3 TO CLAUSE 45.06 DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY**

Shown on the planning scheme map as **DCPO3**.

**LOCAL STRUCTURE PLAN 1 (LYNDHURST) DEVELOPMENT CONTRIBUTIONS PLAN****Area covered by this development contributions plan**

Land in Lyndhurst and Lynbrook within the DCPO3 area.

**Summary of costs**

Facility	Total cost \$	Time of provision (years after beginning of development)	Actual cost contribution attributable to development \$	Proportion of cost attributable to development %
Distributor roads	13,694,952	20 yrs	13,694,952	100%
Traffic management works	4,265,140	20 yrs	4,265,140	100%
Streetscape & environment	None specified	None specified	None specified	None specified
Parks	None specified	None specified	None specified	None specified
Active open space	None specified	None specified	None specified	None specified
Community activity centres	2,098,656	20 yrs	2,098,656	100%
Railway infrastructure	1,795,100	None specified	1,795,100	100%
<b>TOTAL</b>	<b>21,853,848</b>	<b>20 yrs</b>	<b>21,853,848</b>	<b>100%</b>

## CASEY PLANNING SCHEME

**3.0**  
02/12/2022  
C259case

### Summary of contributions

Facility	Levies payable by the development (\$)					
	Development infrastructure		Community infrastructure		All infrastructure	
	residential	non-residential \$	residential	non-residential \$	residential	non-residential \$
Distributor roads	1,906	None specified	None specified	None specified	1,906	None specified
Traffic management works	593	None specified	None specified	None specified	593	None specified
Streetscape & environment	None specified	None specified	None specified	None specified	None specified	None specified
Parks	None specified	None specified	None specified	None specified	None specified	None specified
Active open space	None specified	None specified	None specified	None specified	None specified	None specified
Community activity centres	292	None specified	None specified	None specified	292	None specified
Railway infrastructure	250	None specified	None specified	None specified	250	None specified
<b>TOTAL</b>	<b>3,041</b>	<b>20,040/ha</b>	<b>None specified</b>	<b>None specified</b>	<b>3,041</b>	<b>20,040/ha</b>

The levies payable by the development are specified in dollars per lot of all the land in the subdivision.

The amounts in this schedule are in September 2002 dollars. The responsible authority will adjust these amounts quarterly for inflation, starting on 1 October 2002, based on the General Consumer Price Index for Capital Cities.

**4.0**  
02/12/2022  
C259case

### Land or development excluded from the development contributions plan

None specified.

*Note: This schedule sets out a summary of the costs and contributions prescribed in the development contributions plan. Refer to the incorporated development contributions plan for full details.*

**45.06**  
31/07/2018  
VC148

## DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY

Shown on the planning scheme map as **DCPO** with a number.

### Purpose

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

**45.06-1**  
19/01/2006  
VC37

### Development contributions plan

A permit must not be granted to subdivide land, construct a building or construct or carry out works until a development contributions plan has been incorporated into this scheme.

This does not apply to the construction of a building, the construction or carrying out of works or a subdivision specifically excluded by a schedule to this overlay.

A permit granted must:

- Be consistent with the provisions of the relevant development contributions plan.
- Include any conditions required to give effect to any contributions or levies imposed, conditions or requirements set out in the relevant schedule to this overlay.

**45.06-2**  
19/01/2006  
VC37

### Preparation of a development contributions plan

The development contributions plan may consist of plans or other documents and may, with the agreement of the planning authority, be prepared and implemented in stages.

The development contributions plan must:

- Specify the area to which the plan applies.
- Set out the works, services and facilities to be funded through the plan, including the staging of the provision of those works, services and facilities.
- Relate the need for the works, services or facilities to the proposed development of land in the area.
- Specify the estimated costs of each of the works, services and facilities.
- Specify the proportion of the total estimated costs of the works, services and facilities which is to be funded by a development infrastructure levy or community infrastructure levy or both.
- Specify the land in the area and the types of development in respect of which a levy is payable and the method for determining the levy payable in respect of any development of land.
- Provide for the procedures for the collection of a development infrastructure levy in respect to any development for which a permit is not required.

The development contributions plan may:

- Exempt certain land or certain types of development from payment of a development infrastructure levy or community infrastructure levy or both.
- Provide for different rates or amounts of levy to be payable in respect of different types of development of land or different parts of the area.



# 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.

## 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.

(04/10/2016)

DATED

2025

**SHYAM BAHADUR KHANAL AND RINKU KHANAL**

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**VENDORS STATEMENT**

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**Property: 177 Brookwater Parade, Lyndhurst 3975**

my conveyancers au

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Berwick VIC 3806  
Tel: 03 9702 0099  
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Ref: IS:5847