

# Contract of sale of land

**Property:** 8 Coda Way, Clyde 3978

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of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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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**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

**WARNING:** YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

**Print 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:** TAHIR MAHMOOD AND GHAZALA NAZLI

.....

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

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

# Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED



## Particulars of sale

### Vendor's estate agent

Name: Area Specialist Casey

Address: 142 High Street, Cranbourne, VIC 3977

Email: [hsingh@areaspecialist.net.au](mailto:hsingh@areaspecialist.net.au)

Tel: (03) 9088 4194

Mob: 0406676197

Fax:

Ref:

### Vendor

Name: **TAHIR MAHMOOD AND GHAZALA NAZLI**

Address:

ABN/ACN: .....

Email:

### Vendor's legal practitioner or conveyancer

Name: Ravi James Lawyers Att: Manpreet Singh

Address: Shop 3, 147-151 Foster Street, Dandenong VIC 3175

Email: [preet@ravijameslawyers.com](mailto:preet@ravijameslawyers.com)

Mob: 0423359279

Fax: 0397929776

Ref: AR:250250

### Purchaser's estate agent

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

### Purchaser

Name: .....

Address: .....

ABN/ACN: .....

Email: .....

### Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX: ..... Ref: .....

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12464/324 Folio 127324	841	839059M

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 **8 Coda Way, Clyde 3978**

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

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

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

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)

☐ 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**

☐ General condition 21 applies only if the box is checked

## Pest report

☐ 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.*

- ☒ **GC 23 – special condition**  
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- ☒ **GC 28 – special condition**  
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

## Special condition 1 – Payment

### 1. PAYMENT

- 1.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 1.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- a) must not exceed 10% of the price; and
  - b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 1.3 The purchaser must pay all money other than the deposit:
- a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 1.4 Payments may be made or tendered:
- a) up to \$1,000 in cash; or
  - b) by cheque drawn on an authorised deposit-taking institution; or
  - c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
  - d) However, unless otherwise agreed:
  - e) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

- f) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 1.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 1.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 1.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 1.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 1.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 1.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

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

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

### **Special condition 3 – Early release of deposit**

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

### **Special condition 4 - No conditions warranties**

- 4.1 The Purchaser acknowledges that there are no conditions warranties or other terms affecting the sale of the Property other than those embodied in this Contract and the Purchaser shall not be entitled to rely upon any representations or statements made by the Vendor or its agent or the auctioneer unless the same are expressly included as written conditions of this Contract of Sale.
- 4.2 The Purchaser acknowledges that in entering into this Contract the Purchaser:
  - i. a) has relied entirely upon the Purchaser's own enquiry and inspection of the property; and
  - ii. b) does not rely upon any prior warranty or representation made by or on behalf of the Vendor
- 4.3 This Contract embodies the entire agreement between the parties in respect of its subject matter and succeeds and cancels all other agreements and understandings whether written or verbal.

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

- 5A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 5A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 5A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) (“the amount”) because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 5A.4 The amount is to be deducted from the vendor’s entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer (“representative”) to conduct all the legal aspects of settlement, including the performance of the purchaser’s obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 5A.6 The terms of the representative’s engagement are taken to include instructions to have regard to the vendor’s interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles.
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 5A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction. Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to

the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

- 5A.8 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 5A.9 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

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

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

#### **5B. GST WITHHOLDING**

- 5B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 5B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 5B.3 The amount is to be deducted from the vendor's entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 5B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 5B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property.
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition; despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

5B.6 The representative is taken to have complied with requirements of general condition 5B.5 if:

- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

5B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.

However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

5B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

5B.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

5B.10 The vendor warrants that:

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

5B.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of nonpayment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

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

### **Special condition 6 – Building & Pest Report**

- 6.1 If this contract is subject to the purchaser/s obtaining an independent Building & Pest/Termite inspection report, such report must be obtained within 7 days of the purchaser/s signing this contract. If the report shows any major structural defects or any major pest infestation, then the purchaser may end this contract but only if the purchaser/s serves written notice on the vendor/agent together with a copy of the report within 7 days. All monies are to be refunded if the contract is ended due to this Special Condition.

### **Special condition 7 – Adjustments**

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



### **Special condition 8 – Tax invoice**

- 30.1 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

### **Special Condition 9 - Guarantee and Indemnity**

- 9.1 If the Purchaser/s is/are or includes a company other than a company listed on the Australian Stock exchange, the Purchaser/s must deliver to the Vendors an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by a Secretary/Director of that Company. If the indemnity and Guarantee is not delivered in accordance with this Special Condition within seven days of the vendor's or his/her/its Solicitors making a demand, the Purchaser/s will be in default under this Contract and shall entitle the Vendor to exercise all its remedies given to it under this Contract or at law.

### **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
  - (b) “bank” means an authorised deposit-taking institution under the Banking Act 1959 (Cth).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement.
  - (b) the date that is 30 days before the bank guarantee expires.
  - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
  - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3.
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.

- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

### **Special Condition 11 – Town Planning and other Restrictions**

- 11.1 The Vendor/s does not warrant that the property may be used for any particular purpose. The Purchaser/s buy/s the land subject to:
- (a) Any Act, Order, Regulation, By-Law or Local Law affecting the land.
  - (b) Any restriction or condition imposed upon the land by or with the authority of any government.
  - (c) Any easement or rights vested in or claimed by any statutory authority; and
  - (d) The restrictions contained in any applicable planning scheme.

### **Special Condition 12 – Improvements**

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

### **Special Condition 13 -- Default**

- 13.1 if the Purchaser/s default/s in payment of the whole or part of the purchase money the Purchaser/s must pay upon demand:
- (a) All reasonable expenses incurred by the Vendor/s as a result of the breach; and
  - (b) Interest at a rate of four per cent higher than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 computed on the money overdue during the period of default payable by the purchaser to the vendor upon demand without the necessity of any notice in writing whether under Condition 6 of the said Table A or otherwise. The purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor being the costs of each default together with a further sum of \$880.00 (inclusive of GST) for each and every Notice of Rescission prepared and served on the purchaser or his representative. The exercise of the vendor's rights

hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under the Contract or otherwise.

#### **Special condition 14 - Contract variation or requests for extension of time**

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

#### **Special condition 15 - Cancellation and Re-scheduling of Settlement**

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

#### **Special condition 16 - Nomination**

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

#### **Special Condition 17 – Exclusion of Prior Warranties**

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

### **Special Condition 18 – Stamp Duty: Purchaser buying unequal interest**

- 18.1 If there is more than one purchaser, it is the purchaser's responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- 18.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 18.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the contract.
- 18.4 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 18.5 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 18.6 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

### **Special Condition 19 – Buildings and Chattels**

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

### **Special Condition 20 – Statutory Warranties if Vendor is an Owner Builder** **(If applicable)**

- 20.1 If any building work carried out on the land is subject to the Domestic Buildings Contracts and Tribunal Act 1995 then the warranties implied by Section 137C of that Act are set out here under: -
- (a) The vendor warrants that all domestic building work carried out in relation to the construction by or on behalf of the vendor was carried out on the home, in a proper and workmanlike manner.
  - (b) The vendor warrants that all materials used in the domestic work were good and suitable for the purpose for which they were used and that unless otherwise stated in the report of the prescribed building practitioner, those materials were new.
  - (c) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including without limiting the generality of this warranty, the Domestic Building Contracts and Tribunal Act 1995 and the regulations made thereunder.

### **Special Condition 21 – Restrictions**

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

### **Special Condition 22 – Breach**

- 22.1 If the purchaser breaches this contract, then the purchaser must pay to the vendor on demand: -
- (a) The full amount payable under the contract attached hereto, whether due to be paid or not.
  - (b) compensation for any reasonably foreseeable loss to the vendor resulting from the breach and
  - (c) any interest due under the contract attached hereto as a result of the breach.

The purchaser agrees that the vendor shall not be liable for any damages, costs or interest whatsoever and howsoever arising.

### **Special Condition 23 – Insurance**

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

### **Special Condition 24 – Purchaser Resident of Australia**

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

### **Special Condition 25 – Service of Documents**

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

### **Special Condition 26 – Settlement**

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

### **Special Condition 27 – Reservations**

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

### **Special Condition 28 – Foreign Acquisition**

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

**Special condition 29 - General Conditions 31 is deleted.**

# 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 purchaser'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.

## 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 outgoing.
- 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 outgoing.
- 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.

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## 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.
-

## **SCHEDULE 5**

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

#### **Meaning of Vendor**

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

#### **Bidding by Co-owners**

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

#### **Vendor bids**

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

The auctioneer can only make a vendor bid if—

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

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

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

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

#### **Copies of the rules**

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

#### **Questions**

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

#### **Forbidden activities at auctions**

The law forbids—

- any person bidding for a vendor other than—
  - the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or
  - a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners.
- the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property.
- the auctioneer acknowledging a bid if no bid was made.
- any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them.

- any person falsely claiming or falsely acknowledging that he or she made a bid.
- an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

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

### **Who made the bid?**

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

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

The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing 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 Regulations 2005. Copies of those laws can be found at the following web site: [www.dms.dpc.vic.gov.au](http://www.dms.dpc.vic.gov.au) under the title "LawToday".

## **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. 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.
-

## GUARANTEE

TO THE WITHIN NAMED VENDOR

I/We,

Of

In the State of Victoria (hereinafter called “the Guarantor”) IN CONSIDERATION of the within names Vendor having at the request of the Guarantor entered into the within Contract of Sale with the named Purchaser HEREBY COVENANT with the Vendor that if at any time default shall be made in payment of any balance of purchase money interest or other monies or instalments for the time being due and payable to the Vendor under the within Contract of Sale and on the part of the Purchaser to be performed or observed the Guarantor will forthwith on demand pay to the Vendor the whole of the monies payments whereof shall be in default and will keep the Vendor indemnified against all losses, damages, costs, charges and expenses whatsoever which the Vendor may incur by reason of or arising howsoever out of any default on the part of the Purchaser in due performance and observance by the Purchaser of any such agreement or obligation of the Purchaser AND IT IS HEREBY AGREED AND DECLARED that this Guarantee shall be a continuing Guarantee and the Guarantor shall not be released by any neglect or forbearance on the part of the Vendor in enforcing performance or observance of any agreement or obligation of the Purchaser or payment of any sum payable by the Purchaser or by any time or indulgence granted by the Vendor to the Purchaser or by any variation or extension of the within Contract of Sale or by any other thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the Guarantor. If there is more than one Guarantor, this Guarantee binds them jointly and each of them individually.

Dated this                      day of    2024

**Signed by**

..... (Guarantor Name) ..... (Guarantor Signature)

In the presence of:

Witness Name ..... Signature.....

**Signed by**

..... (Guarantor Name) .....(Guarantor Signature)

In the presence of:

Witness Name..... Signature.....

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

**Land**

8 Coda Way, Clyde 3978


**Vendor's name**

Tahir Mahmood

**Date**

/ /

**Vendor's  
signature**

  
Tahir Mahmood (Jul 7, 2025 16:14 GMT+10)

07/07/2025

**Vendor's name**

Ghazala Nazli

**Date**

/ /

**Vendor's  
signature**

  
Ghazala Nazli (Jul 7, 2025 16:16 GMT+10)

07/07/2025

**Purchaser's  
name**

**Date**

/ /

**Purchaser's  
signature**

**Purchaser's  
name**

**Date**

/ /

**Purchaser's  
signature**

## 1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$5000

### 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.

Not Applicable.

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 110
(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): -

Not Applicable.



### 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 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)*

--









# Vendors statement Section 32

Final Audit Report

2025-07-07

Created:	2025-07-07
By:	manpreet singh (preet@ravijameslawyers.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAejJ7fpUcZfkdKJRFVr2aQttixjEsCvZY

## "Vendors statement Section 32" History

-  Document created by manpreet singh (preet@ravijameslawyers.com)  
2025-07-07 - 6:09:26 AM GMT
-  Document emailed to Tahir Mahmood (tahirmhmd913@gmail.com) for signature  
2025-07-07 - 6:09:30 AM GMT
-  Document emailed to Ghazala Nazli (gtahir1@hotmail.com) for signature  
2025-07-07 - 6:09:31 AM GMT
-  Email viewed by Tahir Mahmood (tahirmhmd913@gmail.com)  
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-  Document e-signed by Tahir Mahmood (tahirmhmd913@gmail.com)  
Signature Date: 2025-07-07 - 6:14:56 AM GMT - Time Source: server
-  Email viewed by Ghazala Nazli (gtahir1@hotmail.com)  
2025-07-07 - 6:15:16 AM GMT
-  Document e-signed by Ghazala Nazli (gtahir1@hotmail.com)  
Signature Date: 2025-07-07 - 6:16:12 AM GMT - Time Source: server
-  Agreement completed.  
2025-07-07 - 6:16:12 AM GMT

# Due Diligence Checklist

## Consumer Affairs Victoria

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### 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](https://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.

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

Page 1 of 1

VOLUME 12464 FOLIO 324

Security no : 124125986304T  
Produced 07/07/2025 02:47 PM

### LAND DESCRIPTION

Lot 841 on Plan of Subdivision 839059M.  
PARENT TITLE Volume 12453 Folio 500  
Created by instrument PS839059M Stage 8 29/03/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
TAHIR MAHMOOD  
GHAZALA NAZLI both of 63 CHARLBURY CRESCENT CRANBOURNE NORTH VIC 3977  
AY001551B 15/05/2024

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY001552Y 15/05/2024  
MA MONEY FINANCIAL SERVICES PTY LTD

COVENANT PS839059M 29/03/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AU510877P 29/06/2021

### DIAGRAM LOCATION

SEE PS839059M FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 8 CODA WAY CLYDE VIC 3978

### ADMINISTRATIVE NOTICES

NIL

eCT Control 19531K DENTONS AUSTRALIA  
Effective from 15/05/2024

DOCUMENT END



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 07/07/2025 02:47:59 PM

Status	Registered	Dealing Number	AY001551B
Date and Time Lodged	15/05/2024 04:36:06 PM		

### Lodger Details

Lodger Code	19531K
Name	DENTONS AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

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

### Privacy Collection Statement

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

### Land Title Reference

12464/324

### Transferor(s)

Given Name(s)	HARPREET
Family Name	SINGH

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 730000.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Joint Tenants
Given Name(s)	TAHIR
Family Name	MAHMOOD
Address	
Street Number	63
Street Name	CHARLBURY
Street Type	CRESCENT





# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Locality	CRANBOURNE NORTH
State	VIC
Postcode	3977

Given Name(s)	GHAZALA
Family Name	NAZLI
Address	
Street Number	63
Street Name	CHARLBURY
Street Type	CRESCENT
Locality	CRANBOURNE NORTH
State	VIC
Postcode	3977

**Duty Transaction ID**  
5975289

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

### Execution

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

Executed on behalf of	HARPREET SINGH
Signer Name	ABHITINDER SINGH RANDHAWA
Signer Organisation	MLG LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 MAY 2024

### Execution

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

Executed on behalf of	TAHIR MAHMOOD
Signer Name	GHAZALA NAZLI
Signer Organisation	KULDIP SINGH
Signer Role	EVAASH PTY LTD
Execution Date	LICENSED CONVEYANCER 15 MAY 2024



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### File Notes:

NIL

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Statement End.



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 07/07/2025 02:47:59 PM

Status	Registered	Dealing Number	AY001552Y
Date and Time Lodged	15/05/2024 04:36:06 PM		

### Lodger Details

Lodger Code	19531K
Name	DENTONS AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	NLS 44024544

## MORTGAGE

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

### Privacy Collection Statement

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### Estate and/or Interest being mortgaged

FEE SIMPLE

### Land Title Reference

12464/324

### Mortgagor

Given Name(s)	GHAZALA
Family Name	NAZLI
Given Name(s)	TAHIR
Family Name	MAHMOOD

### Mortgagee

Name	MA MONEY FINANCIAL SERVICES PTY LTD
ACN	639174315
Australian Credit Licence	522267
Address	
Floor Type	FLOOR
Floor Number	27



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

Mortgage Form version 1.5

Street Number	10
Street Name	CARRINGTON
Street Type	STREET
Locality	SYDNEY
State	NSW
Postcode	2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

### Terms and Conditions of this Mortgage

(a) Document Reference	AA6817
(b) Additional terms and conditions	NIL

### Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
5. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Executed on behalf of	MA MONEY FINANCIAL SERVICES PTY LTD
Signer Name	JAYMIE-LEIGH ABBODD
Signer Organisation	DENTONS AUSTRALIA
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 MAY 2024

### File Notes:

NIL

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Statement End.



# Department of Environment, Land, Water & Planning

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Produced 07/07/2025 02:47:59 PM

Status	Registered	Dealing Number	AU510877P
Date and Time Lodged	29/06/2021 09:20:07 AM		

### Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	TGM: 8476407

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

6330/985

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173  
Planning & Environment Act - section 173

### Applicant(s)

Name	CASEY CITY COUNCIL
Address	
Property Name	CITY OF CASEY CIVIC CENTRE
Street Number	2
Street Name	PATRICK NORTHEAST
Street Type	DRIVE
Locality	NARRE WARREN
State	VIC
Postcode	3805



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

---

The applicant requests the recording of this Instrument in the Register.

---

### Execution

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

Executed on behalf of	CASEY CITY COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 JUNE 2021

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### File Notes:

NIL

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Statement End.

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Number of Pages (excluding this cover sheet)	<b>42</b>
Document Assembled	<b>07/07/2025 14:47</b>

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## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date 25/06/2021

### Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 1895 Ballarto Road, Clyde (Riverfield Estate)

**Purpose of Agreement:** Works In Kind Agreement for Infrastructure Projects and  
identification of Milestones for provision of Inner Public Purpose Land

City of Casey

and

Greenridge (Ballarto Road) Pty Ltd ACN 622 946 155

Interstate offices  
Canberra Sydney

Affiliated offices around the world through the  
Advoc network - www.advoc.com





Maddocks

## Contents

<b>1.</b>	<b>Definitions.....</b>	<b>2</b>
<b>2.</b>	<b>Interpretation .....</b>	<b>6</b>
<b>3.</b>	<b>Purposes and reasons for Agreement.....</b>	<b>6</b>
<b>4.</b>	<b>Agreement required .....</b>	<b>6</b>
<b>5.</b>	<b>Payment of Infrastructure Contribution.....</b>	<b>7</b>
<b>6.</b>	<b>Infrastructure Projects as Works in kind.....</b>	<b>7</b>
6.1	Provision of Transport Infrastructure Project .....	7
6.2	Provision of Community Infrastructure Project .....	7
6.3	Provision of Recreation Infrastructure Project .....	7
6.4	Time for completion of Infrastructure Projects .....	8
6.5	Project Control Group .....	8
6.6	Obligation to complete Infrastructure Projects once commenced .....	8
6.7	Agreed Infrastructure Project Value .....	8
<b>7.</b>	<b>Design of Infrastructure Projects .....</b>	<b>9</b>
7.2	Approval of Designs.....	9
7.3	Variation of Approved Plans or an Infrastructure Project .....	10
7.4	Approval of tender documentation for an Infrastructure Project .....	11
<b>8.</b>	<b>Construction of Infrastructure Projects.....</b>	<b>11</b>
8.2	Standard of work.....	11
8.3	Completion of an Infrastructure Project .....	11
8.4	Access to other land .....	11
<b>9.</b>	<b>Certificate of Practical Completion .....</b>	<b>12</b>
9.1	Certificate of Practical Completion .....	12
9.2	Procedure for Certificate of Practical Completion .....	12
<b>10.</b>	<b>Risk.....</b>	<b>13</b>
10.1	Care of the Infrastructure Project .....	13
10.2	Insurance .....	13
10.3	Maintenance Period of Infrastructure Projects .....	13
10.4	Bank Guarantee.....	13
<b>11.</b>	<b>Inner Public Purpose Land .....</b>	<b>14</b>
11.1	Timing of Provision of Inner Public Purpose Land .....	14
11.2	Method of Provision of Inner Public Purpose Land .....	14
11.3	Access to Inner Public Purpose Land.....	14
11.4	Environmental Assessment regarding Inner Public Purpose Land .....	14
11.5	Payment of Land Credit Amount .....	14
<b>12.</b>	<b>Credit and processing of credits.....</b>	<b>14</b>
12.1	Credit .....	14
12.2	Exhaustion of Credit .....	15
12.3	Rollover of Credit and Equalisation Payment.....	15
<b>13.</b>	<b>Localised Infrastructure .....</b>	<b>16</b>
<b>14.</b>	<b>Further obligations of the Parties .....</b>	<b>16</b>
14.1	Transaction costs.....	16
14.2	Notice and registration .....	16
14.3	Further actions.....	16
14.4	Council's costs to be paid .....	16



## Maddocks

14.5	Interest for overdue money .....	17
<b>15.</b>	<b>Agreement under section 173 of the Act.....</b>	<b>17</b>
<b>16.</b>	<b>Owner's warranties .....</b>	<b>17</b>
<b>17.</b>	<b>Successors in title .....</b>	<b>17</b>
<b>18.</b>	<b>General matters .....</b>	<b>17</b>
18.1	Notices .....	17
18.2	No waiver .....	18
18.3	Severability .....	18
18.4	No fettering of Council's powers .....	18
18.5	Inspection of documents .....	18
18.6	Governing law .....	18
18.7	Mortgagee .....	18
18.8	Caveator .....	18
<b>19.</b>	<b>GAIC .....</b>	<b>19</b>
<b>20.</b>	<b>Foreign resident capital gains withholding.....</b>	<b>19</b>
20.1	Definitions .....	19
20.2	Foreign resident status of Owner .....	19
20.3	Excluded transaction .....	19
20.4	Variation notice .....	20
20.5	Withholding .....	20
20.6	Council to remit withholding amount.....	21
20.7	Consideration adjusted after withholding.....	21
20.8	Owner to co-operate .....	21
20.9	Owner's and Developer's warranty.....	22
20.10	Indemnity .....	22
<b>21.</b>	<b>GST .....</b>	<b>22</b>
<b>22.</b>	<b>Commencement of Agreement.....</b>	<b>22</b>
<b>23.</b>	<b>Amendment of Agreement .....</b>	<b>22</b>
<b>24.</b>	<b>Ending of Agreement.....</b>	<b>22</b>
<b>Schedule 1</b>	<b>Infrastructure Contributions Plan and Precinct Structure Plan .....</b>	<b>24</b>
<b>Schedule 2</b>	<b>Subject Land .....</b>	<b>25</b>
<b>Schedule 3</b>	<b>Planning Permit .....</b>	<b>26</b>
<b>Schedule 4</b>	<b>Maintenance Period.....</b>	<b>27</b>
<b>Schedule 5</b>	<b>GAIC .....</b>	<b>28</b>
<b>Schedule 6</b>	<b>INNER PUBLIC PURPOSE LAND .....</b>	<b>29</b>
<b>Schedule 7</b>	<b>Public Land - Land Credit Amount and Land Equalisation Amounts .....</b>	<b>31</b>
<b>Schedule 8</b>	<b>Transport Infrastructure Projects .....</b>	<b>32</b>
<b>Schedule 9</b>	<b>Community Infrastructure Projects .....</b>	<b>33</b>
<b>Schedule 10</b>	<b>Recreation Infrastructure Projects .....</b>	<b>34</b>
<b>Schedule 11</b>	<b>Cost Approvals Process .....</b>	<b>35</b>

## Agreement under section 173 of the Planning and Environment Act 1987

## Parties

Name	City of Casey
Address	Bunjil 2 Patrick Northeast Drive, Narre Warren, Victoria
Short name	Council

Name	Greenridge (Ballarto Road) Pty Ltd ACN 622 946 155
Address	Level 5, 523 Burwood Road, Hawthorn, Victoria
Short name	Owner

## Background

- [8476407: 29524902\_1]



Maddocks

- I. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- J. As at the date of this Agreement, the Subject Land is subject to a Caveat in favour of the Caveator. The Caveator's consent to the recording of this Agreement on the certificates of title to the Subject Land.

#### The Parties agree:

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### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreed Infrastructure Project Value** means the amount specified in Schedule 8, Schedule 9 or, Schedule 10 as the case may be.

**Agreed Land Credit Amount** means the Agreed Land Credit Amount set out in Schedule 7. The Agreed Land Credit Amount is subject to change in the same way and at the same time that the Land Credit Amount is varied and or recalculated by the Infrastructure Contribution Plan.

**Agreed Land Equalisation Amount** means the Agreed Land Equalisation Amount set out in Schedule 7. The Agreed Land Equalisation Amount is subject to change in the same way and at the same time that the Land Equalisation Amount is varied and or recalculated by the Infrastructure Contribution Plan.

**Agreement** means this Deed and includes this Deed as amended from time to time.

**Approved Plans** means the Designs of an Infrastructure Project approved by Council under clause 7 of this Agreement.

**Bank Guarantee** means a bank guarantee or other form of security to the satisfaction of Council.

**Benchmark Costings** means the Benchmarks Infrastructure Costings Report published from time to time by the Victorian Planning Authority on its website.<sup>1</sup>

**Building Permit** means a building permit issued under the *Building Act 1993* or any regulations or code made under the *Building Act 1993*.

**Business Days** means a day which is not a public holiday, a Saturday or Sunday in the State of Victoria.

**Caveat** means Caveat number AT 403411V on the subject land Certificate of Title Volume 06630 Folio 985.

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<sup>1</sup> The current Benchmark Costings Report can be viewed at:  
<https://vpa-web.s3.amazonaws.com/wp-content/uploads/2019/10/Review-of-Benchmark-Infrastructure-Costings-Report-11-April-2019-FINAL-VERSION.pdf>

**Community Infrastructure Project** means a project identified in Schedule 9.

**Cost Approvals Process** means the Cost Approval Process at Schedule 11 to this Agreement.

**Current Address means:**

- Current Email means:**

- Defect** means any defect, fault, shrinkage or omission in the Infrastructure Project or any other aspect of the Infrastructure Project which is not in accordance with this Agreement or the Approved Plans.

**Developable Land** means the area of land identified as developable land in the land use budget of the Infrastructure Contributions Plan.

**GAIC** means the Growth Areas Infrastructure Contribution under the Act.

page 3

## Maddocks

**Indexation** means an annual adjustment to an amount, applied as of 1<sup>st</sup> of July each year, using:

- (a) the indexation method set out in the Ministerial Direction; and
- (b) the relevant ICP

as specified.

**Infrastructure Contribution means:**

- (a) the Land Equalisation Amount (if any);
- (b) the Monetary Component; and
- (c) the Supplementary Levy (if any).

**Infrastructure Contributions Plan or ICP** means the Infrastructure Contributions Plan referred to in Schedule 1, being an incorporated document in the Planning Scheme.

**Inherent GAIC Liability** means the current or future liability of the Subject Land for GAIC whether it has been triggered or not, upon the happening of a GAIC event as defined or described in the Act and whether before, at or after the vesting or transfer of the land in or to Council.

**Infrastructure Project** means a Community Infrastructure Project, a Transport Infrastructure Project or a Recreation Infrastructure Project as the case may be.

**Inner Public Purpose Land** has the meaning given by section 46GA of the Act and in this Agreement more specifically means the various land parcels or areas which are described in Schedule 6.

**Land Budget Property Number** means the property number for the Subject Land as set out in the Infrastructure Contributions Plan.

**Land Component** has the meaning given by section 46GE of the Act.

**Land Credit Amount** has the meaning given by section 46GA of the Act.

**Land Equalisation Amount** has the meaning given by section 46GA of the Act.

**Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices and which is not funded by the Infrastructure Contribution Plan.

**Maintenance Period** means the period specified in Schedule 4 commencing on the date of the Certificate of Practical Completion of an Infrastructure Project.

**Ministerial Direction** means the Ministerial Direction on the Preparation and Content of Infrastructure Contributions Plans made on 24 February 2021 as amended or remade from time to time.

**Monetary Component** has the meaning given by section 46GD of the Act.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

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

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

**Party or Parties** means the parties to this Agreement.

**Plan of Subdivision** means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

**Planning Permit** means the planning permit referred to in Schedule 3, as amended from time to time.

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

**Precinct Structure Plan** means the precinct structure plan specified in Schedule 1.

**Priority List and Implementation Strategy** or **PLIS** means the document adopted by Council from time to time known as the Priority List and Implementation Strategy. A copy of the latest Priority List and Implementation Strategy is published on Council's website.

**Project Control Group** means a group comprised of the Owner or a representative of the Owner and representative of Council established in accordance with clause 6.5.

**Provision Trigger** means the milestone or provision trigger set out in the relevant columns of Schedule 6, Schedule 8, Schedule 9 or Schedule 10 as the case may be.

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

**Recreation Infrastructure Project** means an Infrastructure Project identified in Schedule 10.

**Schedule** means a schedule to this Agreement.

**Stage** is a reference to a stage of subdivision of the Subject Land.

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

**Subject Land** means all of the land described in Schedule 2 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Supplementary Levy** has the same meaning as in the Ministerial Direction.

**Transport Infrastructure Project** means an Infrastructure Project identified in Schedule 8.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1.1 the singular includes the plural and vice versa;
- 2.1.2 a reference to a gender includes all genders;
- 2.1.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.1.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.1.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.1.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.1.7 the Background forms part of this Agreement;
- 2.1.8 a reference to Council means a reference to Council in its capacity as Collecting Agency and Development Agency unless otherwise specified;
- 2.1.9 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.1.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

### 3. Purposes and reasons for Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land by

- 3.1.1 recording the terms and conditions on which Council agrees to the Owner providing each Infrastructure Project;
- 3.1.2 identifying the Credits to be made available to the Owner against its liability to pay the Monetary Component of the Infrastructure Contribution; and
- 3.1.3 identifying milestones for the provision of Inner Public Purpose Land.

#### 4. Agreement required

The Parties agree that this Agreement will continue to be required:

- 4.1. in relation to the Council's obligations pursuant to clause 11.5, until those obligations are satisfied in full; and



## 5. Payment of Infrastructure Contribution

- 5.1.1 subject to this Agreement, the Owner is required to pay the Infrastructure Contribution in cash on a stage by stage basis; but
- 5.1.2 the Owner is not required to pay the Monetary Component of the Infrastructure Contribution in cash on a stage-by-stage basis if there is a Credit available to the Owner; and
- 5.1.3 any component of the Monetary Component of the Infrastructure Contribution which is not offset by an entitlement to a Credit must be paid to Council prior to the issue of the Statement of Compliance for subdivision of the Subject Land as a result of which the obligation to pay the Monetary Component of the Infrastructure Contribution arises or at such other time as is specified in this Agreement.

## 6.1 Provision of Transport Infrastructure Project

- 6.1.1 in compliance with the Cost Approvals Process;
- 6.1.2 in accordance with the Approved Plans;
- 6.1.3 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.1.4 in accordance with any Construction Program approved by Council; and
- 6.1.5 otherwise to the satisfaction of Council.

- 6.2.1 in accordance with the Approved Plans;
- 6.2.2 prior to the relevant Provision Trigger, unless a later date is approved by Council in writing under clause 6.4.1;
- 6.2.3 in accordance with any Construction Program approved by Council; and
- 6.2.4 otherwise to the satisfaction of Council.

The Owner must provide each Recreation Infrastructure Project in accordance with the provisions set out in Schedule 10 and:

- #### 6.4 Time for completion of Infrastructure Projects

6.4.1 in its capacity as the Collecting Agency, in writing, extend the timeframe; or

6.4.2 in its capacity as the council, refuse to issue any Statement of Compliance in respect of the development of the Subject Land until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

The Parties agree that prior to the commencement of any works associated with the provision of an Infrastructure Project, a Project Control Group must:

- 6.5.1 be established jointly by the Parties to discuss the Construction Program associated with any Infrastructure Project and the general progress of each Infrastructure Project;
- 6.5.2 include equal representation from Council and the Owner or the Owner's representatives;
- 6.5.3 be chaired by a representative of Council; and
- 6.5.4 hold meetings at intervals to the satisfaction of Council.

The Owner agrees that when the Owner commences works associated with an Infrastructure Project, the Owner must complete the Infrastructure Project in accordance with this Agreement regardless of whether the total cost of completing the Infrastructure Project exceeds the Infrastructure Project Value.

The Parties agree that the Agreed Infrastructure Project Value is an amount being the lesser of:

- page 8

6.7.2 an amount determined by reference to the Priority List and Implementation Strategy which determines the Agreed Infrastructure Project Value by reference to either the Benchmark Costings or where an Infrastructure Project is funded by a Supplementary Levy in the ICP, then by reference to the costing set out in the ICP for that Infrastructure Project

6.7.3 where only part of a Transport Infrastructure Project is provided and, with the express written agreement of Council in its capacity as Collecting Agency, Council allows the Owner to construct a greater proportion of the overall item of transport infrastructure which comprises the Transport Infrastructure Project, the Owner will be entitled to a lower or higher Agreed Infrastructure Project Value calculated as determined by Council based on a pro rata basis taking into account the lesser or additional length of the Transport Infrastructure Project which is provided.

The Owner agrees that:

- 7.1.1 the Owner must in accordance with any other provision of this Agreement and the Cost Approvals Process, at its cost, prepare the Designs of each Infrastructure Project and submit the Designs to Council for approval in accordance with clause 7.2;
- 7.1.2 approval of the Designs will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans in accordance with clause 7.2;
- 7.1.3 the Owner must obtain all necessary permits and approvals for the Infrastructure Project; and
- 7.1.4 prior to awarding any contract for an Infrastructure Project, the Owner must submit to Council for approval:
  - (a) a copy of the terms and conditions of the proposed contract; and
  - (b) a copy of the proposed Construction Program.

**7.2.1 The Owner must:**

- page 9

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- 7.2.3 Within 20 Business Days of submission under clause 7.2.1 Council will give notice to the Owner as to whether the plans and specifications are approved by Council or provide any comments to the Owner, and if approved those plans will be the Approved Plans.
- 7.2.4 If Council provides any comments on the plans and specifications under clause 7.2.3, the Owner must take account of those comments to the extent it is reasonable to do so and re-submit the plans and specifications to Council for approval.
- 7.2.5 The process set out in clause 7.2.3 and clause 7.2.4 will apply until such time as the plans and specifications are approved by Council.

### 7.3 Variation of Approved Plans or an Infrastructure Project

- 7.3.1 Council may at any time before the issue of the Certificate of Practical Completion, notify the Owner in writing of a proposed a variation to the Approved Plans or an Infrastructure Project.
- 7.3.2 If Council proposes a variation under clause 7.3.1, then Council must promptly give the Owner all relevant information that is reasonably required for the Owner to fully consider the proposal.
- 7.3.3 If Council notifies the Owner of a proposed variation under clause 7.3.1, then within 15 Business Days after that notification the Owner must notify Council in writing of:
  - (a) the estimated costs of the proposed variation, including:
    - (i) any re-design costs;
    - (ii) the costs of assessing and implementing the proposed variation; and
  - (b) any delays if the variation proceeds;
  - (c) additional approvals, or amendments to existing approvals, will be required for the proposed variation;
  - (d) whether the proposed variation would cause the Owner to breach a contract with a third party; and
  - (e) the proposed variation will prevent an Infrastructure Project from complying with the requirements of this Agreement.
- 7.3.4 The Owner may, acting reasonably, refuse a proposed variation if the Owner demonstrates that the variation would materially adversely affect the Owner's ability to comply with this Agreement, absent any agreed variation to this Agreement or any agreement by Council to pay the reasonable costs of the variation.
- 7.3.5 If Council gives the Owner an instruction under clause 7.3.1, and the Owner does not refuse the proposed variation under clause 7.3.4, the Owner must perform the variation and pay the direct and reasonable costs incurred in undertaking the variation unless Council has otherwise agreed in writing to pay either part or all of those direct and reasonable costs .



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#### **7.4 Approval of tender documentation for an Infrastructure Project**

- 7.4.1 The Owner must obtain the approval of Council of any tender documentation to be issued to the market in respect of each Infrastructure project before such tender documentation is issued.
- 7.4.2 The Owner must give Council at least 20 Business Days to consider and review any tender documentation before such time as it is realised to the market.
- 7.4.3 The Owner may, but is not obligated to, take into account any comments Council may have on any tender documentation.

---

### **8. Construction of Infrastructure Projects**

The Owner agrees that in providing the Infrastructure Projects:

- 8.1.1 the Owner is responsible for all design and construction risks in relation to the provision of the Infrastructure Project; and
- 8.1.2 Council has no responsibility for any costs incurred by the Owner beyond the Infrastructure Project Value.

#### **8.2 Standard of work**

In addition to any other requirement in this Agreement, the Owner agrees that all work for an Infrastructure Project must:

- 8.2.1 Follow the process set out in the Cost Approvals Process;
- 8.2.2 accord with the Approved Plans;
- 8.2.3 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 8.2.4 comprise best industry practice to the extent required by the Approved Plans;
- 8.2.5 not encroach upon any land other than the land shown in the Approved Plans; and
- 8.2.6 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council in its capacity as development agency.

#### **8.3 Completion of an Infrastructure Project**

The Owner must complete each Infrastructure Project by the Provision Trigger, unless such Provision Trigger is extended by Council in its sole and absolute discretion.

#### **8.4 Access to other land**

- 8.4.1 Before accessing land owned by Council or a third party for the purpose of constructing an Infrastructure Project or undertaking any rectification of Defects in respect of the Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party, that person, that the Owner has:
  - (a) consent of the owner of land to access such land; and
  - (b) satisfied any condition of such consent.

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- 8.4.2 The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for that purpose.
- 8.4.3 Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be constructed and completed, maintained or repaired in accordance with this Agreement.

## 9. Certificate of Practical Completion

## 9.1 Certificate of Practical Completion

- 9.1.1 Council will issue a Certificate of Practical Completion for an Infrastructure Project when the Infrastructure Project, or any stage of it as specified in this Agreement or as otherwise agreed with Council, has been completed to the satisfaction of Council in accordance with this Agreement.
- 9.1.2 Where an Infrastructure Project constitutes a Recreation Infrastructure Project or Community Infrastructure Project, the Owner may procure from a third party, if agreed by Council, a Certificate of Practical Completion for that Recreation Infrastructure Project or Community Infrastructure Project and the provisions of clause 9.2 do not apply.
- 9.1.3 In making any determination as to an Infrastructure Project has achieved Practical Completion, Council may seek technical advice from a third party.

## 9.2 Procedure for Certificate of Practical Completion

The Parties agree that:

- 9.2.1 upon the completion of an Infrastructure Project, the Owner must notify Council and any other relevant authority;
- 9.2.2 within 10 Business Days of receiving notice of the completion of an Infrastructure Project from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Infrastructure Project and determine whether Council will issue a Certificate of Practical Completion;
- 9.2.3 prior to Council being required to issue a Certificate of Practical Completion, the Owner must provide to Council:
  - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
- 9.2.4 if Council is not satisfied with the Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
  - (a) identifies in what manner the Infrastructure Project is not satisfactorily completed; and
  - (b) what must be done to satisfactorily complete the Infrastructure Project.

- 9.2.5 Council may, notwithstanding a minor non-compliance or minor non-completion, determine to issue a Certificate of Practical Completion if Council in its capacity as Development Agency is satisfied that the proper construction of the Infrastructure Project can be secured or otherwise guaranteed to its satisfaction.

## 10. Risk

## 10.1 Care of the Infrastructure Project

Until a Certification of Practical Completion is issued in respect of an Infrastructure Project, responsibility for care of the Infrastructure Project will vest in the Owner.

## 10.2 Insurance

The Owner will procure any necessary insurances to cover the risks of undertaking each Infrastructure Project, including professional indemnity insurance where an Infrastructure Project involves design and otherwise public liability and contract works insurance and must provide evidence of those insurances to Council upon request.

### 10.3 Maintenance Period of Infrastructure Projects

- 10.3.1 Upon the issue of a Certificate of Practical Completion, an Infrastructure Project is subject to a Maintenance Period.
- 10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.
- 10.3.3 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.

- 10.3.2 The Owner must, during the Maintenance Period, rectify all Defects in each Infrastructure Project within a reasonable time of being notified by Council and the Owner must carry out those rectification works causing as little inconvenience to the occupants or users of each Infrastructure Project as is reasonably possible. For the avoidance of doubt, the Owner is responsible for all costs associated with the rectification of a Defect in an Infrastructure Project. A further Maintenance Period applies to all rectified Defects.

- 10.3.3 Council will be responsible for all ongoing repairs and maintenance of the Infrastructure Project following the expiration of the Maintenance Period.**

#### 10.4 Bank Guarantee

The Owner agrees that:

- 10.4.1 prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee in respect of that Infrastructure Project;
- 10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and
- 10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.

- 10.4.2 if the Owner fails to comply with a written direction from Council to rectify any notified Defects in an Infrastructure Project, Council may at its absolute discretion have recourse to the Bank Guarantee for the purposes of rectification of any Defects; and

- 10.4.3 the Bank Guarantee will be returned to the Owner after the Maintenance Period, less any amount applied to rectification of any Defects in the Infrastructure Project.



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## **11. Inner Public Purpose Land**

### **11.1 Timing of Provision of Inner Public Purpose Land**

The Parties agree that each parcel of Inner Public Purpose Land will be provided to Council at or before the Provision Triggers set out in Schedule 6.

### **11.2 Method of Provision of Inner Public Purpose Land**

The Owner agree that each parcel of Inner Public Purpose Land will be provided to Council in accordance with section 46GV(5) of the Act and for the purposes of section 46GV (6) the plan referred to in section 46GV(5) must be lodged for registration under section 22 of the *Subdivision Act 1988* within the time specified as the Provision Trigger in Schedule 6 to this Agreement.

### **11.3 Access to Inner Public Purpose Land**

Where under the Infrastructure Contributions Plan an Owner is required to provide any Inner Public Purposes Land to Council or any other authority, the Owner must provide reasonable access to that land, at no cost, to Council or any other relevant authority for the purpose of undertaking any surveys, testing, sampling or any other assessment that is reasonable related to the provision of infrastructure for which the Inner Public Purpose Land is intended.

### **11.4 Environmental Assessment regarding Inner Public Purpose Land**

The Owner covenants and agrees that prior to providing the Inner Public Purposes Land to or in Council, if the Owner has not already done so in response to a condition in or as a requirement of a Planning Permit, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that the Inner Public Purposes Land is suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

### **11.5 Payment of Land Credit Amount**

The Owner agrees that where under the Infrastructure Contributions Plan an Owner is entitled to a Land Credit Amount in respect of a land parcel as specified in the Infrastructure Contributions Plan and that land parcel forms part of the Subject Land under this Agreement, the Land Credit Amount will be paid to the Owner first as a Credit against the Owner's liability to pay Infrastructure Contributions and if the Credit is insufficient then, when the cash reserves of the relevant ICP account enable a cash payment to be made by a cash payment of any balance amount owing to the Owner.

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## **12. Credit and processing of credits**

### **12.1 Credit**

The Parties agree that:

- 12.1.1 the Owner will be entitled to a Credit for the Infrastructure Project Value from the commencement of this Agreement;
- 12.1.2 the Owner will not be required to pay the Monetary Component of the Infrastructure Contribution in cash until the Credit has been exhausted, determined as set out in clause 12.1.3;





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- 12.1.3 prior to the issue of a Statement of Compliance by Council for a Stage, Council must:
- (a) calculate the Monetary Contribution of the Infrastructure Contribution payable for such Stage(s) as at that date; and
  - (b) deduct the amount calculated under clause (a) from the Credit until the Credit has been exhausted; and
- 12.1.4 when the amount of the Infrastructure Contribution payable in relation to a Stage exceeds the amount of the Credit remaining:
- (a) in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Infrastructure Contribution payable in relation to that Stage that exceeds the amount of Credit remaining prior to the issue of a Statement of Compliance; and
  - (b) in relation to subsequent Stages, the Owner must pay the Infrastructure Contribution in cash prior to the issue of a Statement of Compliance.
- 12.1.5 when the amount of the Credit that the Owner is entitled to exceeds the Infrastructure Contribution payable in relation to a Stage:
- (a) the Credit remaining shall be applied to the Infrastructure Contribution payable in the next Stage; and
  - (b) where at the final Stage the Owner has a Credit remaining, and clause 12.3 is not applicable, Council will pay the remaining amount of the Credit in cash as reasonably promptly as the cash reserves of the relevant ICP account enable that payment to be made.

### 12.2 Exhaustion of Credit

When the amount of the Monetary Component of an Infrastructure Contribution payable in relation to a Stage exceeds the amount of the Credit remaining:

- 12.2.1 the Owner must pay in cash an amount equal to the amount of the Monetary Component of the Infrastructure Contribution payable in relation to that Stage that exceeds the amount of the Credit remaining prior to the issue of a Statement of Compliance; and
- 12.2.2 in relation to subsequent Stages, the Owner must pay the Monetary Component of the Infrastructure Contribution in cash prior to the issue of a Statement of Compliance for each Stage or as otherwise agreed by Council.

### 12.3 Rollover of Credit and Equalisation Payment

The Parties agree that, if the Owner is entitled to a Credit the Parties agree:

- 12.3.1 Council may, apply such Credit towards the Monetary Component of any Infrastructure Contribution for any other parcel of land which is covered by the Infrastructure Contributions Plan and owned by the Owner; and
- 12.3.2 if a Credit is to be applied to any other land parcel under clause 12.3.1, the Parties agree to use their best endeavours to amend this Agreement or enter into a new agreement containing substantially the same terms as appropriate as this Agreement, save that it



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- (a) applies to the certificate of title of that other land; and
- (b) reflects the Infrastructure Projects that remain to be completed by the Owner.

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### **13. Localised Infrastructure**

The Parties acknowledge that:

- 13.1.1 this Agreement is intended to relate only to the infrastructure that is funded by the Infrastructure Contributions Plan and not Localised Infrastructure; and
- 13.1.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

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### **14. Further obligations of the Parties**

#### **14.1 Transaction costs**

Where the Owner is required to transfer or vest land, the Owner is responsible for the payment of all costs and disbursements associated with that transfer or vesting as the case may be.

#### **14.2 Notice and registration**

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

#### **14.3 Further actions**

The Owner:

- 14.3.1 must do all things necessary to give effect to this Agreement;
- 14.3.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act; and
- 14.3.3 agrees to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

#### **14.4 Council's costs to be paid**

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

- 14.4.1 drafting, finalising, signing, recording and enforcing this Agreement;
- 14.4.2 drafting, finalising and recording any amendment to this Agreement; and

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

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- 14.4.3 drafting, finalising and recording any document to give effect to the ending of this Agreement.

#### 14.5 Interest for overdue money

The Owner agrees that:

- 14.5.1 the Owner must pay to Council interest at the same rate used under section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date; and
- 14.5.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**15. Agreement under section 173 of the Act**

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

## 16. Owner's warranties

- 16.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 16.2 The Owner warrants that:
- 16.2.1 the Inner Public Purpose Land is free of contamination of any kind which would make the Inner Public Purpose Land unsuitable for its intended purpose as set out in the Precinct Structure Plan; and
- 16.2.2 the Inner Public Purpose Land is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be used as set out in the Precinct Structure Plan.

## 17. Successors in title

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

- 17.1.1 give effect to this Agreement; and
- 17.1.2 enter into a deed agreeing to be bound by the terms of this Agreement.

## 18. General matters

## 18.1 Notices

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



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- 18.1.1 personally on the other Party;
- 18.1.2 by leaving it at the other Party's Current Address;
- 18.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 18.1.4 by email to the other Party's Current Email.

**18.2 No waiver**

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

**18.3 Severability**

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

**18.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**18.5 Inspection of documents**

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

**18.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

**18.7 Mortgagee**

The Mortgagee by its consent to this Agreement acknowledges and agrees that if it ever becomes Mortgagee-in-possession of the Subject Land it will be bound by the provisions of this Agreement.

**18.8 Caveator**

The Caveator by its consent to this Agreement consents to the recording of this Agreement on the certificate of title to the Subject Land.



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**19. GAIC**

- 19.1 The Owner acknowledges and agrees that apart from the Inner Public Purpose Land specified in Schedule 5, all Inner Public Purpose Land provided to Council must have the Inherent GAIC Liability discharged prior to it being provided to Council and to the extent it is not, the Owner remains liable to Council for any GAIC liability subsequently incurred by Council as a result of its development.
- 19.2 The Parties agree that clause 19.1 survives the termination of this Agreement
- 19.3 The Owner must provide a certificate of release under section 201SY of the Act confirming the release of the Inner Public Purpose Land referred to in clause 19.1 from its Inherent GAIC Liability.

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**20. Foreign resident capital gains withholding**

**20.1 Definitions**

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

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

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

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

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

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

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

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

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

**20.2 Foreign resident status of Owner**

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

**20.3 Excluded transaction**

20.3.1 Clause 20.5 does not apply if:

- (a) the transfer or vesting of the Land Project is an Excluded Transaction; and

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

20.3.2 Without limiting clause 20.3.1, the transfer or vesting of a Land Project is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000.

### 20.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project then Council will adjust the withholding amount (as specified in clause 20.5 below) in accordance with the Variation Notice.

### 20.5 Withholding

20.5.1 This clause 20.5 applies if the Owner is taken to be foreign residents under clause 20.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project is an Excluded Transaction under clause 20.3.

20.5.2 Subject to clauses 20.5.3 and 20.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 20.4,

(the **withholding amount**).

20.5.3 Subject to clause 20.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4 -

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

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

- (a) a cash payment equal to 12.5% of the market value of the Land Project valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 20.4,

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

## 20.6 Council to remit withholding amount

20.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 20.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
  - (i) Council receiving a transfer of land in respect of the Land Project in registrable form; or
  - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

## 20.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 20.5.

## 20.8 Owner to co-operate

20.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
  - (i) a Clearance Certificate has been provided to Council; or
  - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 20.5;
- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

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

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## 20.9 Owner's and Developer's warranty

The Owner warrants that the information provided to Council under this clause 20 is true and correct.

## 20.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 20.

## 21. GST

21.1 In this clause words that are defined in the GST Act have the same meaning as their definition in that Act.

21.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

21.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 21.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

21.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 21.3.

## 22. Commencement of Agreement

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

## 23. Amendment of Agreement

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

23.2 This Agreement may also be amended by a further agreement between Council and any person who is burdened by any of the covenants in this Agreement.

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

## 24. Ending of Agreement

24.1 The:

24.1.1 obligations of the Owner pursuant to this Agreement end in relation to the balance of the Subject Land apart from Residential Lots (refer clause 24.4), when the Owner has complied with all of the Owner's obligations under this Agreement;



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

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- 24.1.2 obligations of Council pursuant to this Agreement only end upon satisfaction of the Council's obligations pursuant to clause 11.5; or
- 24.1.3 otherwise by agreement between the Parties in accordance with section 177 of the Act.
- 24.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land which is not a Residential Lot. or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 24.3 Council will not unreasonably withhold its consent to a written request made to remove a recording of this Agreement against any part of the Subject Land if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 24.4 Upon the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 24.5 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 24.6 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.



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**Schedule 1      Infrastructure Contributions Plan and  
Precinct Structure Plan**

**Cardinia Creek South Infrastructure Contributions Plan as incorporated in the Planning Scheme.**

**Cardinia Creek South Precinct Structure Plan as incorporated in the Planning Scheme**

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Schedule 2	Subject Land
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Address	Land (Volume and Folio)	Land Budget Property Number			Planning Permit Ref.
1895 Ballarto Road, Clyde VIC 3978	Volume 6330 / Folio 985	20			Pin A01020/19 issued on 7 April 2020.

Volume 6330 / Folio 985	20		
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## Schedule 3      Planning Permit

Planning Permit No. Pln A01020/19 issued on 7 April 2020

AU510877P

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## Schedule 4 Maintenance Period

### Maintenance Period

Infrastructure Type	Maintenance Period
Soft Landscaping	As per Planning Permit
Transport Infrastructure Project	12 months (in addition to any maintenance period required by the relevant authority)
Community Infrastructure Project	N/A
Recreation Infrastructure Project	N/A

Schedule 5	GAIC
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Project Number/Description in ICP	Description of the Inner Public Purpose Land Space Land and intended public purpose	Size of the area involved
NIL	NIL	NIL



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## Schedule 6 Inner Public Purpose Land

		As shown on the Endorsed Plans.	Area (ha)	Milestone for transfer of vesting of the Land Project	Agreed Land Value	Funding Source	Utilising for Payment (i.e. for the Project)
RD-06	Bells Road. Provision of land for 2-lane carriageway (ultimate treatment), excluding intersections.	As shown on the Endorsed Plans.	1.3256ha	Prior to or concurrent with the relevant stage as described in the Endorsed Plans to the Planning Permit	\$11,111,081.05 is the total claimable sum available for all Inner Public Purpose Land to be vested to Council. If less land is handed over than what is stipulated in the ICP, payments will adjust accordingly.	Infrastructure Contribution Plan Credit and clause 12.1.5 of the Agreement	Credit provided from the time of the issue of the Statement of Compliance for Stage 1.
IN02	Bells Road / South Connector intersection (Clyde DCP IN 54-12). Provision of land (relevant part within the ICP only) for an intersection (ultimate treatment)		0.1042ha		The total value available will change periodically in line with the land valuation methodology outlined within the Ministerial Direction on the Preparation and Content of Infrastructure Contribution Plans and in accordance any amendments to the ICP.		
IN03	Bells Road / Ballarto Road intersection (Clyde DCP IN 54 20). Provision of land (relevant part within the ICP only) for an intersection (ultimate treatment).		0.3902ha				
IN12	Ballarto/North Connector T-Intersection. Provision of land for T-Intersection (ultimate treatment)		0.3771ha				



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Maddocks		Mission for transfer or vesting of the Land Project	Agreed Land Value	Funding Source	Project Name/Code/Ref
CI-04	Ballarto Road Family and Community Centre. Provision of land for community centre	0.8ha			
	Ballarto Road Local Sports Reserve. Provision of land for local sports reserve	9.00ha			
	Provision of land for local park	1.00ha			
SR-04					
LP-19					





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## Schedule 7      Public Land - Land Credit Amount and Land Equalisation Amounts

Agreed Land Credit Amount and Agreed Land Equalisation Amount in respect of Inner Public Purpose Land

Project Number/Description in ICP of Inner Public Purpose Land parcel	Agreed Land Credit Amount	Agreed Land Equalisation Amount
RD-06	In accordance with the ICP	In accordance with the ICP
IN-02	In accordance with the ICP	In accordance with the ICP
IN-03	In accordance with the ICP	In accordance with the ICP
IN-12	In accordance with the ICP	In accordance with the ICP
CI-04	In accordance with the ICP	In accordance with the ICP
SR-04	In accordance with the ICP	In accordance with the ICP
LP-19	In accordance with the ICP	In accordance with the ICP

The Agreed Land Credit Amount (if any) is to be paid to the Owner on a proportional basis stage by stage with each payment being calculated having regard to the extent of the Subject Land in a given stage as compared to the total area of the Subject Land. The payment is to be made by Council within 14 days of the issue of a Statement of Compliance for that stage.

The Agreed Land Credit Amount and the Agreed Land Equalisation Amount are subject to change in the same way and at the same time that the Land Credit Amount and the Land Equalisation Amount are varied and or recalculated by the Infrastructure Contribution Plan.



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## Schedule 8 Transport Infrastructure Projects

Project ID		As described in the ICP or as otherwise required by Transport for Victoria and Council as Responsible Authority.	In accordance with the Endorsed Plans	Agreed Project Value	Funding Source	Timing for Credit/Reimbursement Payment
IN-12	T intersection: Ballarto / North Connector. Construction of secondary arterial to connector signalised T-intersection (interim treatment).			The amount listed in Council's latest Priority List and Implementation Strategy for the ICP and limited to the extent delivered, or the actual cost of construction, whichever is the lesser amount. Indexation will apply.  Note – Funding from the ICP is limited to an amount representing the proportion of the relevant project described in the cost estimate contained in the PLIS that is actually delivered.	Infrastructure Contribution Plan Credit with a final cash payment for outstanding balance as per terms in "Timing for Credit/Reimbursement Payment" column	Credit will be granted upon the latter of approval of a satisfactory claim for the Agreed Project Value and the issue of a Certificate of Practical Completion for each of the listed Infrastructure Projects.  A final reconciliation cash payment of the remaining outstanding Agreed Project Values will be withheld until:
RD-06	Bells Road: South Connector Road to Ballarto Road Construction of a 2-lane carriageway (interim treatment) from South Connector Intersection to Clyde Creek Crossing					<ul style="list-style-type: none"> <li>The receipt of Certificate of Practical Completion for the last of all Infrastructure Projects provided that the works are to the satisfaction of the Development Agency.</li> <li>The collection of sufficient cash reserves within the ICP to facilitate a cash payment</li> </ul>

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000

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Schedule 9      Community Infrastructure Projects

Community Infrastructure Projects

ICP Project No.	Description of the Community Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value
N/A	N/A	N/A	N/A

## Recreation Infrastructure Projects

ICP Project No.	Description of the Recreation Infrastructure Project	Provision Trigger	Agreed Infrastructure Project Value
N/A	N/A	N/A	N/A

[8476407: 29524902\_1]

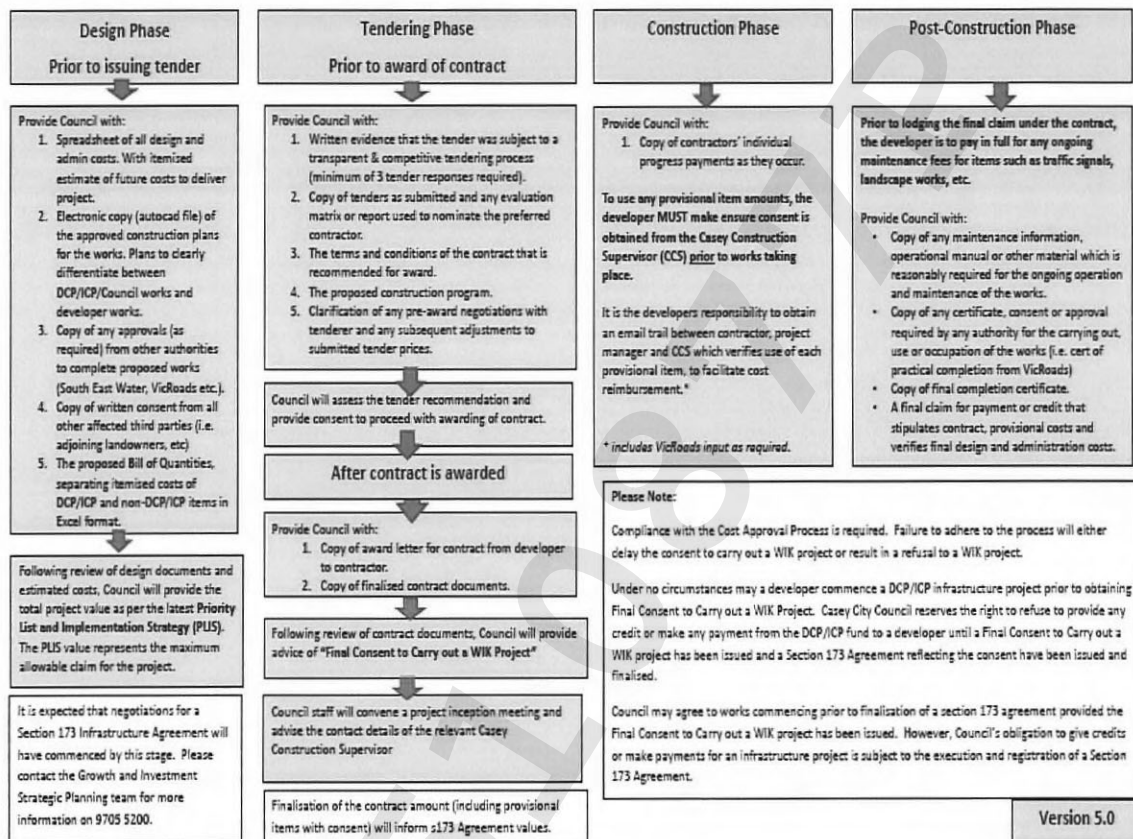


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## Schedule 11 Cost Approvals Process

### Cost Approval Process for Contributions Plan-funded Road Infrastructure Projects

Works proposed for projects listed in a Development Contributions Plan (DCP) or Infrastructure Contributions Plan (ICP) are required to demonstrate that the procurement of the works has been subject to a competitive tendering process. Developers are required to address the following to ensure future eligibility for funding and/or credit as a Work-in-Kind (WIK) project.



Version 5.0

## Signing Page

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



Manager Growth and Investment  
KATHRYN SIERLES

Signature of Sole Director and Sole  
Company Secretary

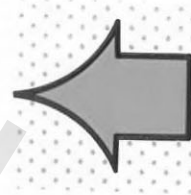
Print full name



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Mortgagee's Consent

Australia and New Zealand Banking Group as Mortgagee under instrument of mortgage no. AT272693G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.



**SIGN  
HERE**

EXECUTED for and on behalf of  
AUSTRALIA AND NEW ZEALAND  
BANKING GROUP LIMITED  
ABN 11 005 357 522 under Power of Attorney  
dated 28/6/2019, and registered in Victoria  
Permanent Order Book No 277 Page 17 Item 9  
by MATTHEW CAN who certifies that he/she  
is a Relationship Manager and that he/she has not  
received notice of revocation of the Power  
in the presence of:

Signature of Attorney

Signature of Witness

833 Colling St, Docklands  
Address of Witness

4 1 1 0 8 7 7 P

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Caveator's Consent

Life Investments 2 Pty Ltd as Caveator under instrument no. AT403411V consents to recording of this Agreement on the relevant Certificate of Title comprising the Subject Land.

.....

AU510877P



# THOMSON GEER

LAWYERS

Level 39, Rialto South Tower  
525 Collins Street  
Melbourne VIC 3000 Australia

GPO Box 375 Melbourne VIC 3001  
DX 208 Melbourne

T +61 3 8080 3500  
F +61 3 8080 3599

Our ref VMS:XI:4603490

1 June 2021

Land Victoria  
2 Lonsdale Street  
MELBOURNE VIC 3000

Dear Sir/Madam

**Property: 1895 Ballarto Road, Clyde**  
**Registered Proprietor: Greenridge (Ballarto Road) Pty Ltd ACN 622 946 155**  
**Certificate of Title: Volume 6330 Folio 985**

We act on behalf of Lifestyle Investments 2 Pty Ltd ACN 147 278 091, being the Caveator under Caveat No AT403411V as registered on the Certificate of Title.

We confirm our client's consent the registration of the agreement under Section 173 of the Planning and Environment Act 1987 between the Registered Proprietor and City of Casey with respect to the abovementioned Property.

If you have any queries, please contact Ximena Ilich on (03) 8080 3715.

Yours faithfully  
**THOMSON GEER**



**Vicki Sharp**

Partner

T +61 3 9641 8668

M +61 411 048 703

E vsharp@tglaw.com.au

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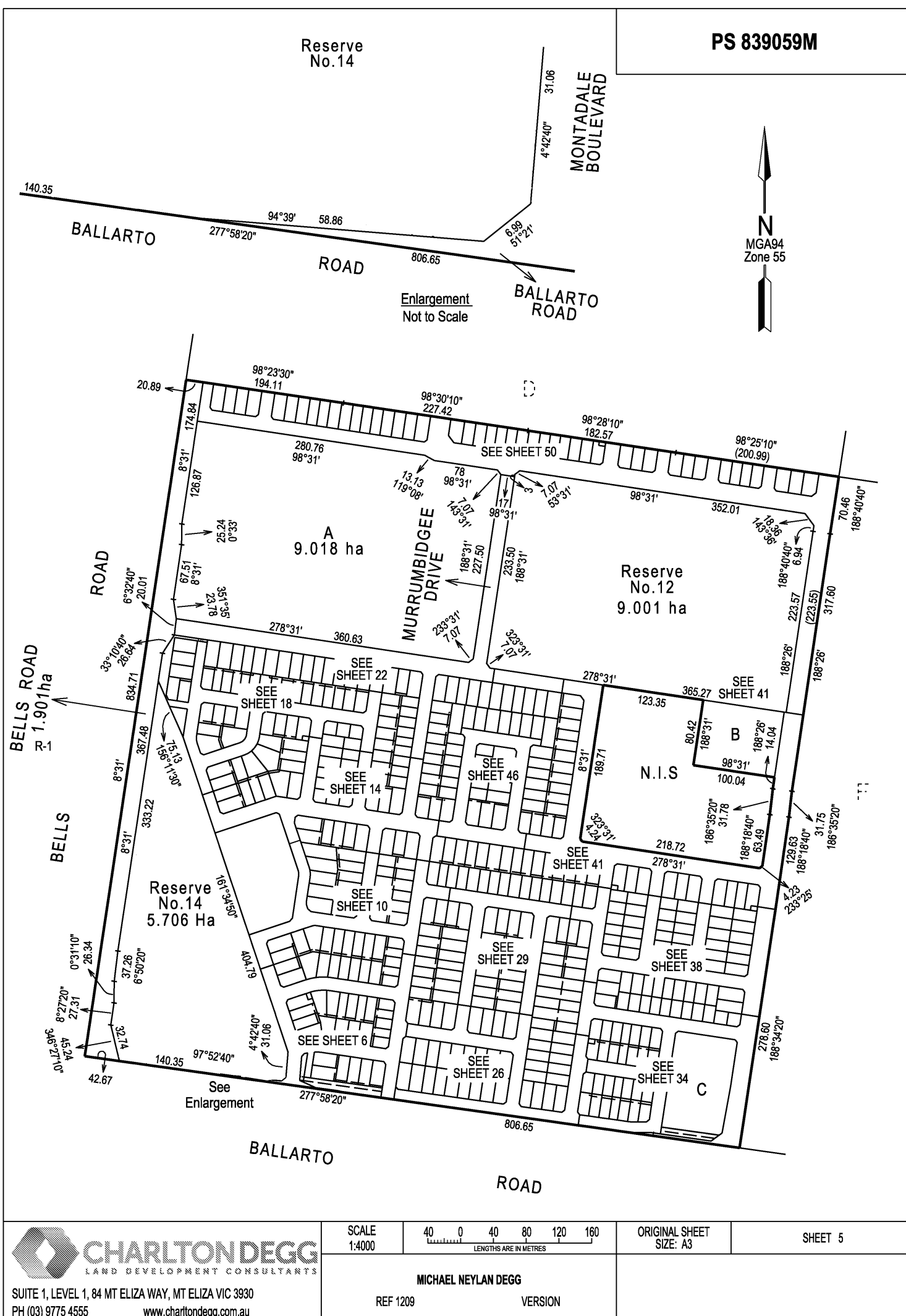
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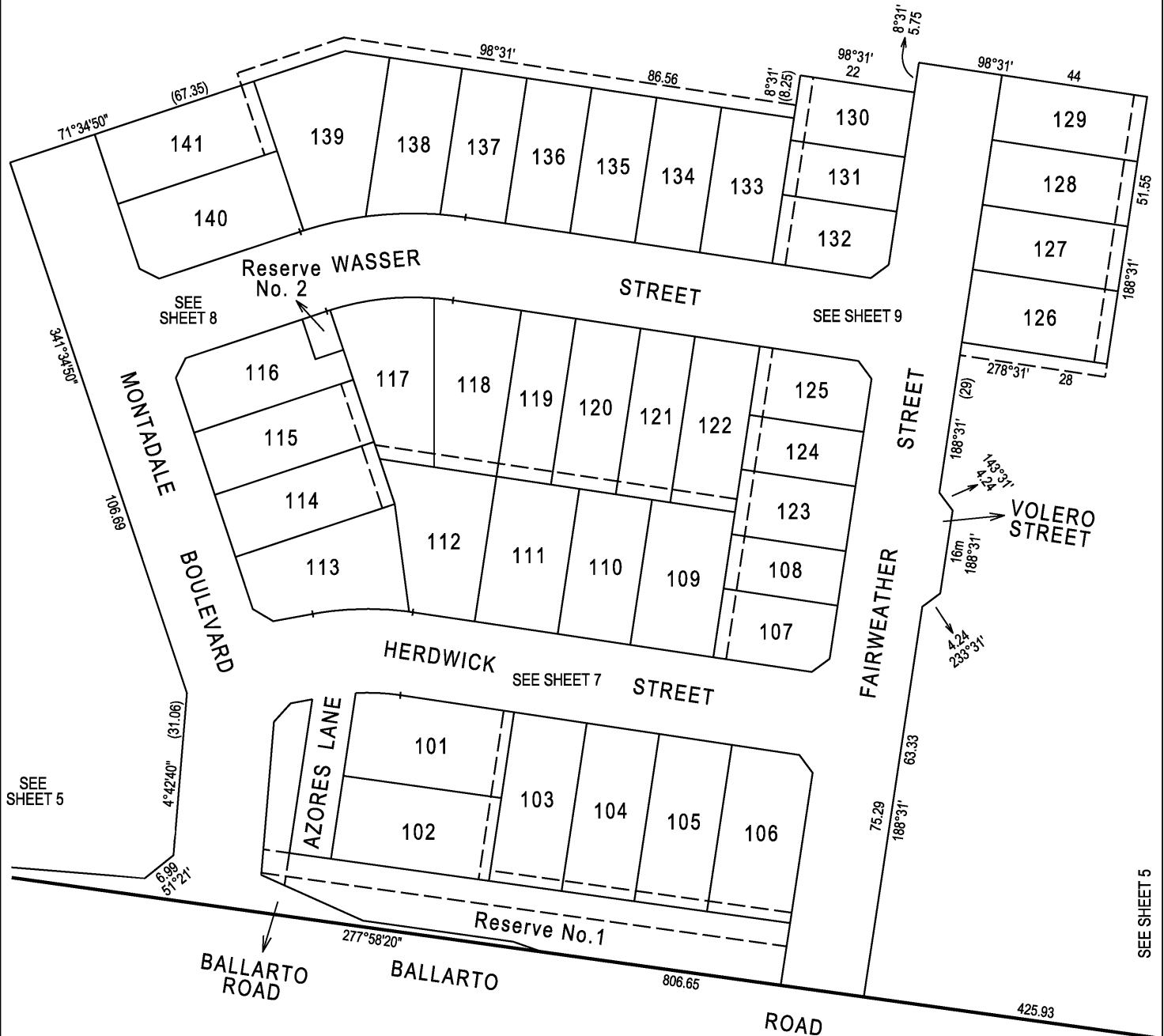
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Vesting of Roads and/or Reserves			
Identifier	Council/Body/Person	Identifier	Council/Body/Person
Roads R-1 to R-12	City of Casey	Reserve No.1 Reserve No.2 & No.3 Reserve No.4 Reserve No.5 Reserve No.6 Reserve No.7 & No.8 Reserve No.9 & No.10 Reserve No.12 Reserve No.13 Reserve No.14	City of Casey Ausnet Electricity Services Pty Ltd ABN 91 064 651 118 City of Casey Ausnet Electricity Services Pty Ltd ABN 91 064 651 118 City of Casey City of Casey City of Casey Ausnet Electricity Services Pty Ltd ABN 91 064 651 118 City of Casey Ausnet Electricity Services Pty Ltd ABN 91 064 651 118 The Minister for Environment
 <b>CHARLTON DEGG</b> LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555      www.charltondegg.com.au		SURVEYORS FILE REF: 1209      VERSION:	ORIGINAL SHEET SIZE: A3      SHEET 2
		MICHAEL NEYLAN DEGG	

PLAN OF SUBDIVISION			LV USE ONLY EDITION	PS 839059M
EASEMENT INFORMATION				
<b>Legend:</b> A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 & E-9	Sewerage	See Diag.	This Plan	South East Water Corporation
E-3 & E-9	Drainage	See Diag.	This Plan	City of Casey
E-5 & E-8	Sewerage	4.50	PS 839060D	South East Water Corporation
E-7, E-8 & E-23	Supply of Water (Underground Pipes)	See Diag.	This Plan	South East Water Corporation
E-7 & E-8	Supply of Gas	See Diag.	This Plan	Australian Gas Networks (VIC) Pty Ltd
E-16	Telecommunications (Transmission of Telecommunication signals by underground cables)	See Diag.	This Plan	Lots in this plan
E-16 & E-23	Powerline	See Diag.	This Plan Section 88 Electricity Industry Act 2000	Ausnet Electricity Services Pty Ltd ABN 91 064 651 118
 <b>CHARLTON DEGG</b> LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555      www.charltondegg.com.au		SURVEYORS FILE REF: 1209      VERSION:		ORIGINAL SHEET SIZE: A3      SHEET 3
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PLAN OF SUBDIVISION				LV USE ONLY EDITION		PS 839059M	
Lot & Reserve Index							
Lot	Sheet	Lot	Sheet	Lot	Sheet	Reserve	Sheet
101-114	7					Reserve No.1	7
115-120	8					Reserve No.2	8
121-135	9					Reserve No.3	28
136-141	8					Reserve No.4	14
201-208	11					Reserve No.5	15
209-231	12					Reserve No.6 - No.7	21
232-242	13					Reserve No.8	37
301-308	27					Reserve No.9	40
309-311	28					Reserve No.10	44
312-324	27					Reserve No.12	5
325-341	28					Reserve No.13	52
401-406	16					Reserve No.14	5
407-418	17						
419-433	16						
434-443	15						
501-509	19						
510-531	20						
532-537	21						
538-544	19						
545-549	21						
601-611	23						
612-623	24						
624-634	25						
701-728	35						
729-740	36						
741-745	37						
801-806	39						
807-837	40						
838-856	39						
901-918	30						
919-936	31						
937-941	32						
942-948	33						
1001-1011	42						
1012-1021	43						
1022-1027	44						
1028-1031	45						
1101-1109	47						
1110-1115	48						
1116-1130	49						
1131-1136	48						
1137	47						
1138-1142	48						
1143-1145	47						
1146-1150	48						
1201-1208	51						
1209-1218	52						
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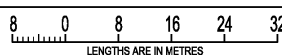
**PS 839059M**

PS 839059M



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1:800



MICHAEL NEYLAN DEGG

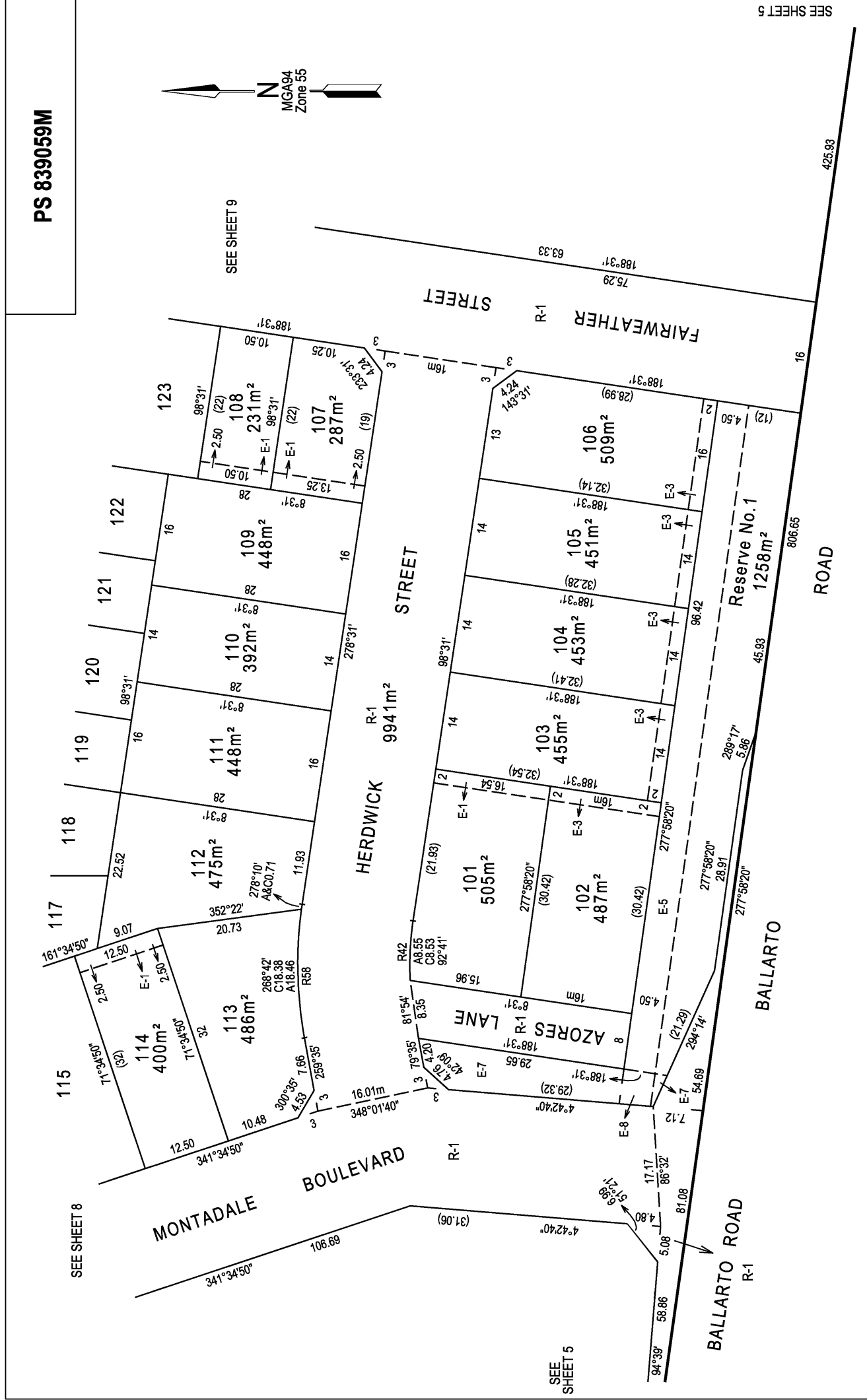
REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 6





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SCALE  
1:500

5 0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 7

REF 1209

MICHAEL NEYLAN DEGG

VERSION

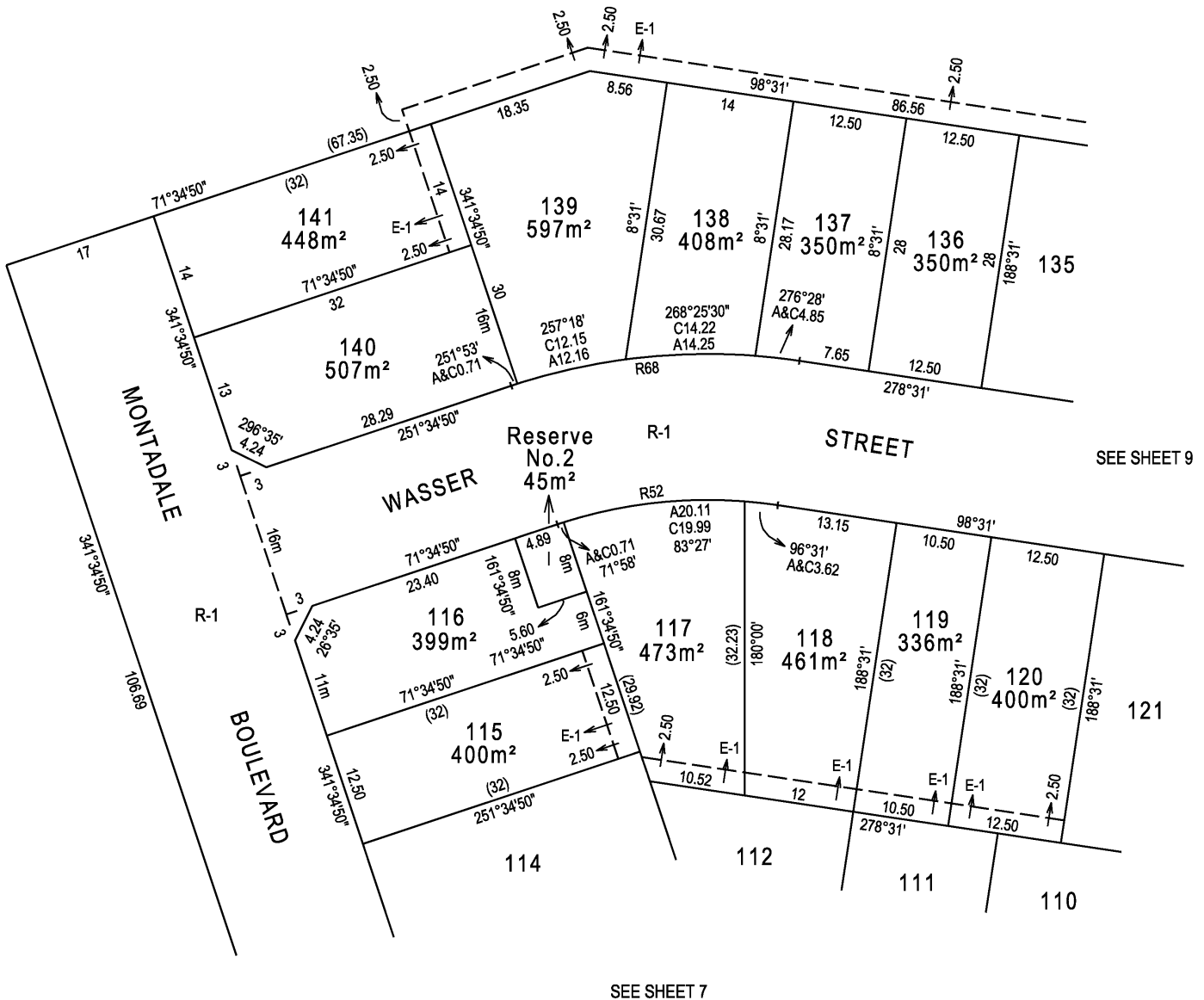
SEE SHEET 5

SEE  
SHEET 5

SEE SHEET 8

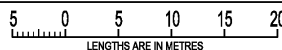
SEE SHEET 9

PS 839059M



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PH (03) 9775 4555 [www.charltondegg.com.au](http://www.charltondegg.com.au)

SCALE  
1:500



MICHAEL NEYLAN DEGG

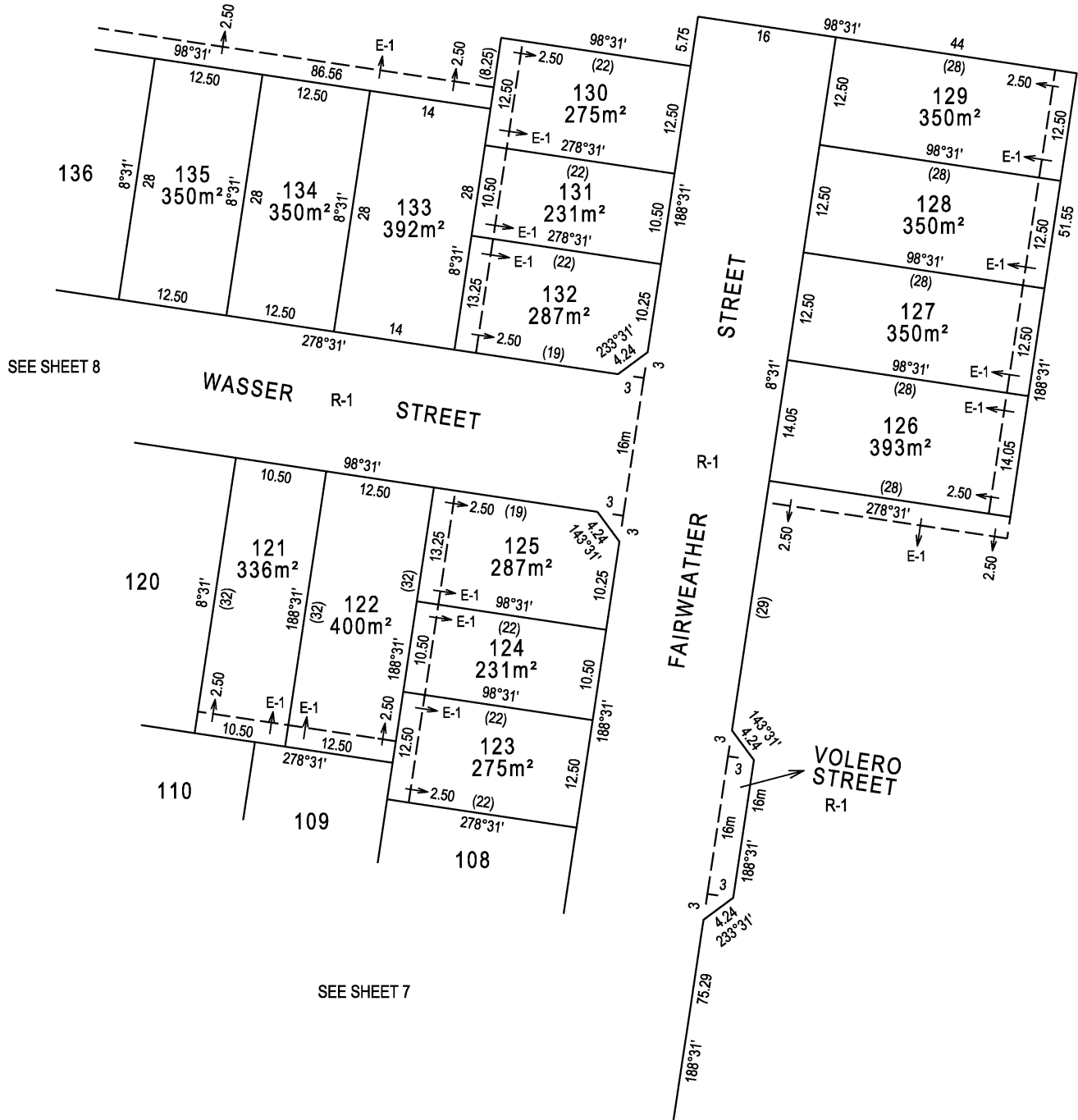
REF 1209

VERSION

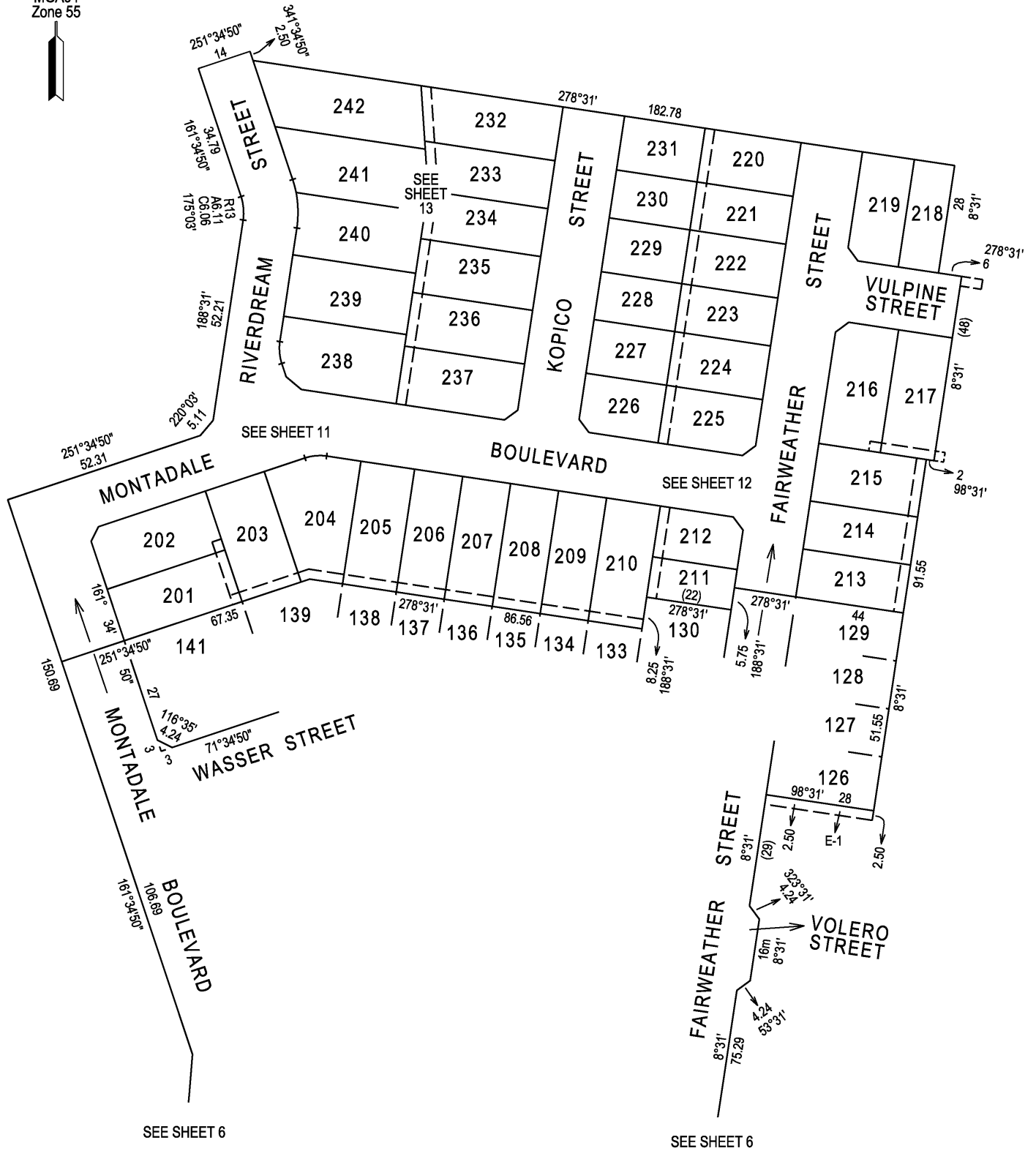
ORIGINAL SHEET  
SIZE: A3

SHEET 8

PS 839059M



PS 839059M





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	<div> <div> <b>MICHAEL NEYLAN DEGG</b>             REF 1209         </div> <div>           VERSION         </div> </div>					

**PS 839059M**

SEE  
SHEET 13

232

233

234

235

236

237

SEE  
SHEET 13

SEE SHEET 11

208

135

MONTADALE BOULEVARD

FAIRWEATHER

VULPINE  
STREET

N  
MGA94  
Zone 55



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SCALE  
1:500

5 0 5 10 15 20

LENGTHS ARE IN METRES

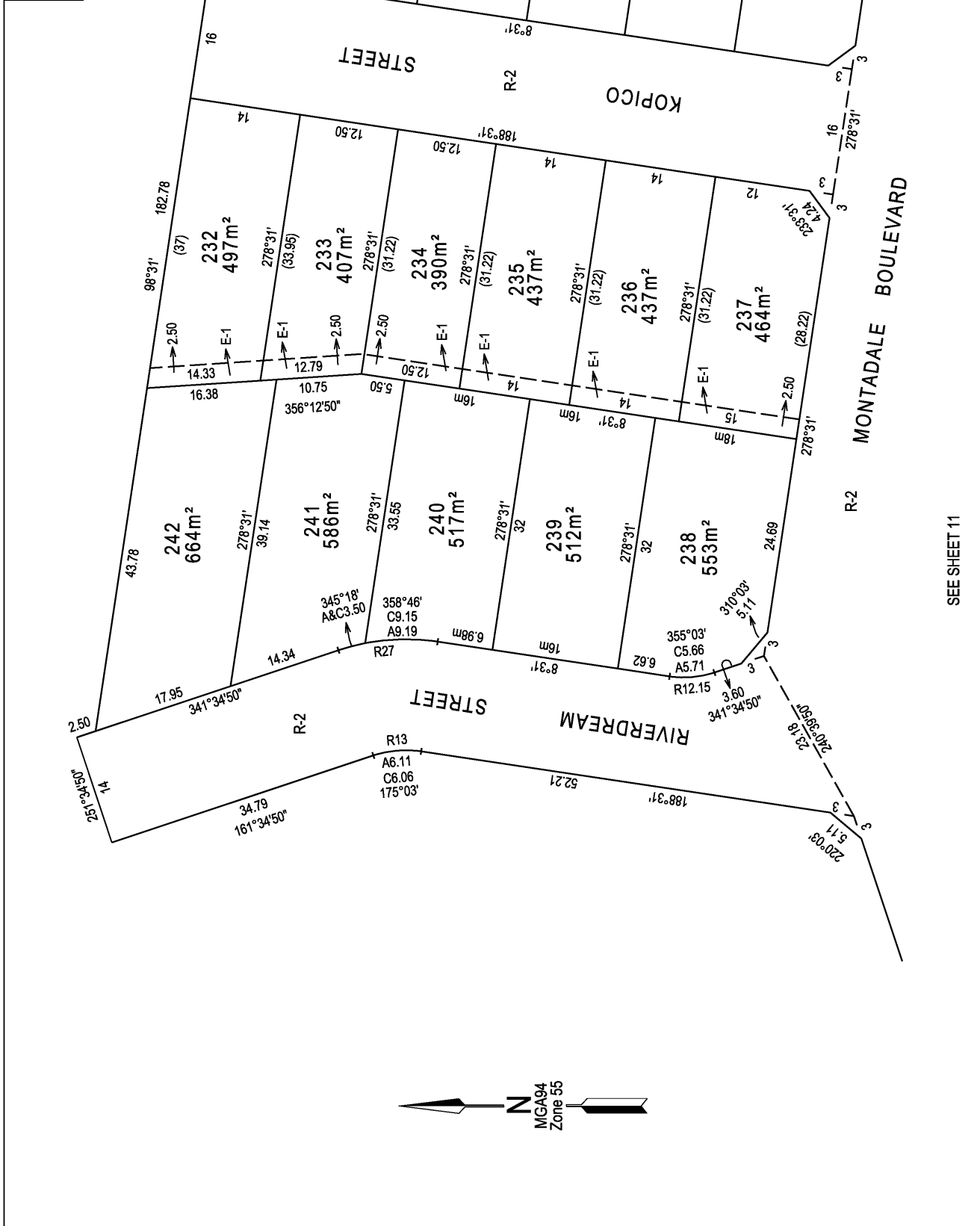
**MICHAEL NEYLAN DEGG**


REF 1209

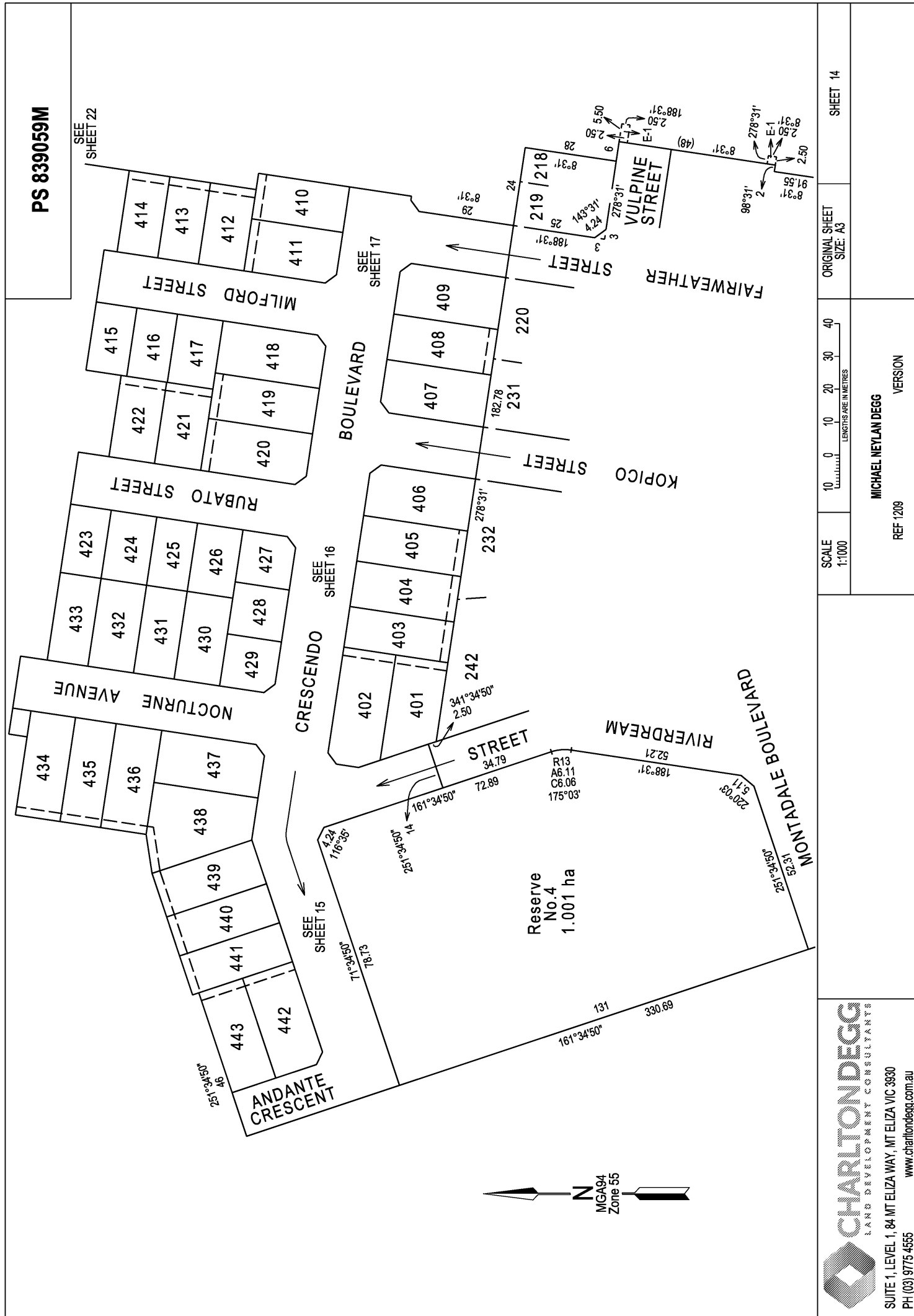
VERSION

ORIGINAL SHEET  
SIZE: A3

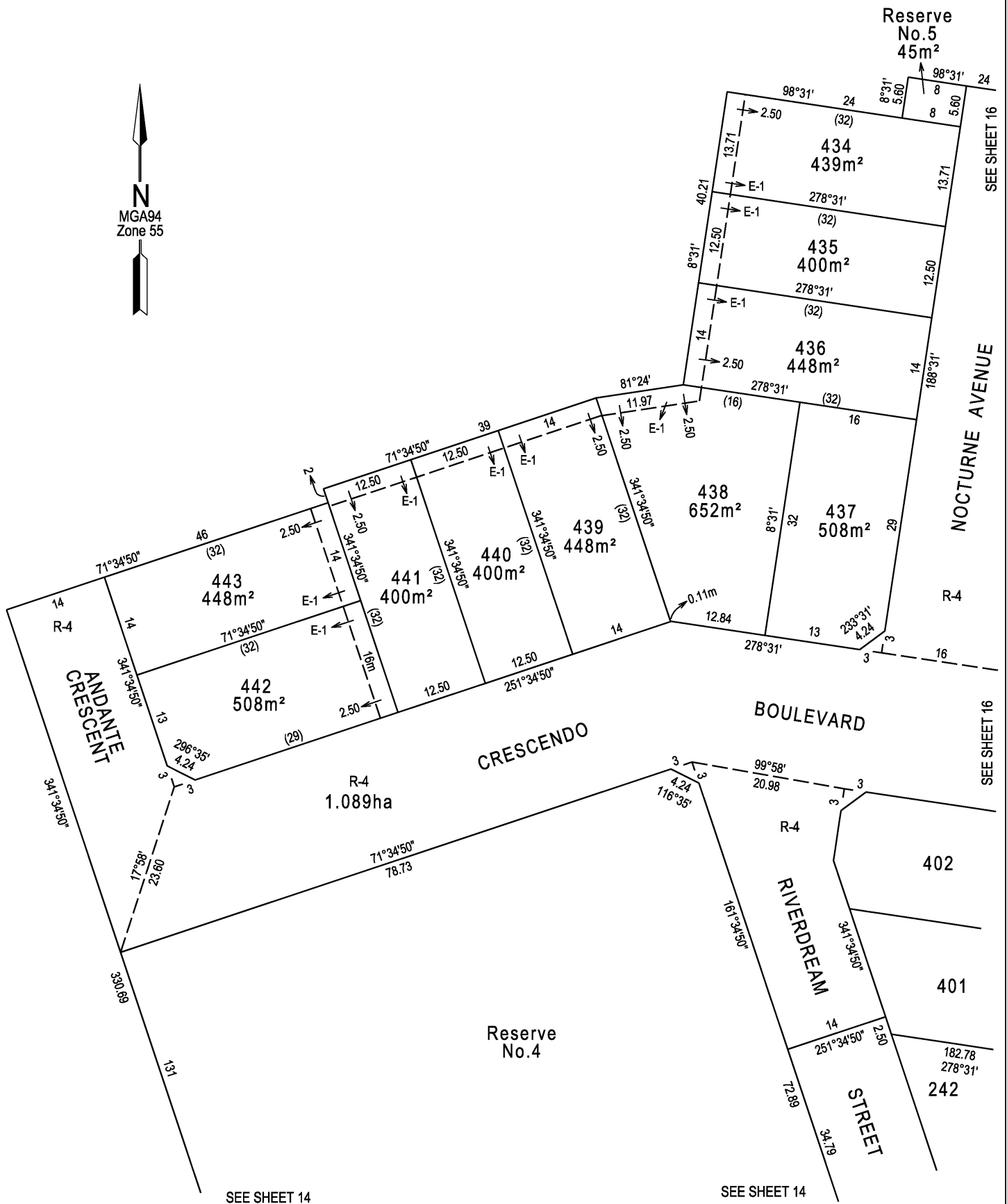
SHEET 12



 <b>CHARLTONDEGG</b> LAND DEVELOPMENT CONSULTANTS SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 <a href="http://www.charltondegg.com.au">www.charltondegg.com.au</a>	SCALE 1:500		5 0 5 10 15 20 <small>LENGTHS ARE IN METRES</small>	ORIGINAL SHEET SIZE: A3	SHEET 13
	<div> <div> <b>MICHAEL NEYLAN DEGG</b>             REF 1209         </div> <div>           VERSION         </div> </div>				

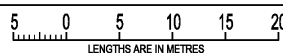






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LAND DEVELOPMENT CONSULTANTS

SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

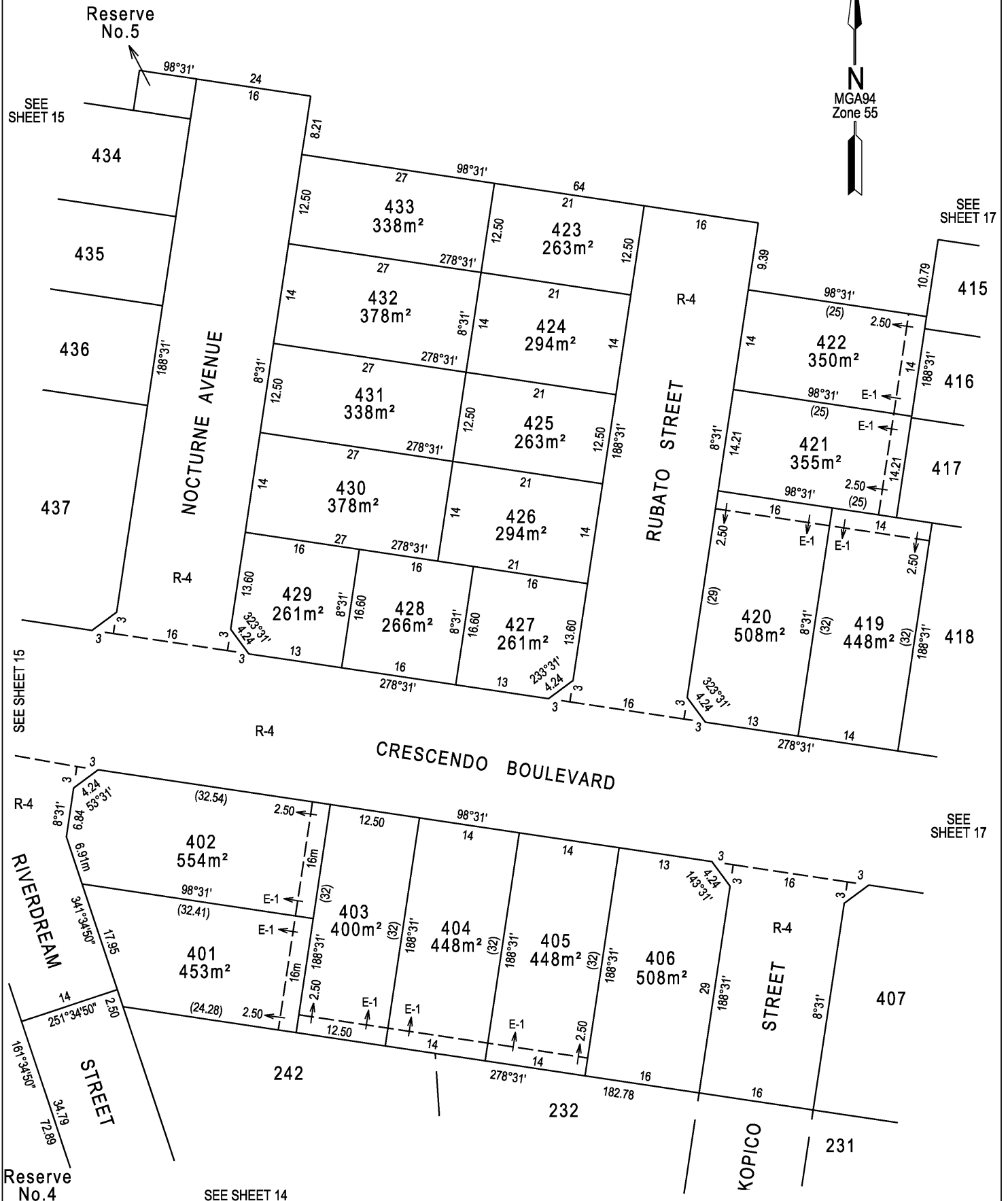
SHEET 15

**MICHAEL NEYLAN DEGG**

REF 1209

VERSION

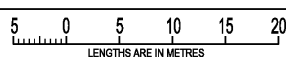
PS 839059M



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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 16

MICHAEL NEYLAN DEGG

REF 1209

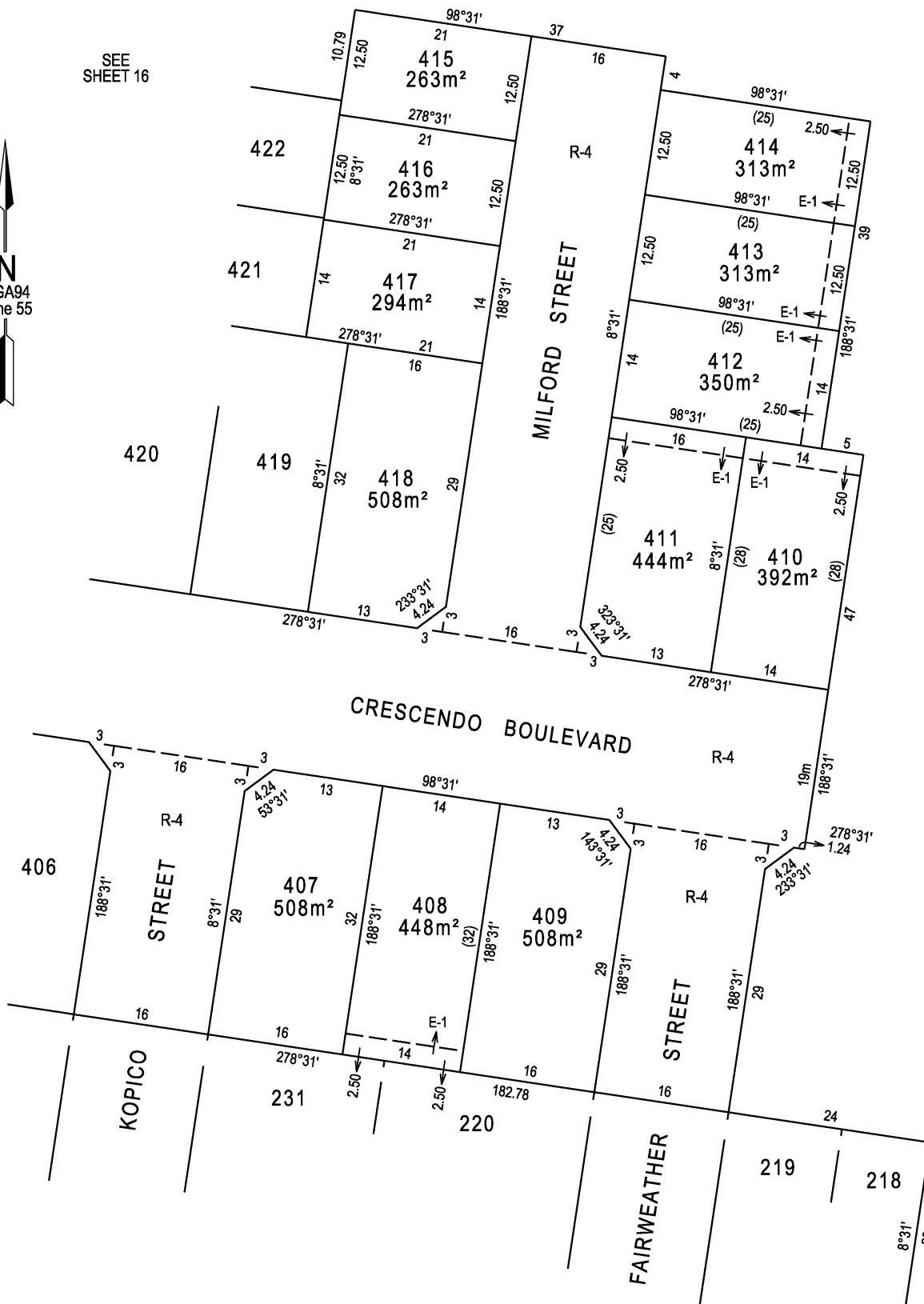
VERSION

PS 839059M

SEE  
SHEET 16



SEE  
SHEET 16

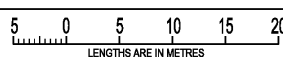


SEE SHEET 14



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
PH (03) 9775 4555 [www.charltondegg.com.au](http://www.charltondegg.com.au)

SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

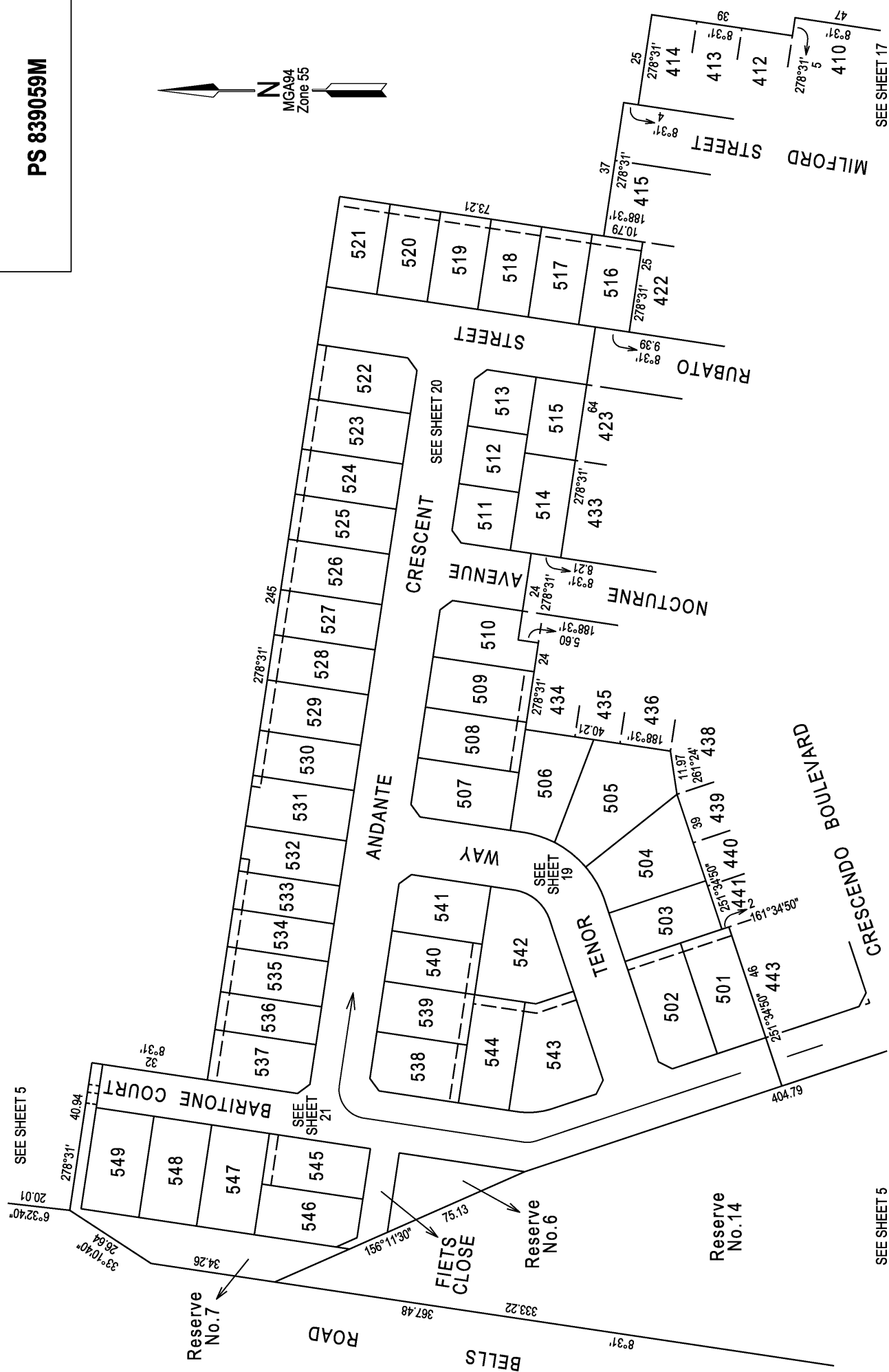
SHEET 17

MICHAEL NEYLAN DEGG

REF 1209

VERSION

**PS 839059M**



**SEE SHEET 5**

SEE SHEET 17

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REF 1209

**MICHAEL NEYLAN DEGG**

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 18

10 20

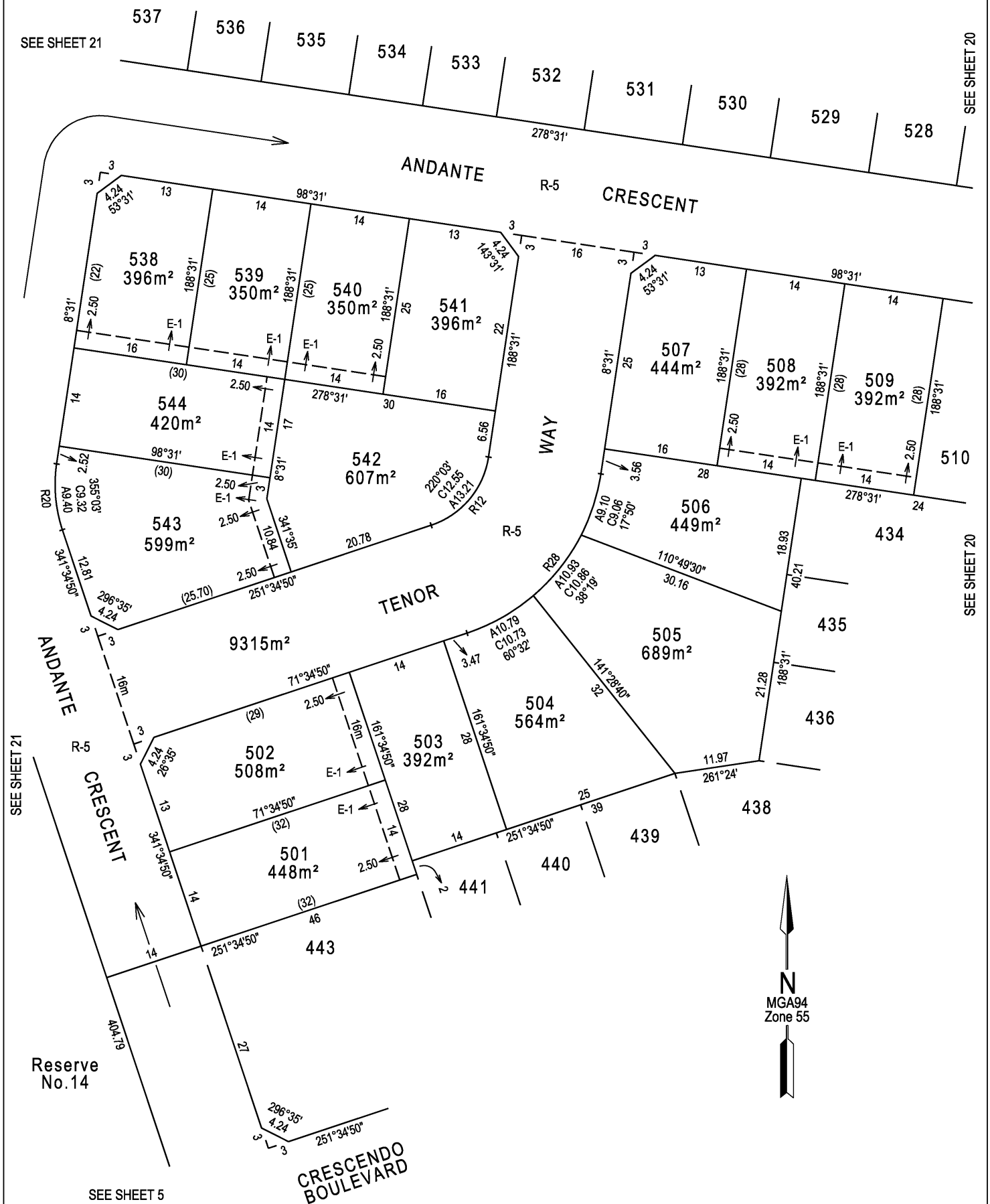
LENGTHS ARE IN METRES

10 20

LENGTHS ARE IN METRES

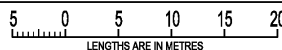
30	40
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PS 839059M



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
PH (03) 9775 4555 [www.charltondegg.com.au](http://www.charltondegg.com.au)

SCALE  
1:500



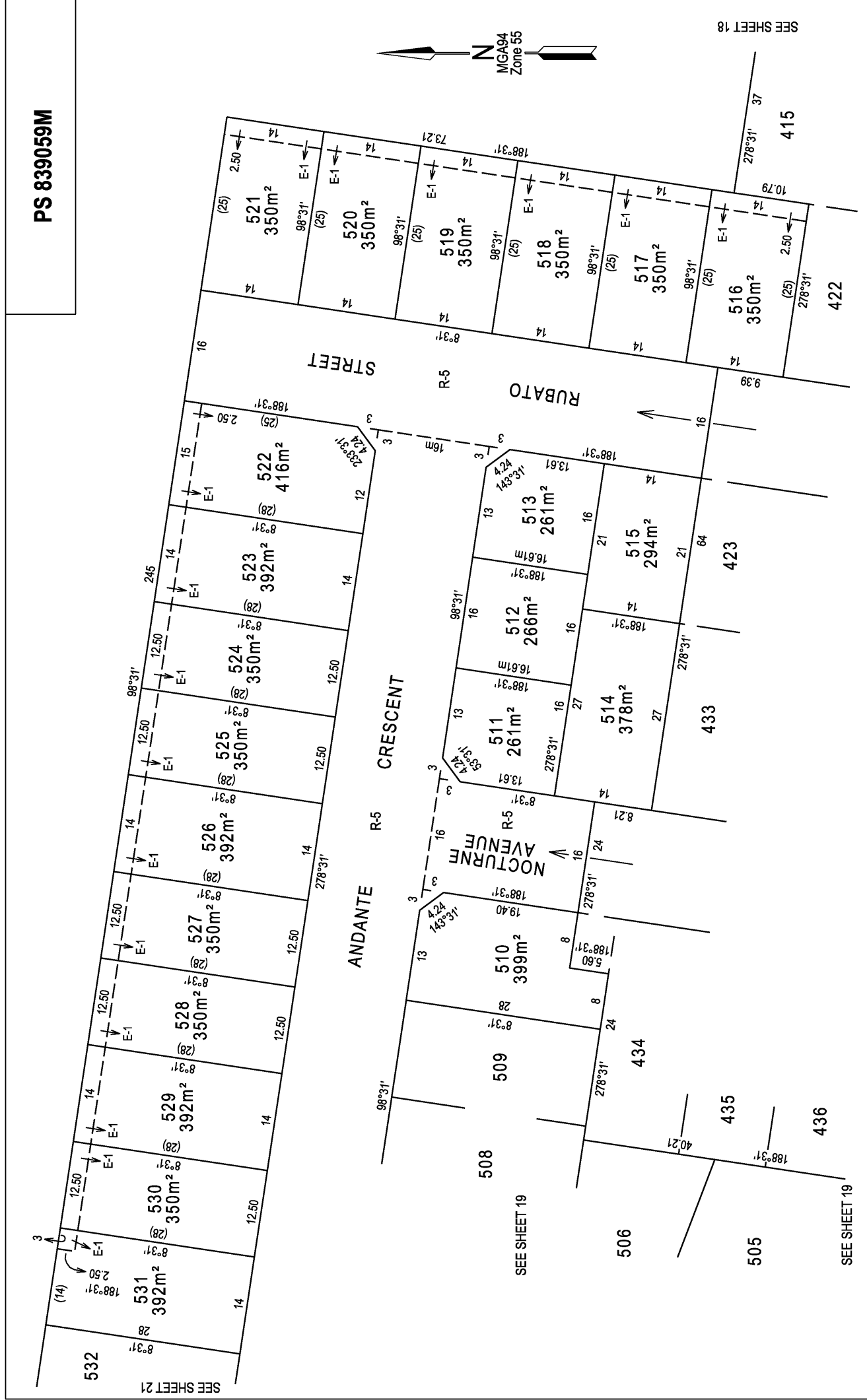
ORIGINAL SHEET  
SIZE: A3

SHEET 19

MICHAEL NEYLAN DEGG

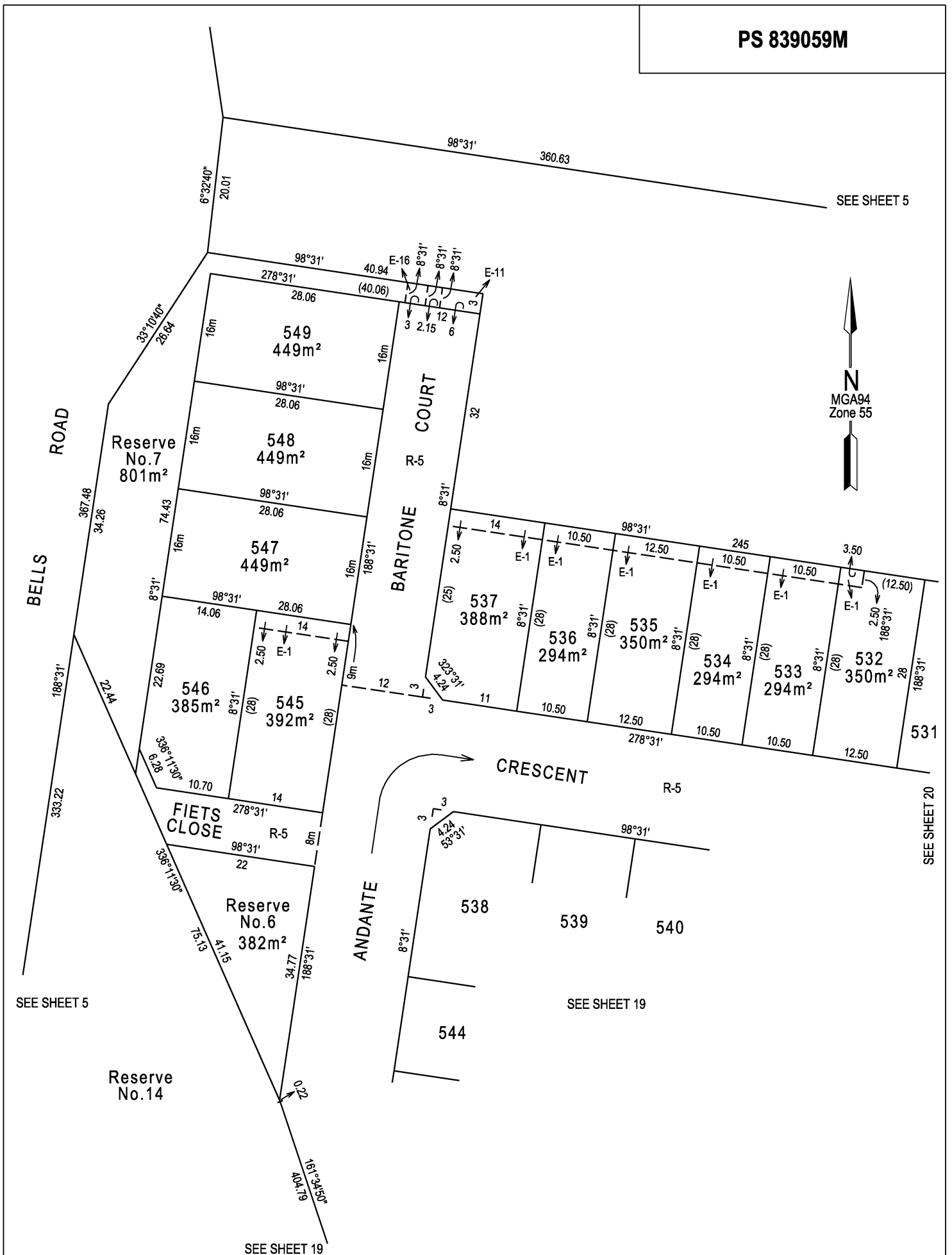
REF 1209

VERSION



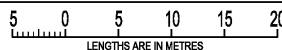
 <b>CHARLTONDEGG</b> LAND DEVELOPMENT CONSULTANTS		SHEET 20	
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 <a href="http://www.charltondegg.com.au">www.charltondegg.com.au</a>		ORIGINAL SHEET SIZE: A3	
REF 1209		VERSION	
MICHAEL NEYLAN DEGG		LENGTHS ARE IN METRES	
SCALE 1:500		5 0 5 10 15 20	

PS 839059M



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
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SCALE  
1:500



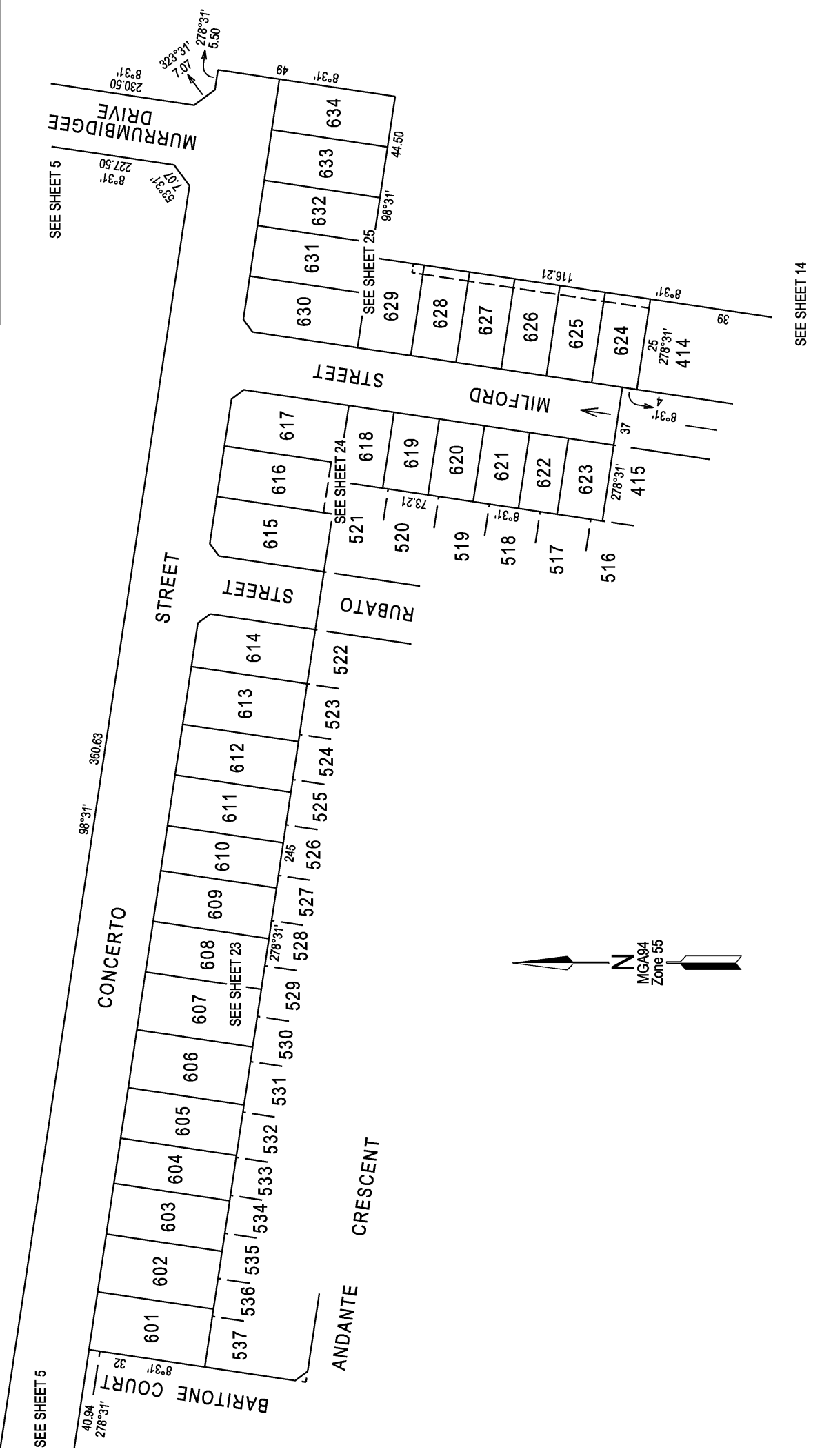
ORIGINAL SHEET  
SIZE: A3


SHEET 21

MICHAEL NEYLAN DEGG

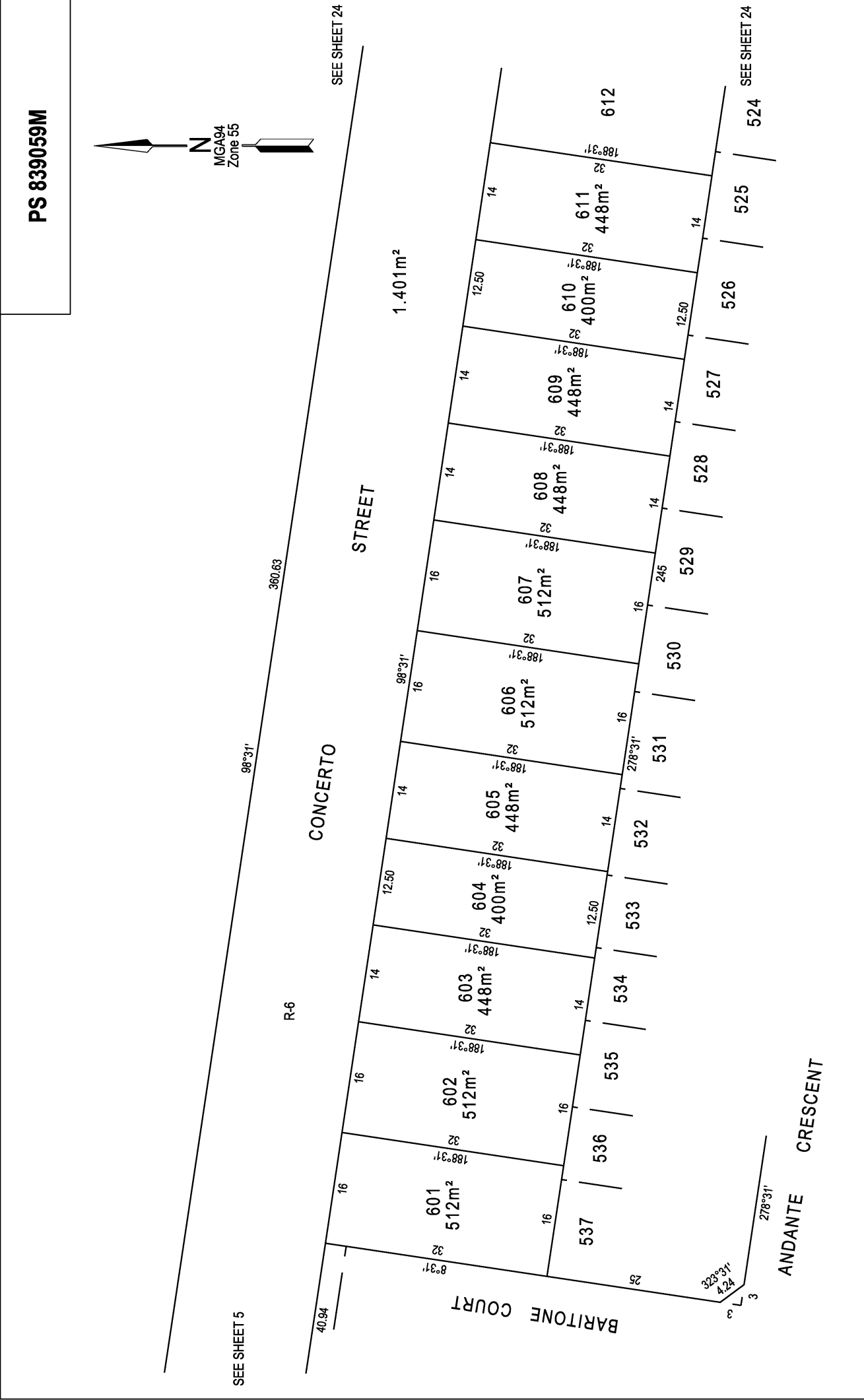
REF 1209


VERSION



 <b>CHARLTONDEGG</b> LAND DEVELOPMENT CONSULTANTS	SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 <a href="http://www.charltondegg.com.au">www.charltondegg.com.au</a> PH (03) 9775 4555	SCALE 1:1000	10   0   10   20   30   40 └───┴───┴───┴───┴───┴───┘ LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 22
		MICHAEL NEYLAN DEGG REF 1209 VERSION			



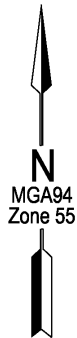
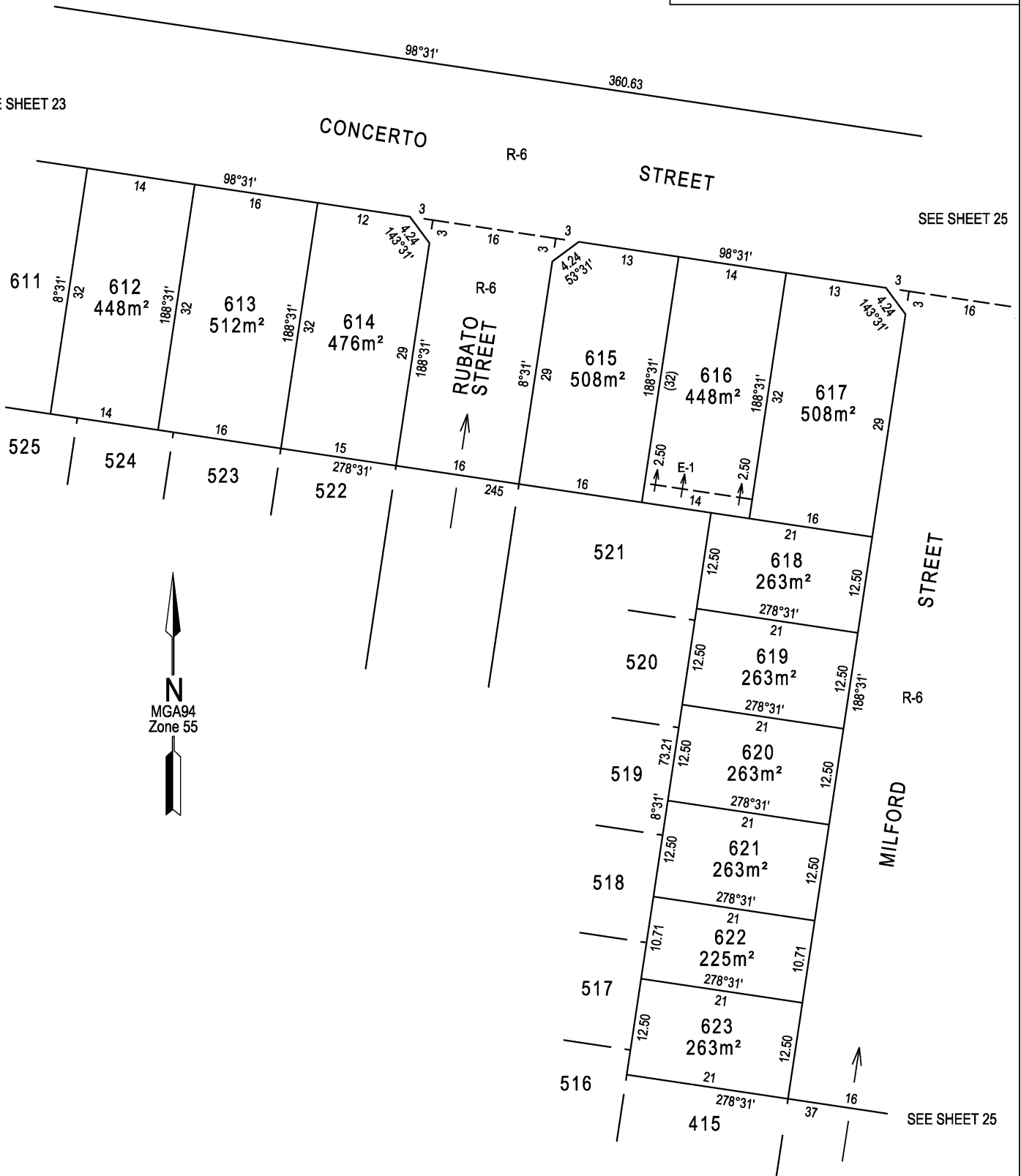


 <b>CHARLTONDEGG</b> LAND DEVELOPMENT CONSULTANTS		SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930 PH (03) 9775 4555 www.charltondegg.com.au					
		SCALE 1:500		5 0 5 10 15 20 LENGTHS ARE IN METRES		ORIGINAL SHEET SIZE: A3	SHEET 23
				<b>MICHAEL NEYLAN DEGG</b>  REF 1209  VERSION			

PS 839059M

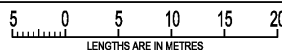
SEE SHEET 23

SEE SHEET 25



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
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SCALE  
1:500



REF 1209

MICHAEL NEYLAN DEGG

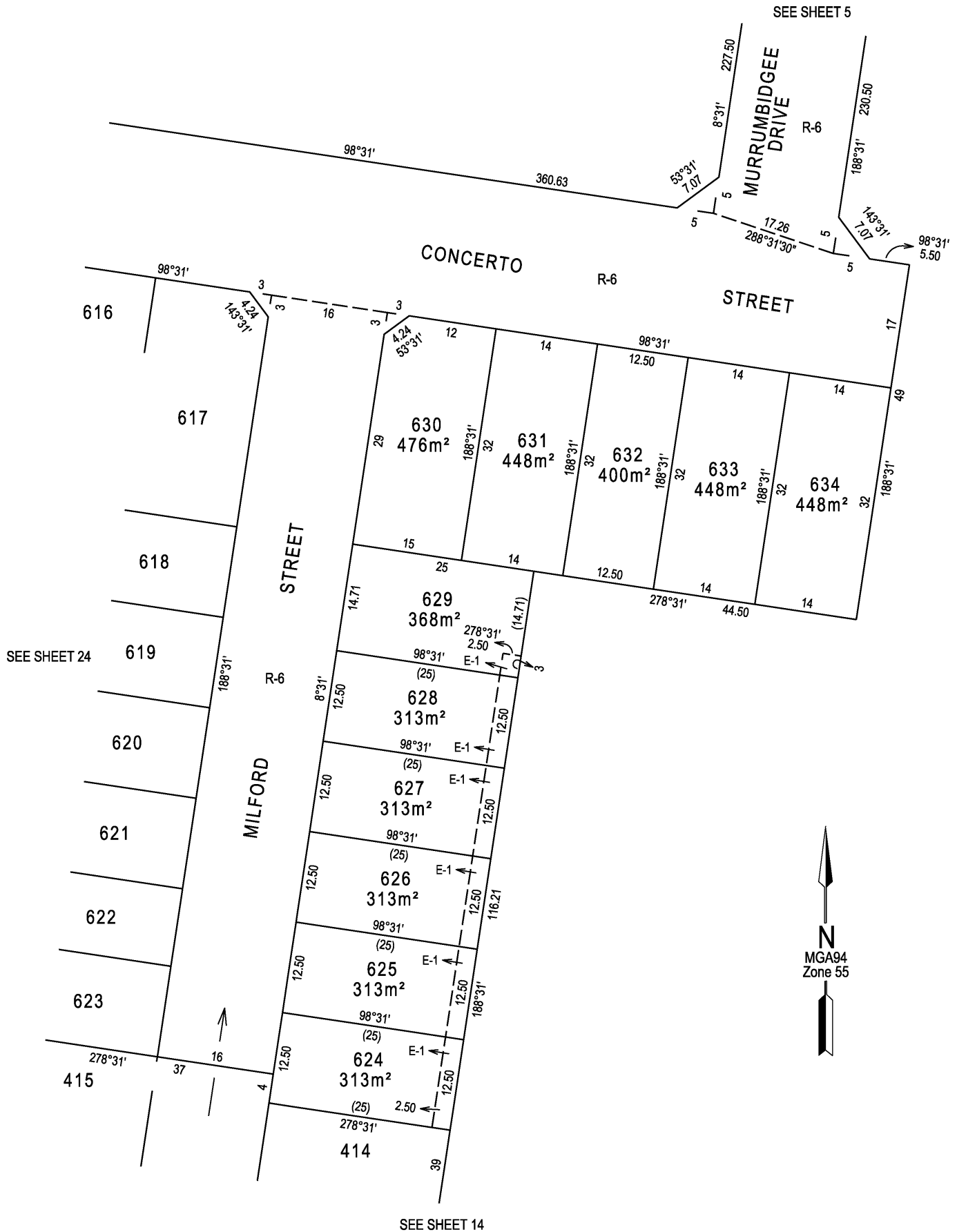
VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 24

PS 839059M

SEE SHEET 5

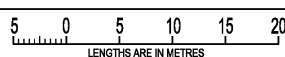


SEE SHEET 14



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
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SCALE  
1:500



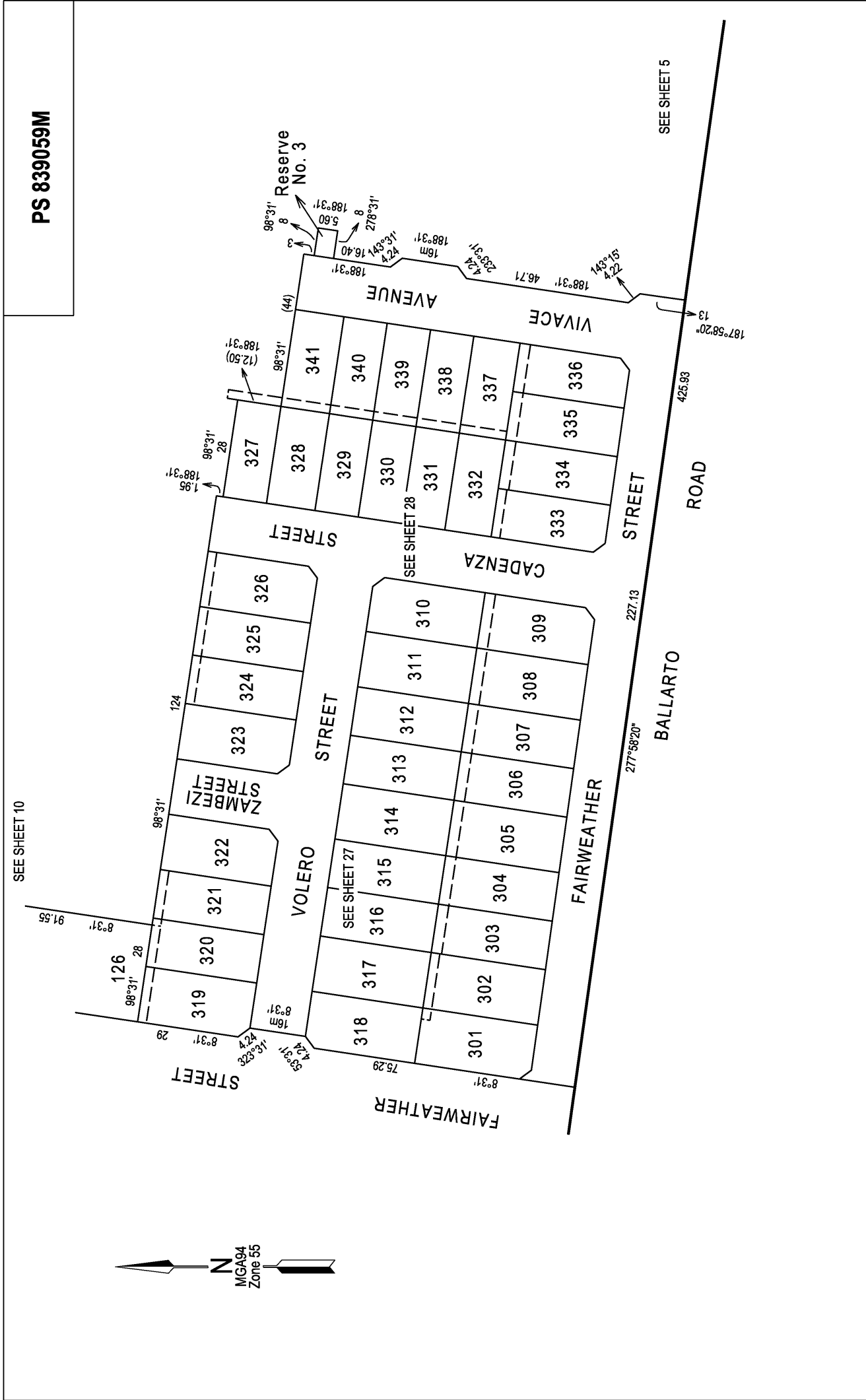
MICHAEL NEYLAN DEGG

REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 25



PS 839059M



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SCALE  
1:1000

10 0 10 20 30 40  
LENGTHS ARE IN METRES

SEE SHEET 10

SEE SHEET 27

SEE SHEET 28

SEE SHEET 5

ORIGINAL SHEET  
SIZE: A3

SHEET 26

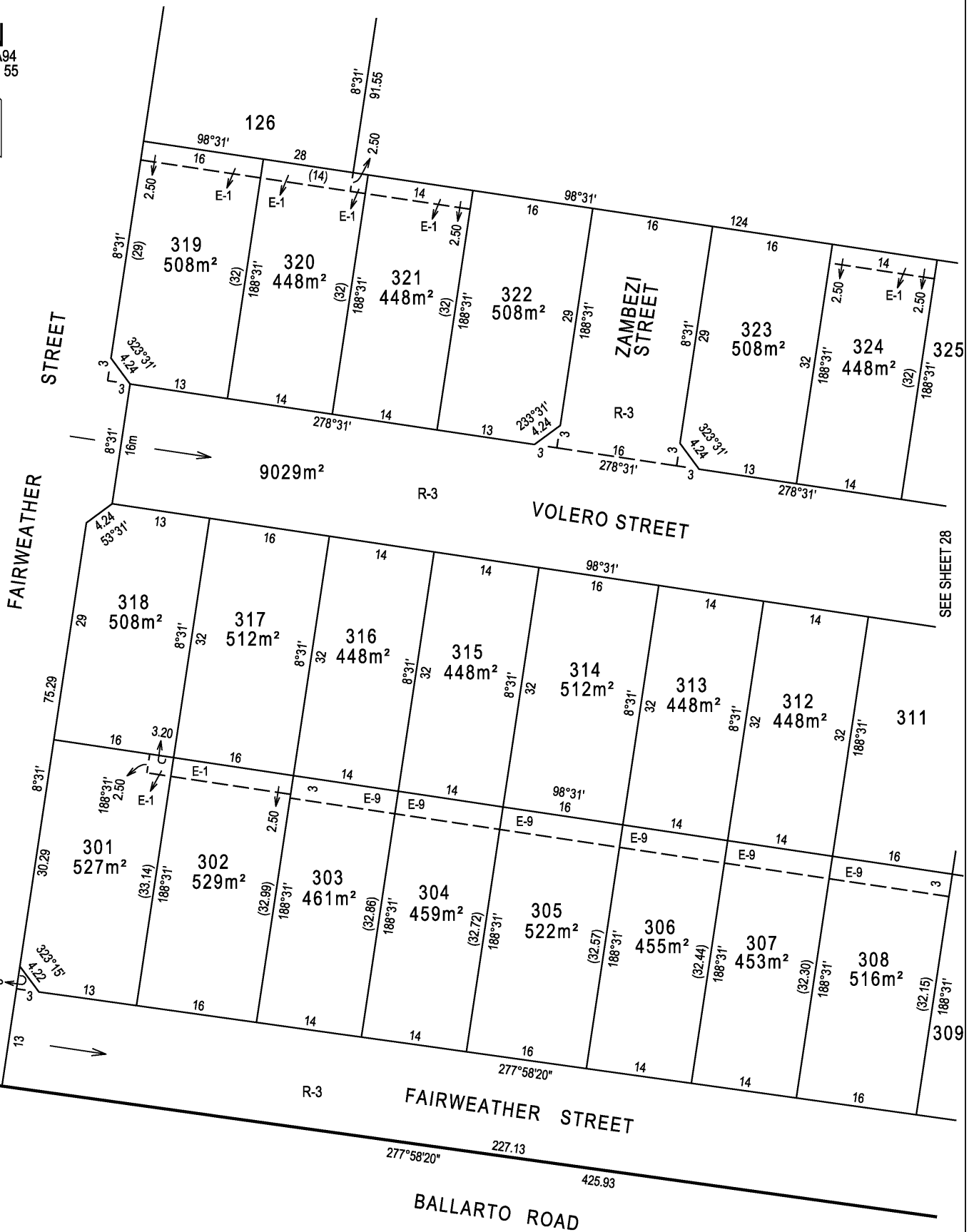
REF 1209

MICHAEL NEYLAN DEGG

VERSION

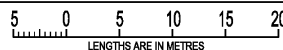
PS 839059M

SEE SHEET 10



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SCALE  
1:500



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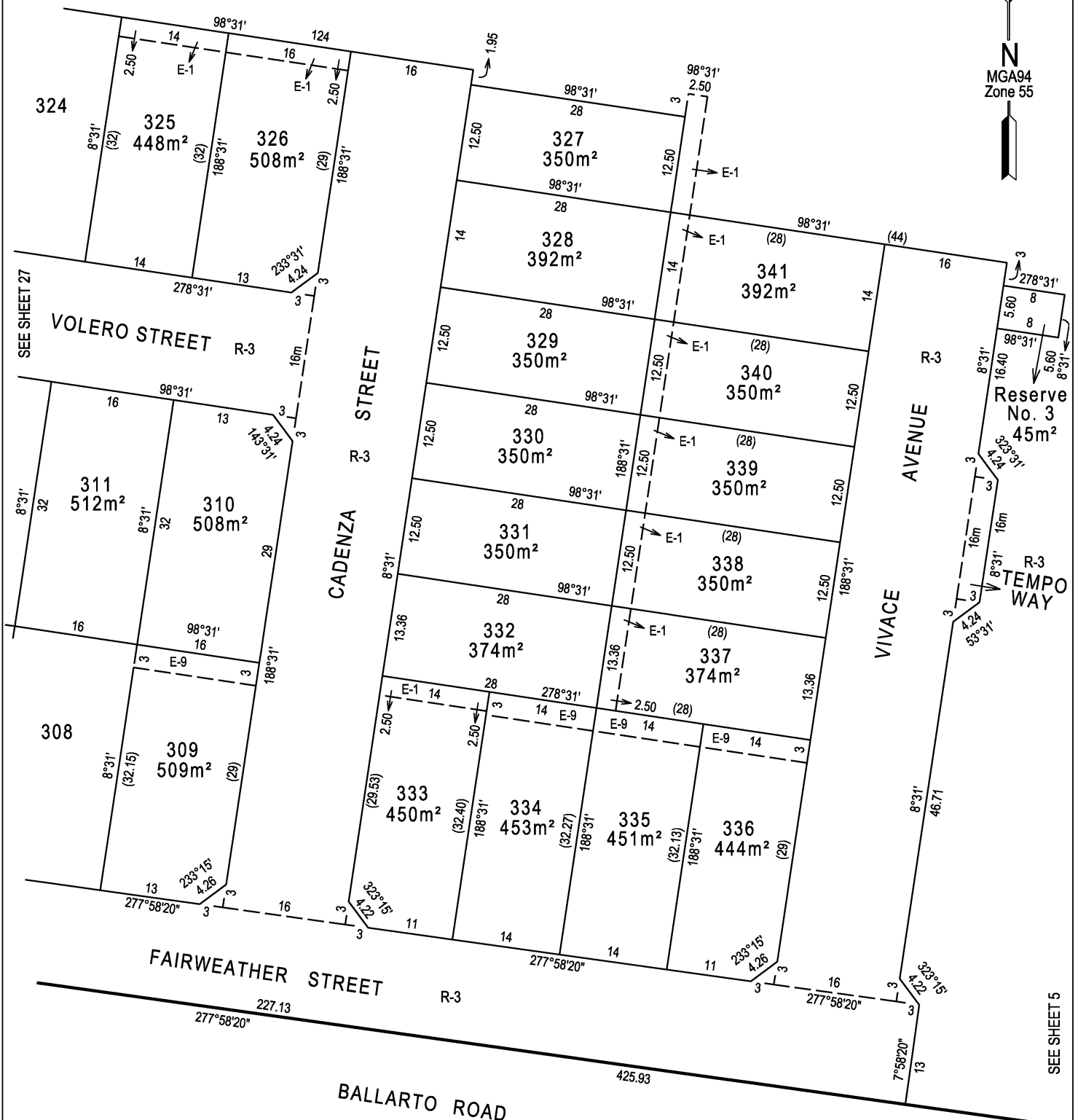
REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 27

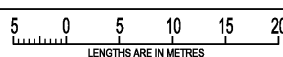
PS 839059M



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SCALE  
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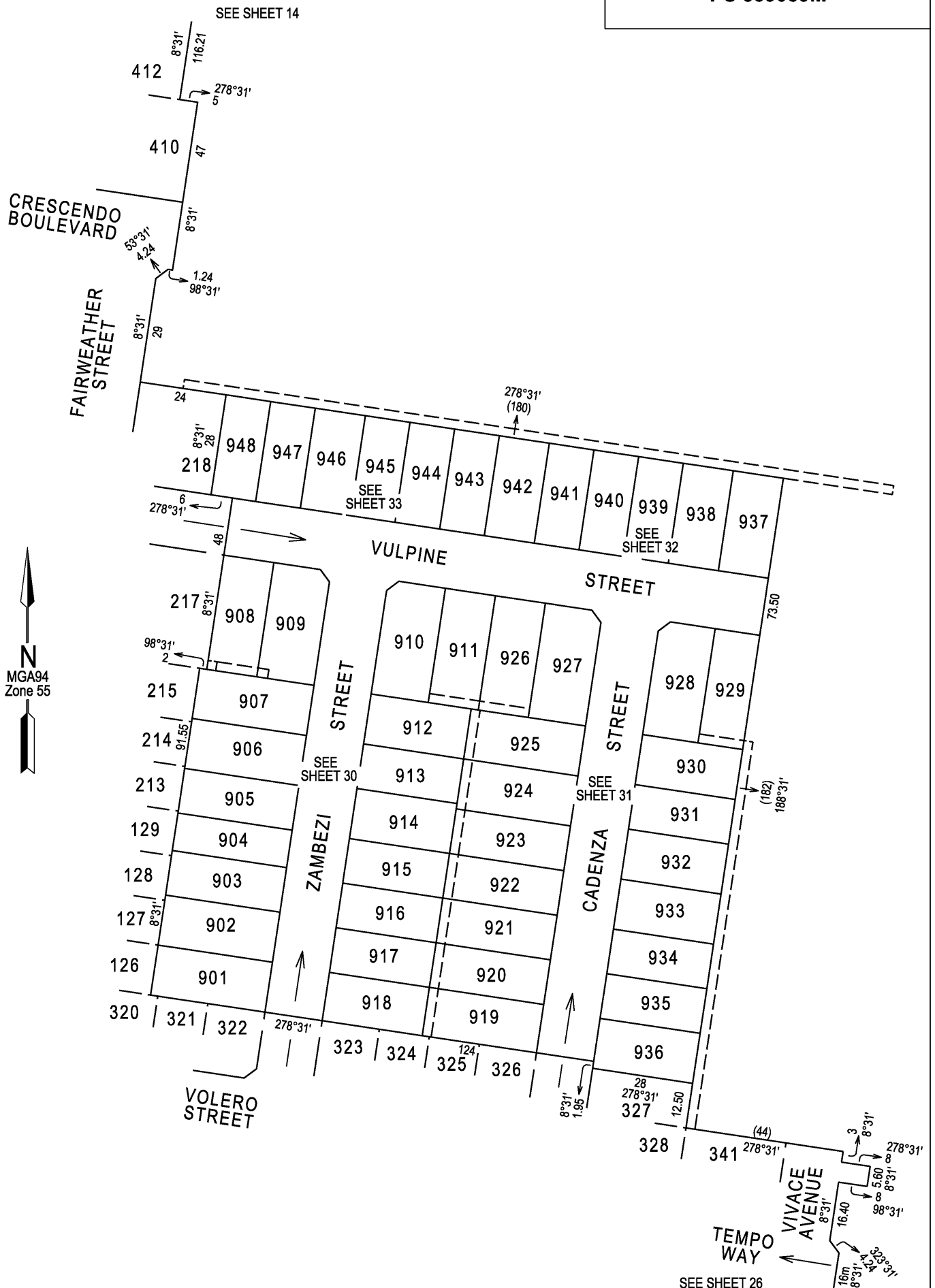
REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 28

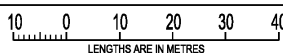
PS 839059M



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SCALE  
1:1000



MICHAEL NEYLAN DEGG

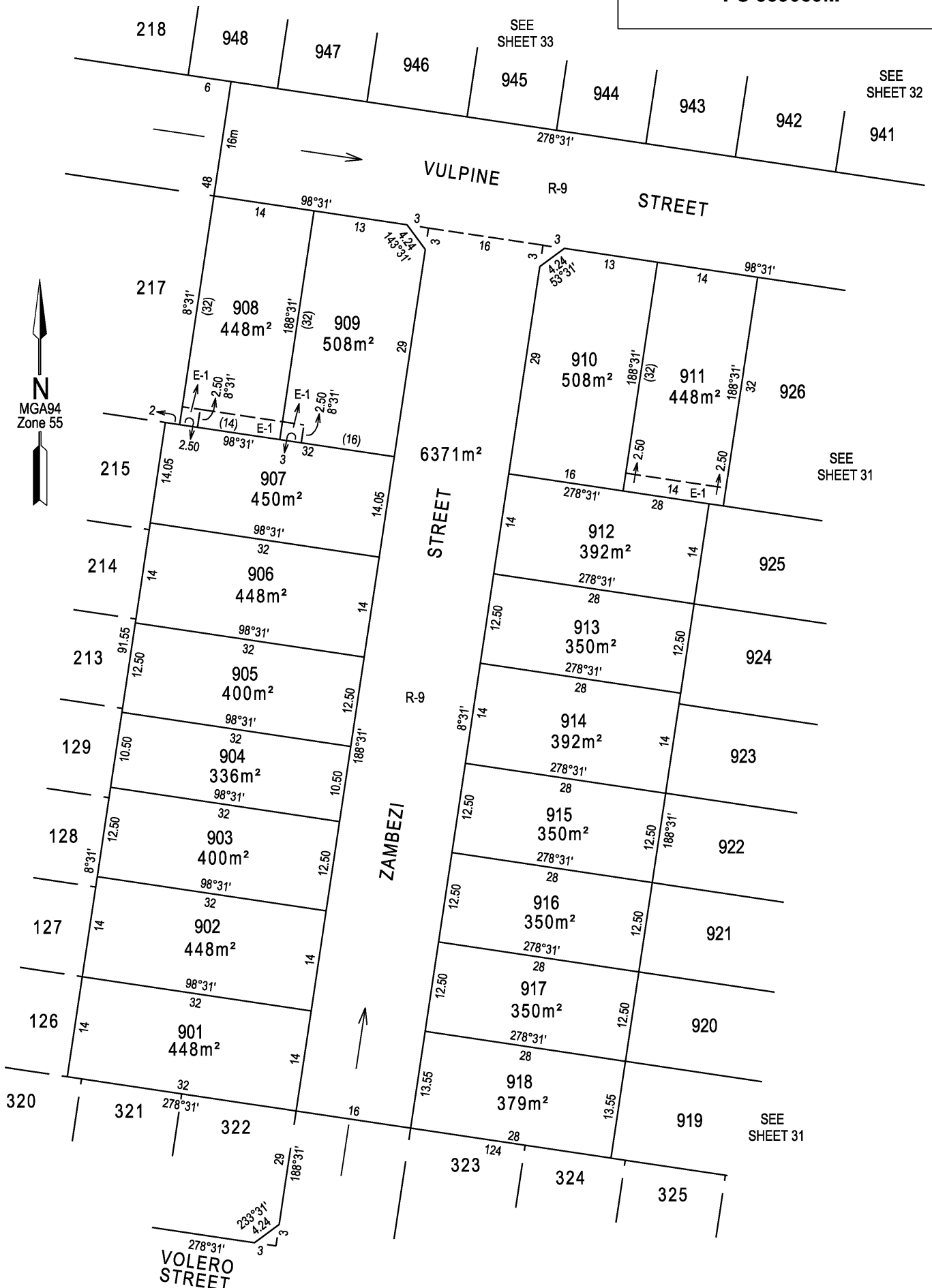
REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 29

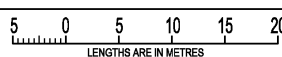
PS 839059M



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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 30

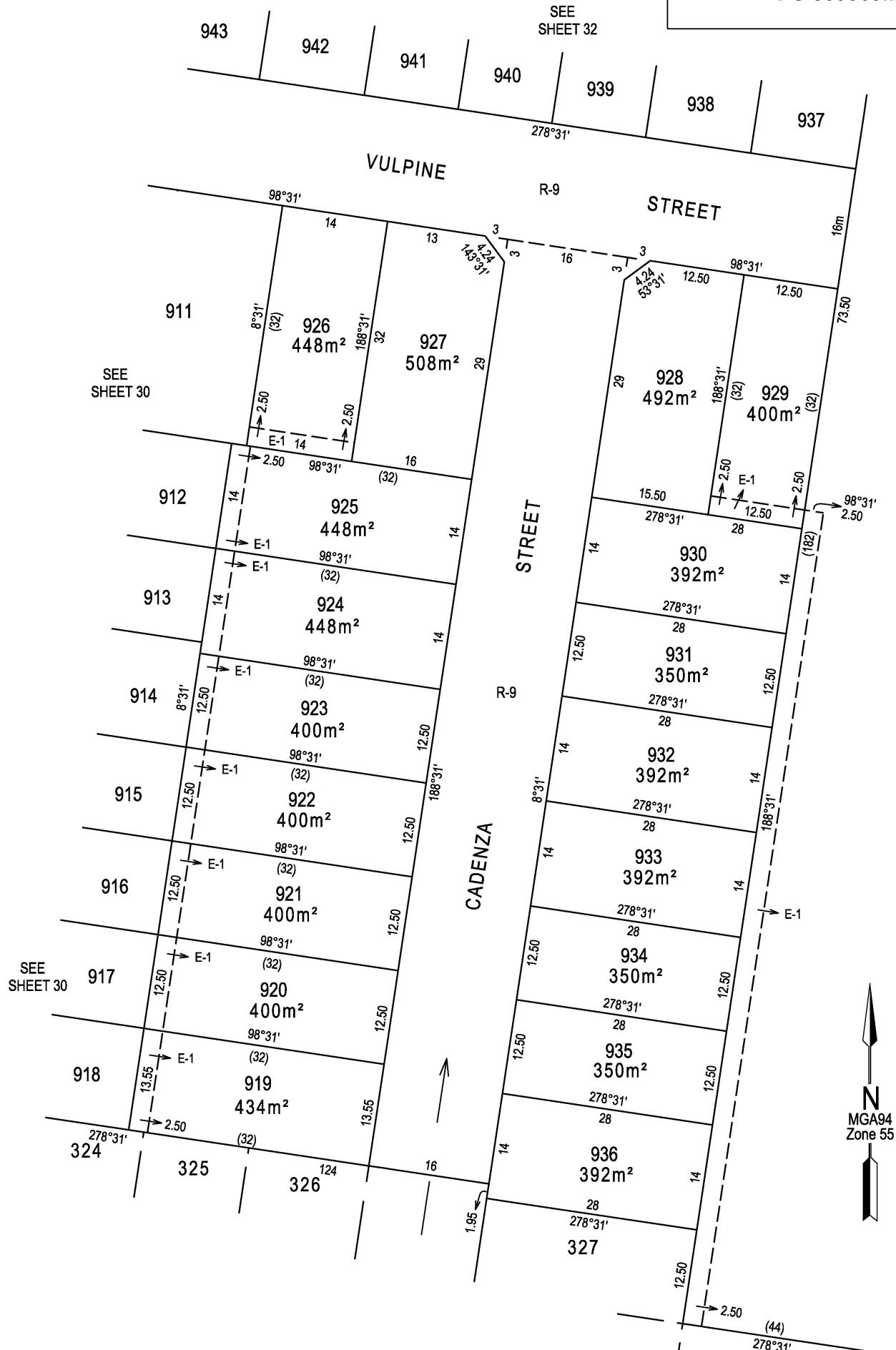
MICHAEL NEYLAN DEGG

REF 1209

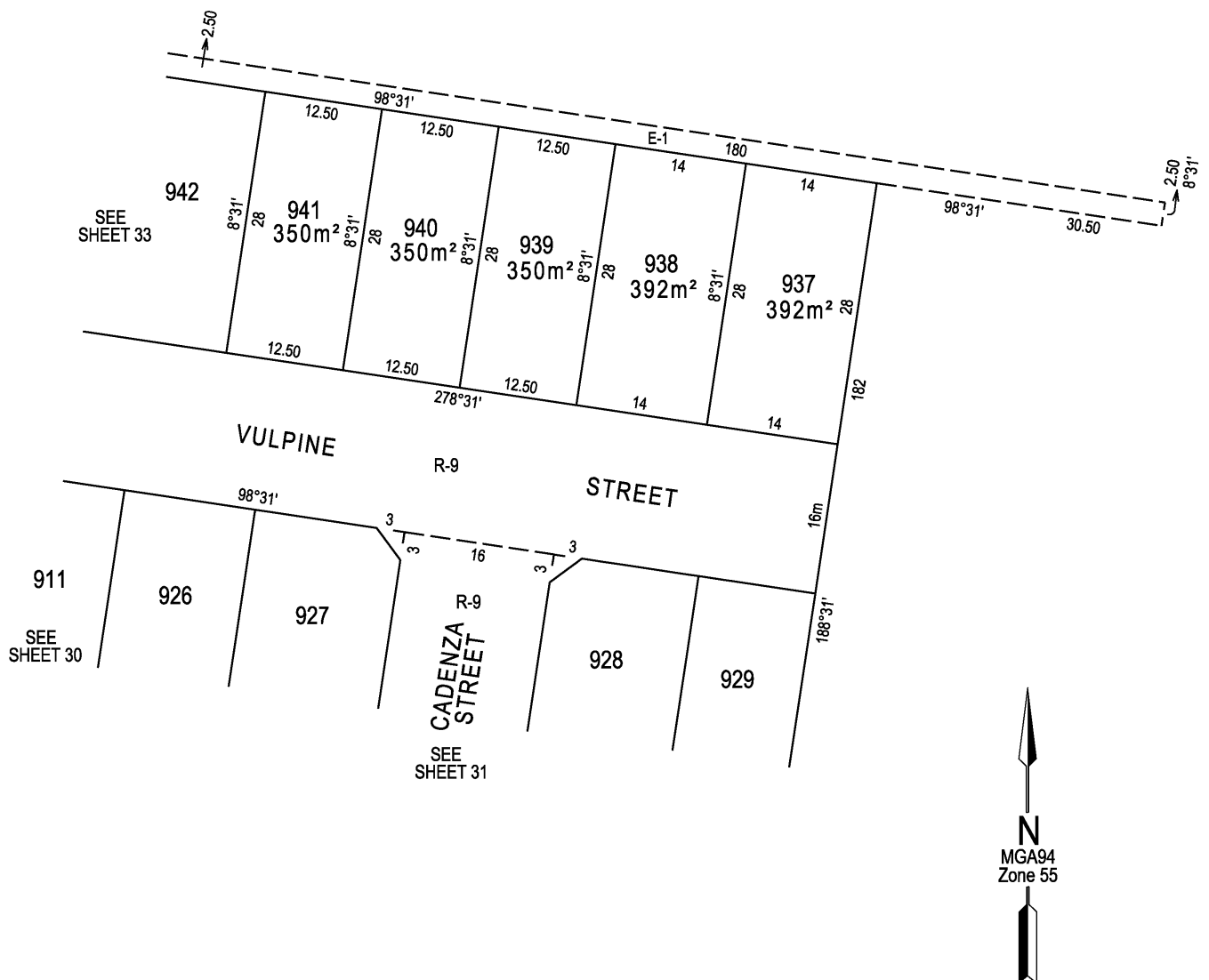
VERSION



PS 839059M



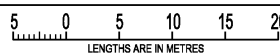
PS 839059M



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SCALE  
1:500



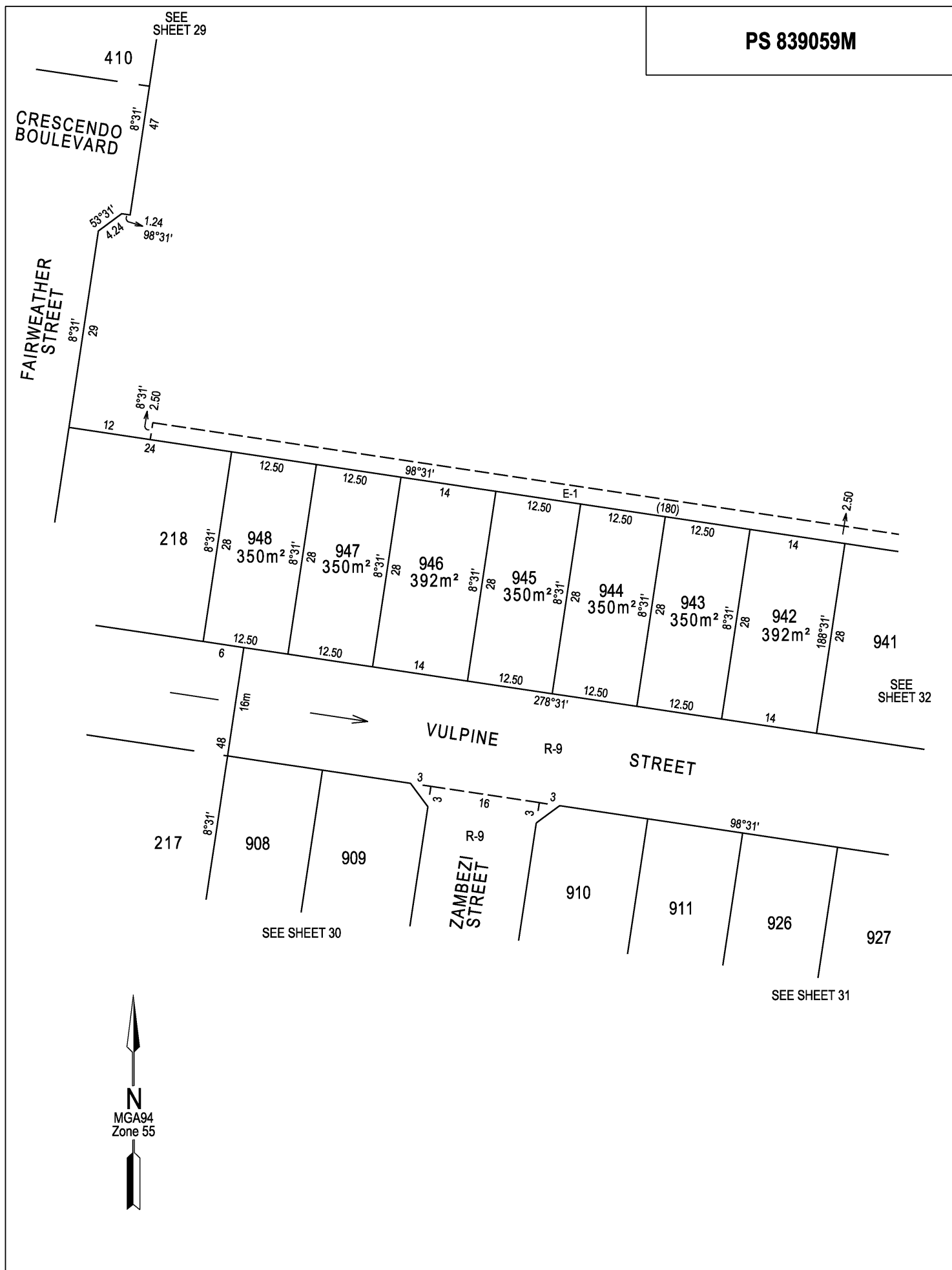
MICHAEL NEYLAN DEGG

REF 1209

VERSION

ORIGINAL SHEET  
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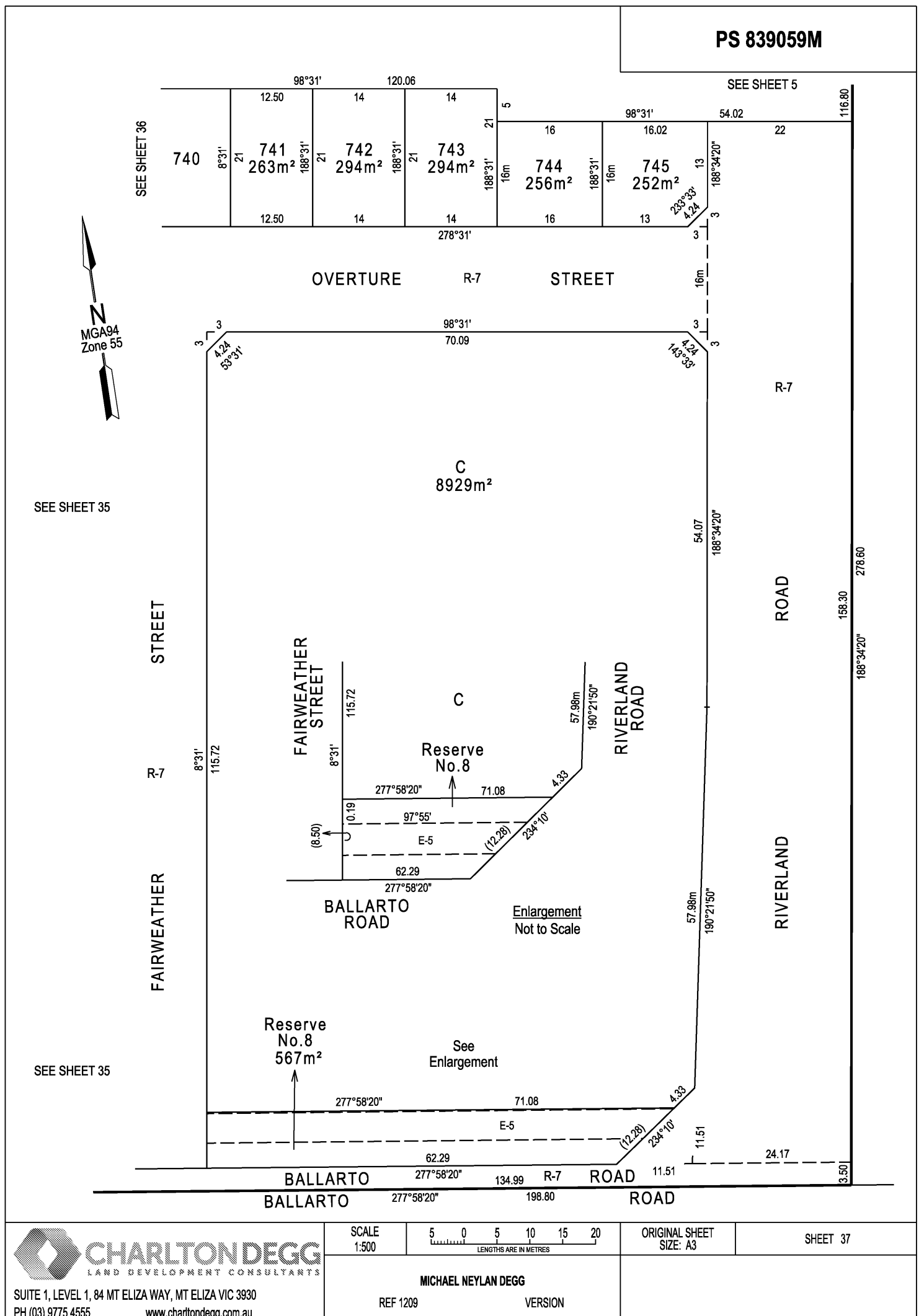
SHEET 32





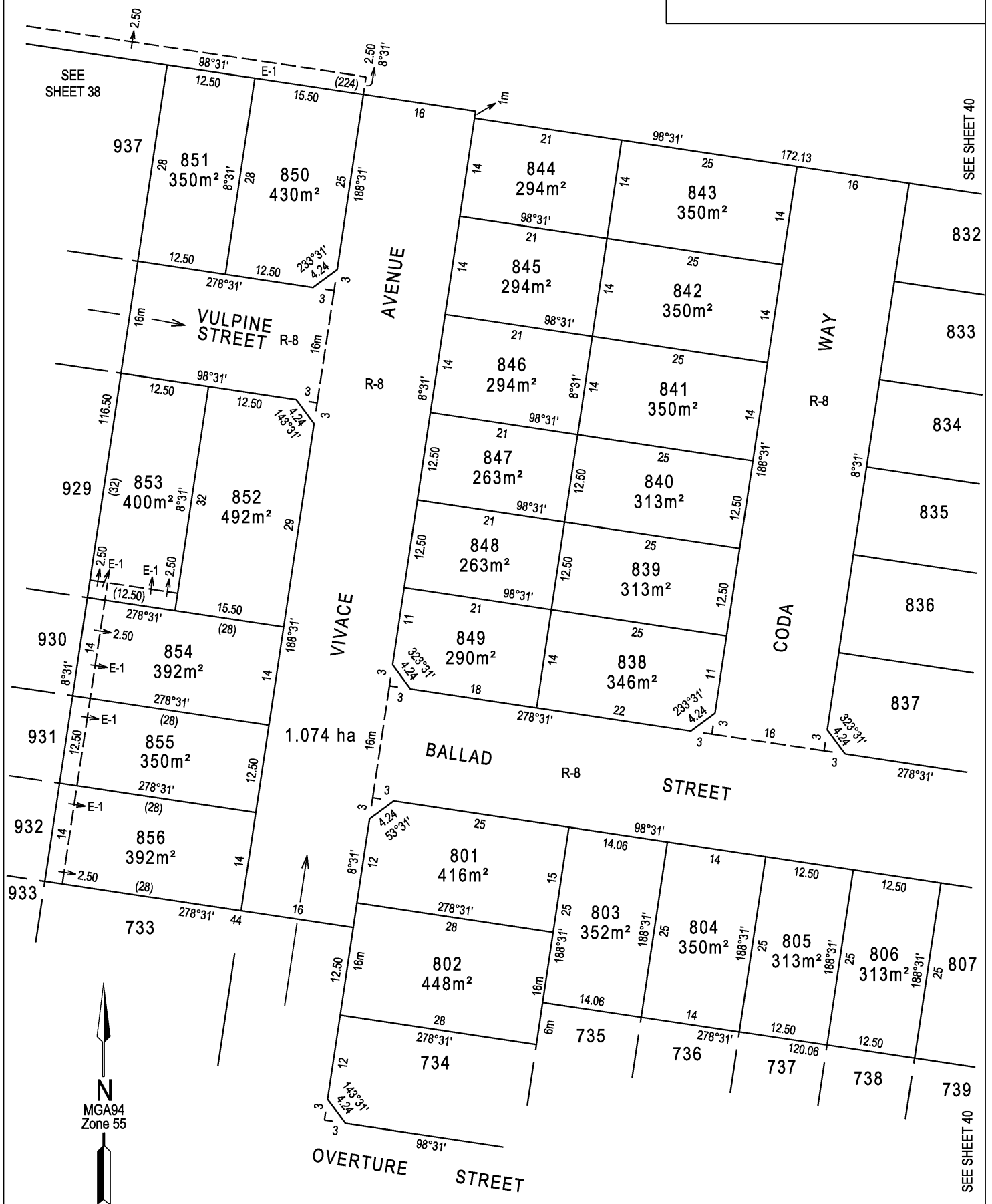






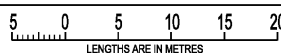
SCALE 1:1250	<p>LENGTHS ARE IN METRES</p>	ORIGINAL SHEET SIZE: A3	SHEET 38
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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

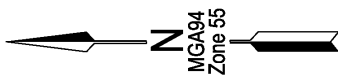
SHEET 39

**MICHAEL NEYLAN DEGG**

REF 1209

VERSION





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**MICHAEL NEYLAN DEGG**

REF 1209

**VERSION**

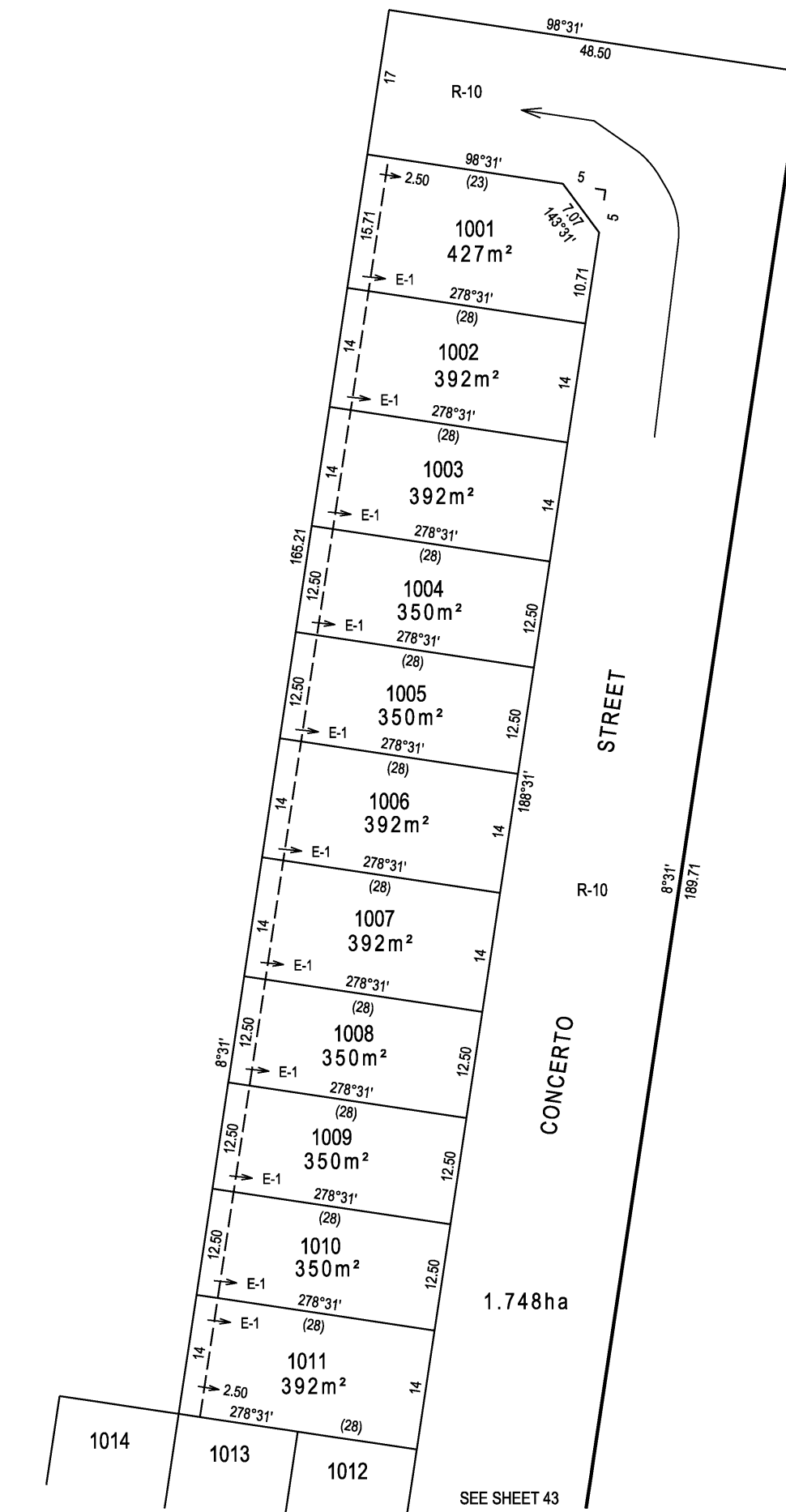
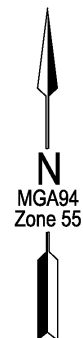
ORIGINAL SHEET  
SIZE: A3

**SHEET 41**

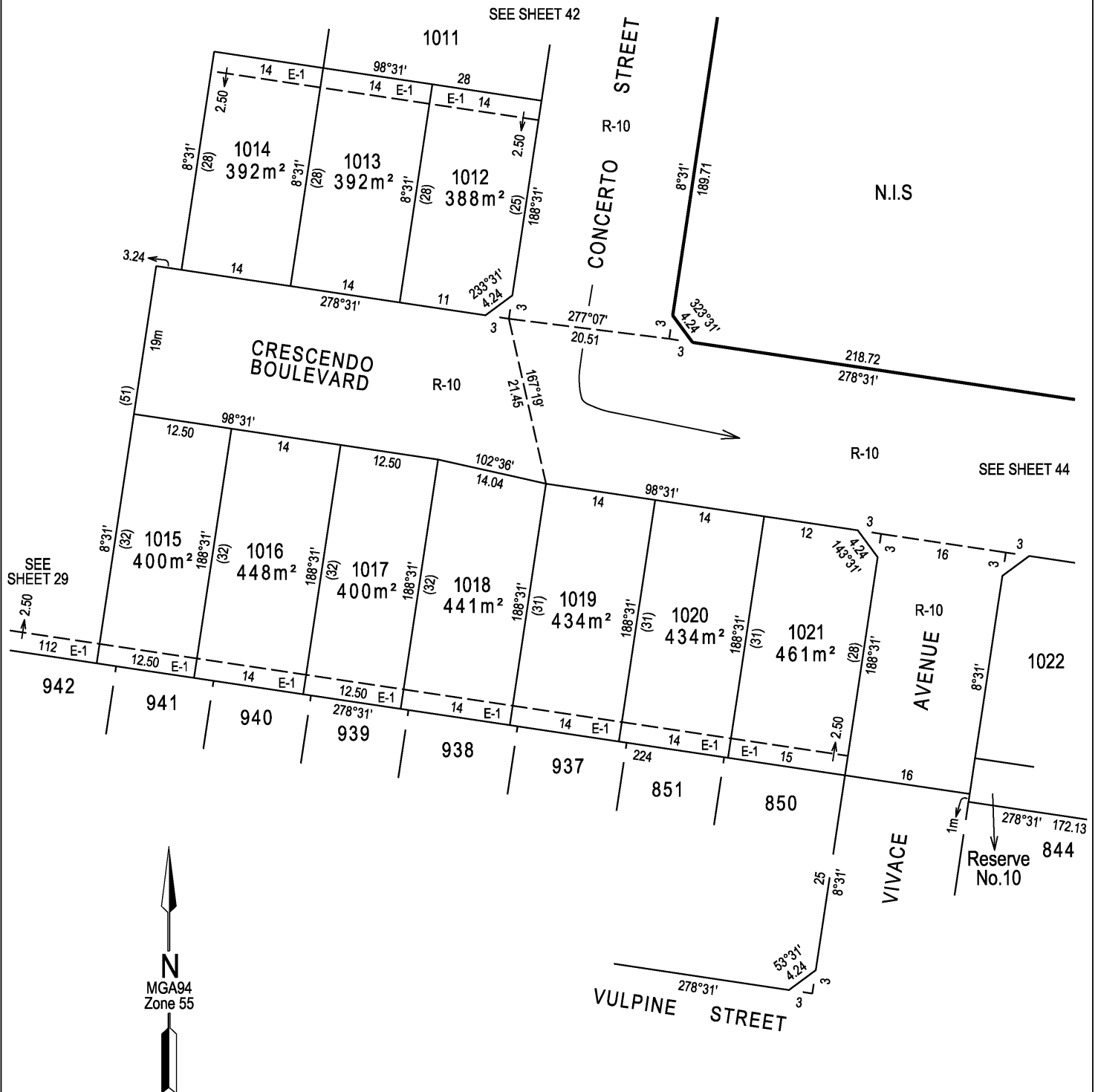
PS 839059M

SEE SHEET 41

N.I.S



PS 839059M



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REF 1209

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VERSION

PS 839059M

N.I.S

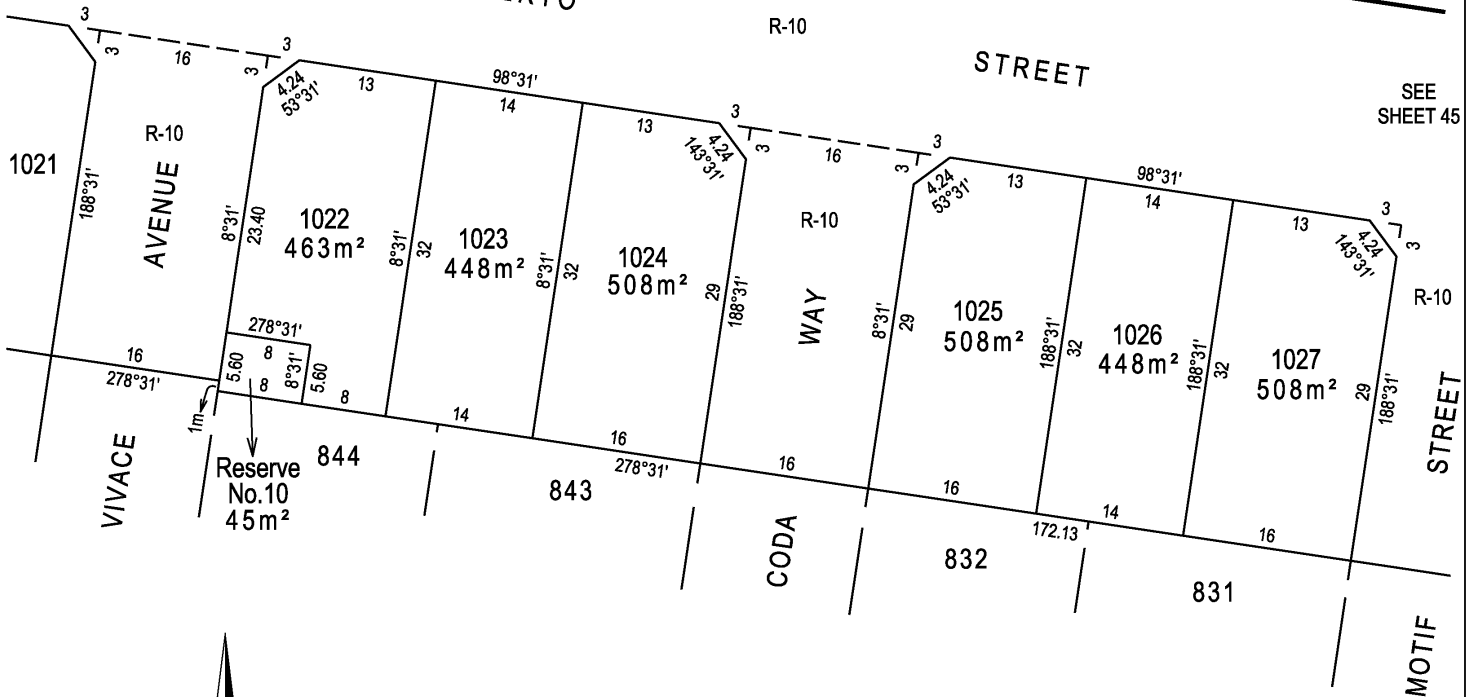
SEE  
SHEET 43

CONCERTO

R-10

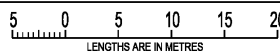
STREET

SEE  
SHEET 45



SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
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SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 44

MICHAEL NEYLAN DEGG

REF 1209

VERSION

**PS 839059M**

SEE SHEET 41

N.I.S

SEE  
SHEET 44

CONCERTO

R-10

STREET

R-10

RIVERLAND

1027

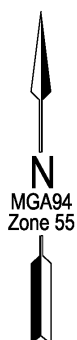
STREET

**MOTIF**

820

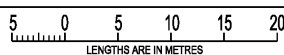
819

Reserve  
No.9



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LAND DEVELOPMENT CONSULTANTS

SCALE  
1:500



ORIGINAL SHEET  
SIZE: A3

SHEET 45

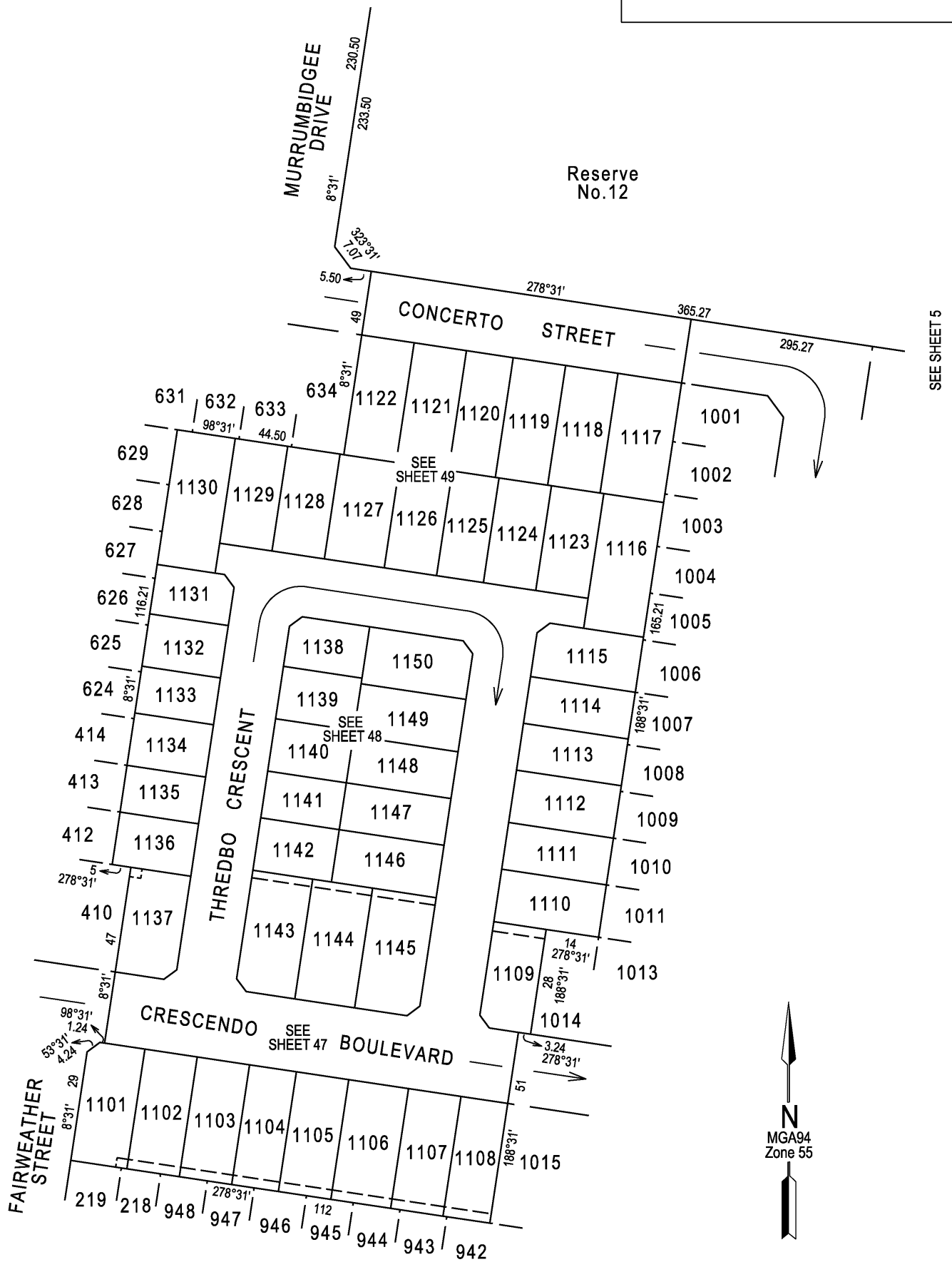
SUITE 1, LEVEL 1, 84 MT ELIZA WAY, MT ELIZA VIC 3930  
PH (03) 9775 4555 [www.charltondegg.com.au](http://www.charltondegg.com.au)

REF 1209

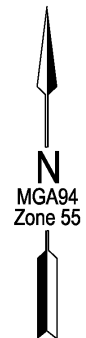
VERSION

SEE SHEET 5

PS 839059M

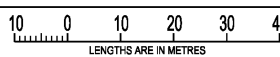


SEE SHEET 5



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SCALE  
1:1000



ORIGINAL SHEET  
SIZE: A3

SHEET 46

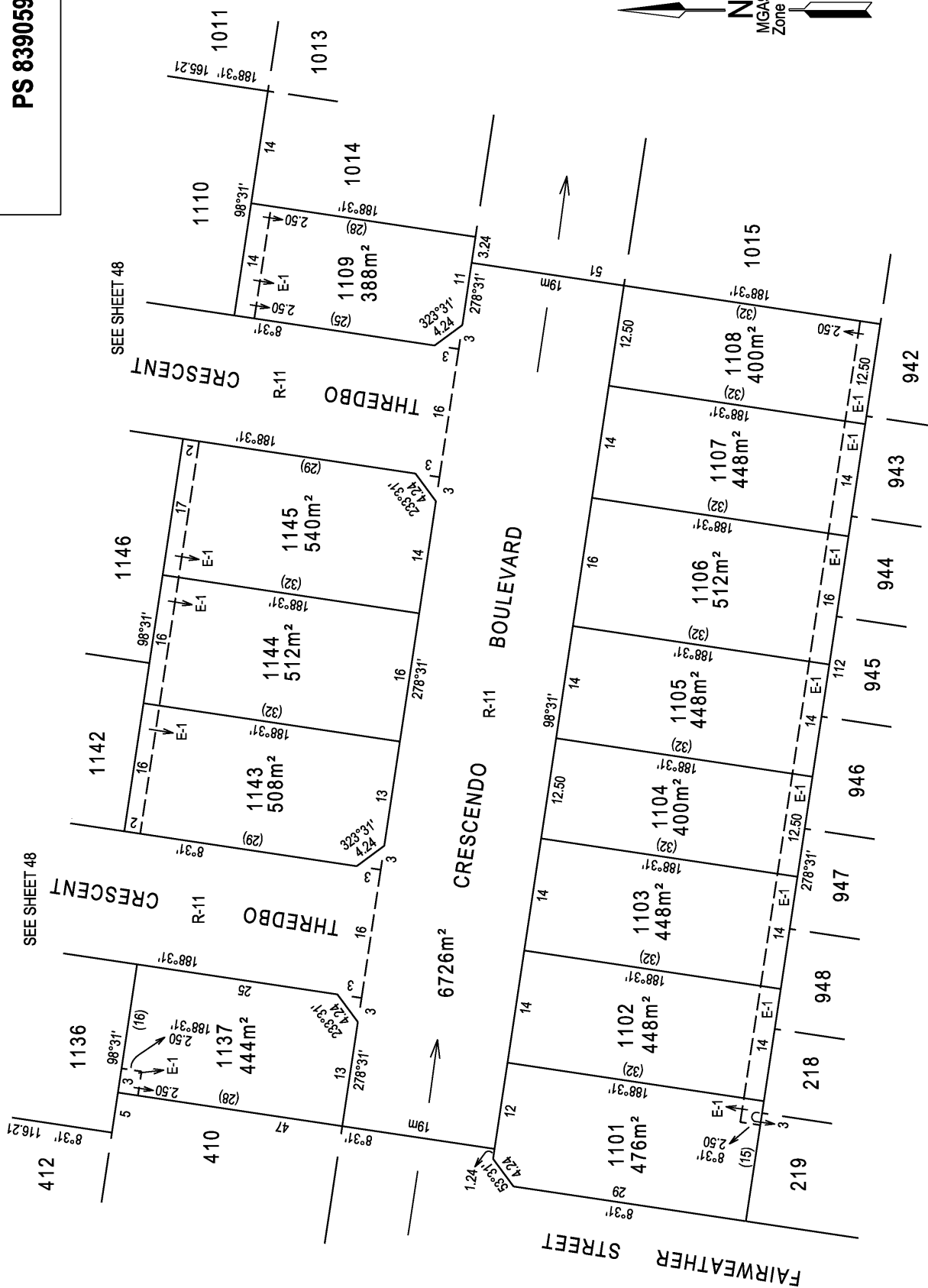
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VERSION



PS 839059M



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REF 1209

SCALE  
1:500

5 0 5 10 15 20  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 47




**SEE SHEET 5**

SEE SHEET 5



SEE SHEET 48



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LANDSCAPE ARCHITECTS

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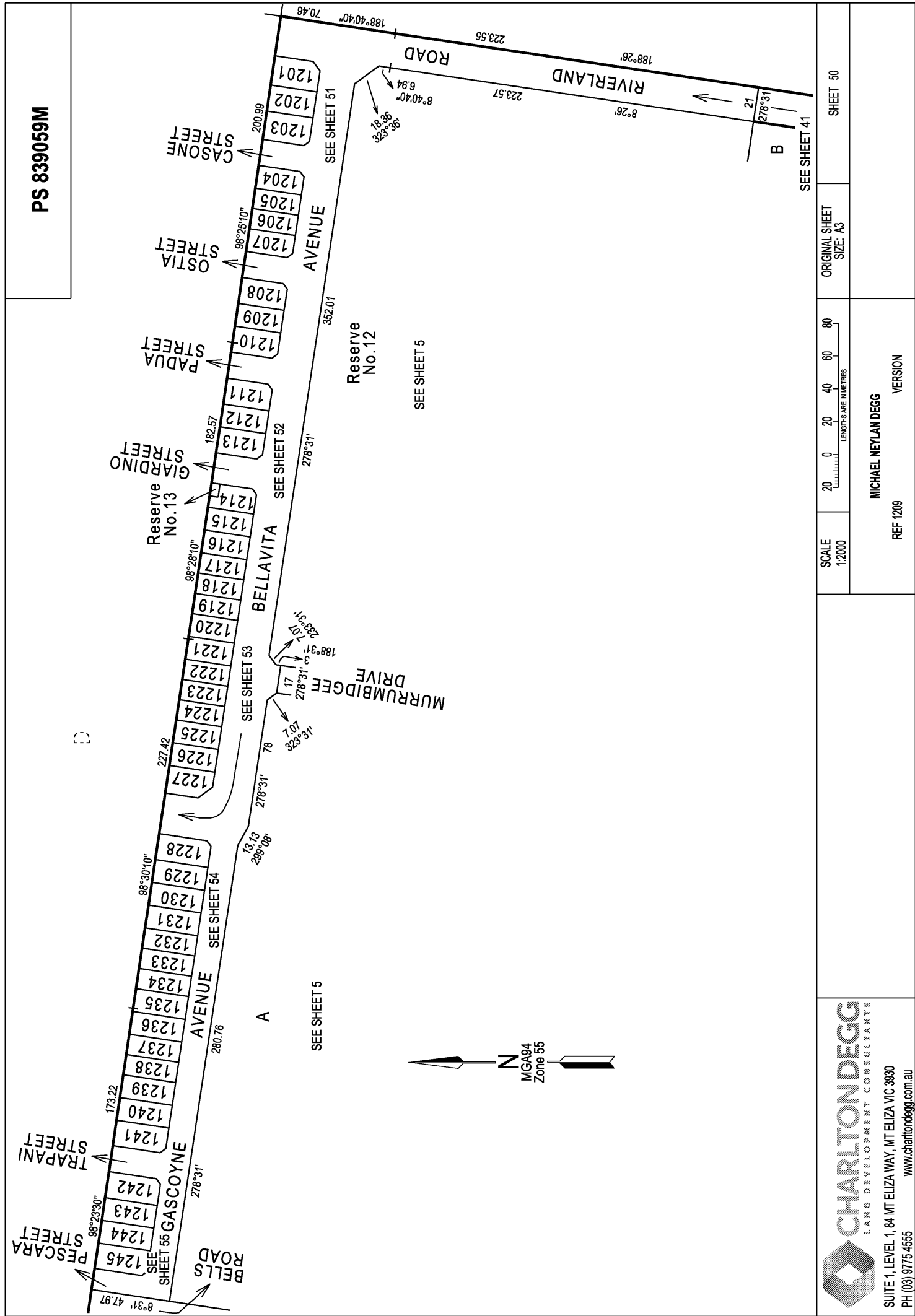
**MICHAEL NEYLAN DEGG**

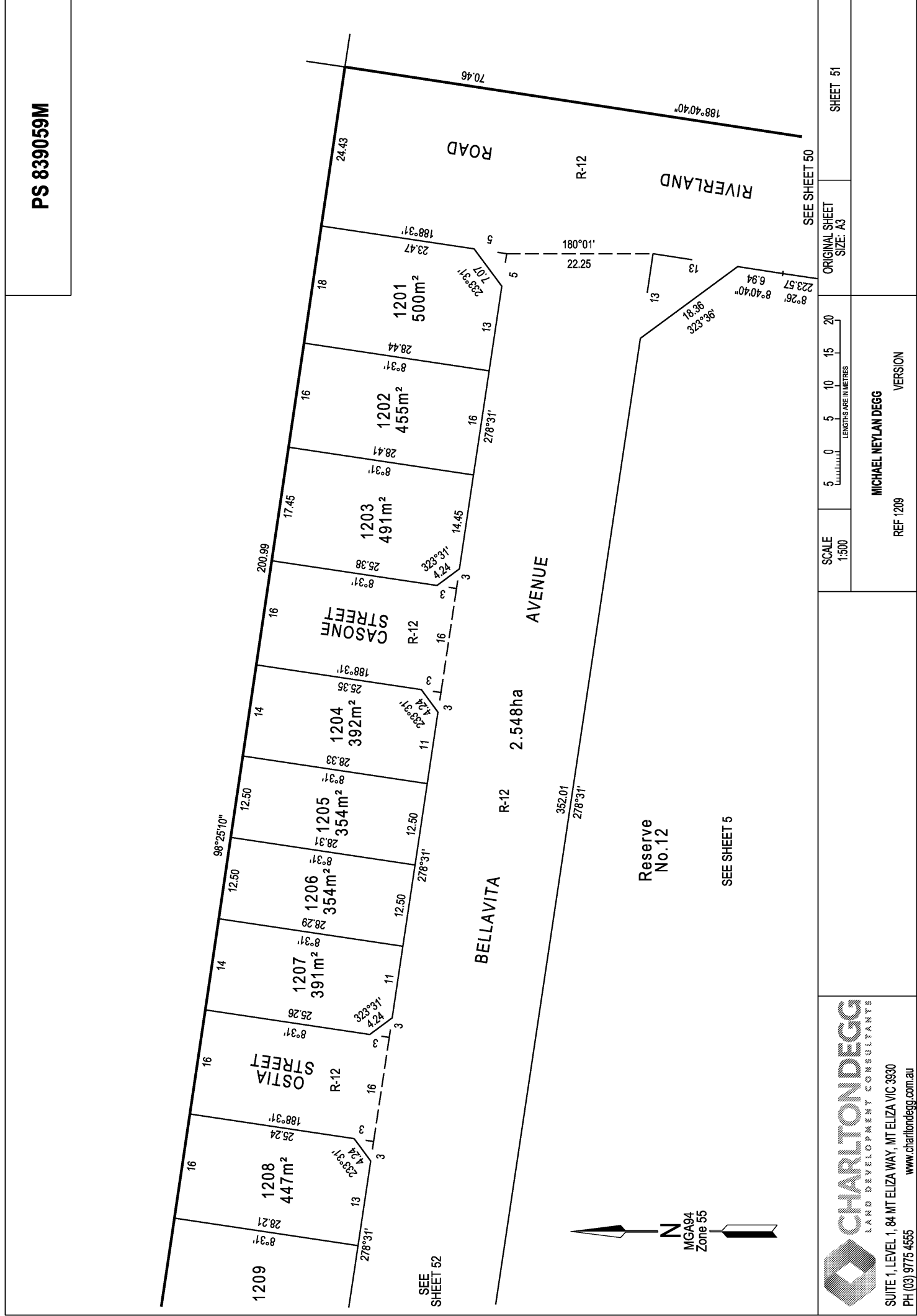
REF 1209

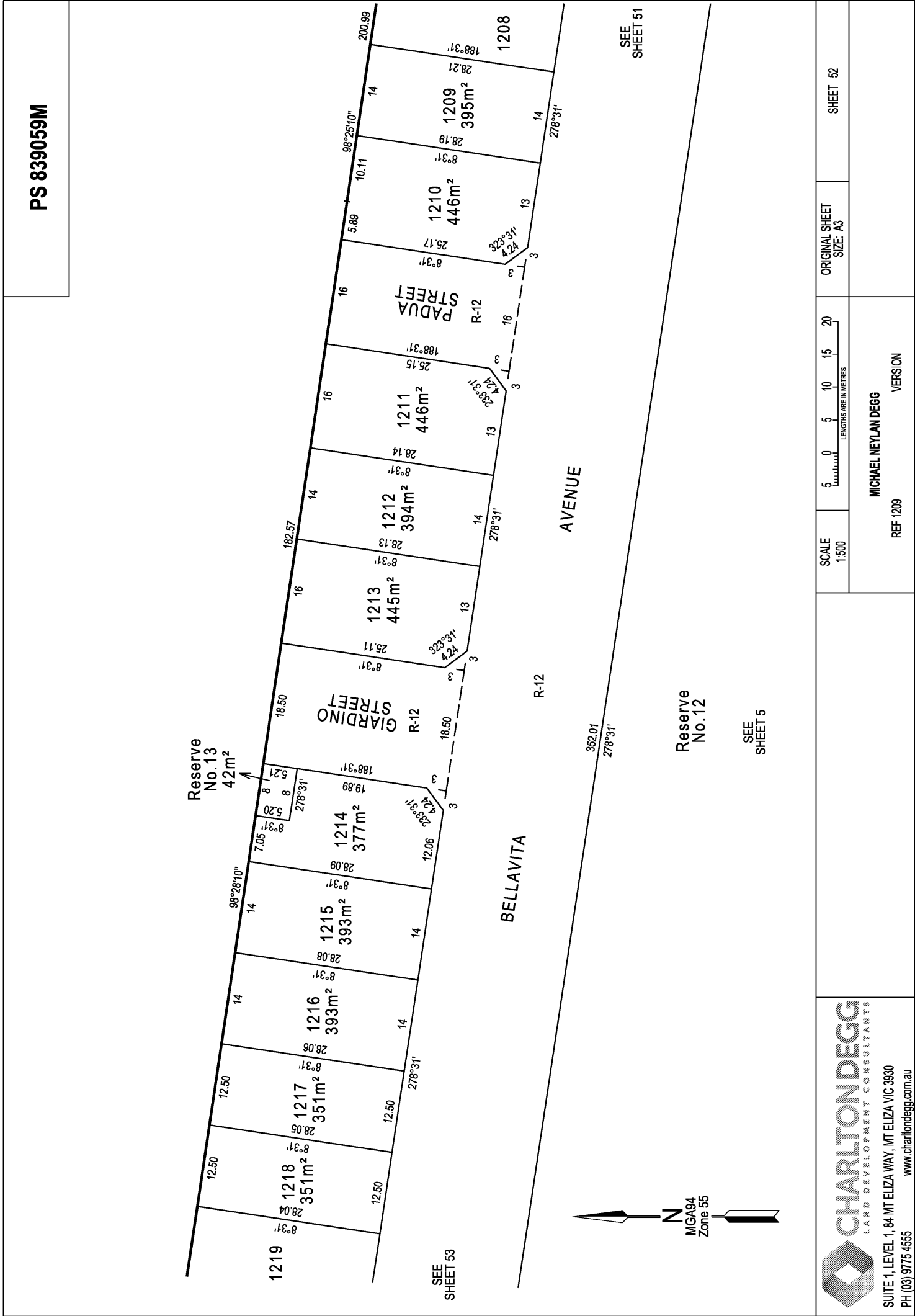
# VERSION

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SIZE: A3

SHEET 49





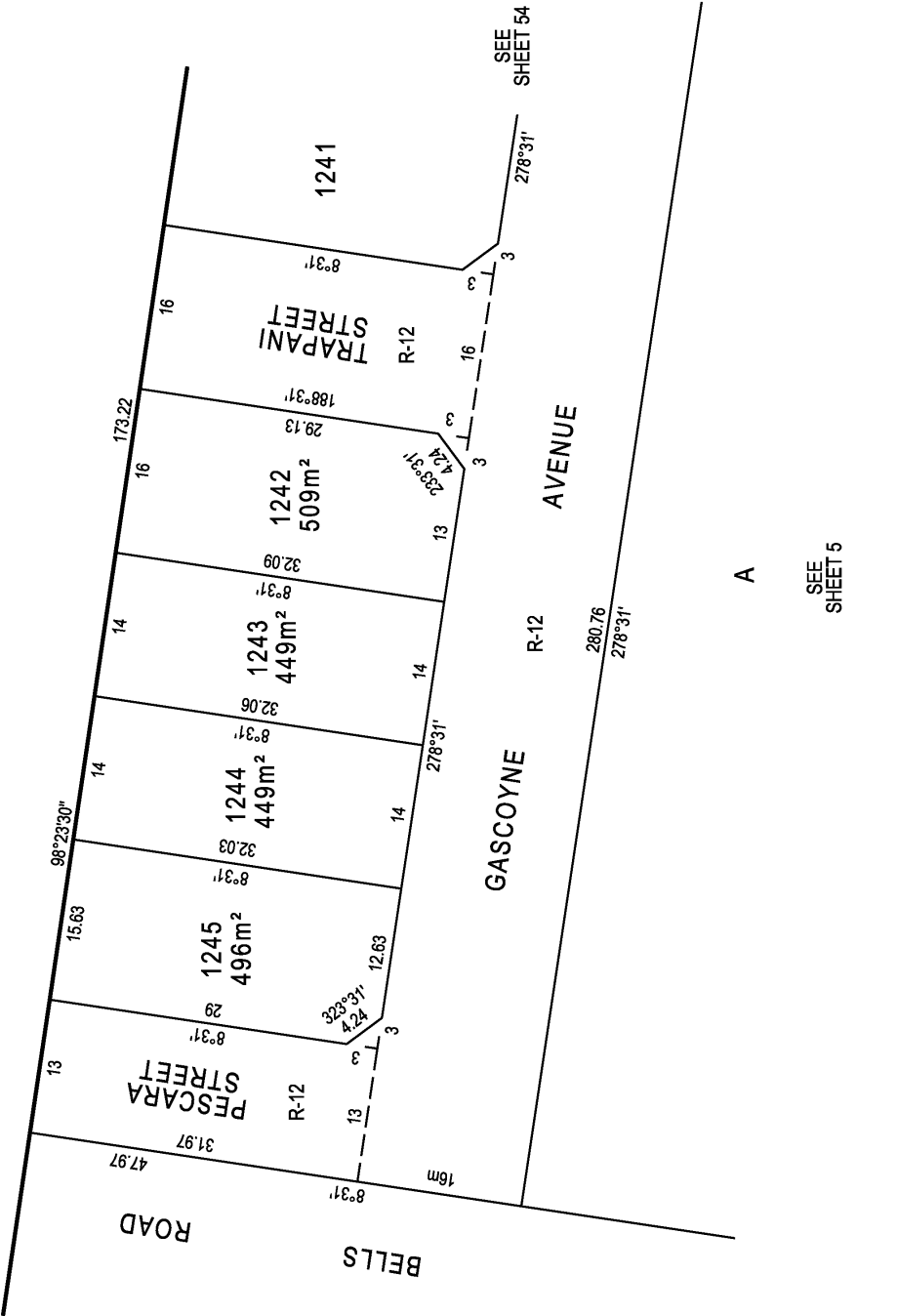








PS 839059M



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SCALE 1:500  
5 0 5 10 15 20  
LENGTHS ARE IN METRES  
MICHAEL NEYLAN DEGG  
REF 1209  
VERSION

ORIGINAL SHEET SIZE: A3  
SHEET 55

**PS 839059M****CREATION OF RESTRICTION 1A****UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.****LAND TO BENEFIT:** Lots 101 to 141 (both inclusive).**LAND TO BURDEN:** Lots 101 to 141 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8338, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8338 and;
2. Any dwelling other than in accordance with MCP No. AA8338
3. Any building on a lot unless the plans for such a building are endorsed as being accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.

**CREATION OF RESTRICTION 1B****UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.****LAND TO BENEFIT:** Lots 101 to 141 (both inclusive).**LAND TO BURDEN:** Lots 101, 102, 113 to 116 (both inclusive), 140 & 141.

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, construct or permit to be constructed any dwelling other than a two storey dwelling.

This restriction will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 56

**PS 839059M**

## CREATION OF RESTRICTION 2A

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

**LAND TO BENEFIT:** Lots 201 to 242 (both inclusive).

**LAND TO BURDEN:** Lots 201 to 242 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8339, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8339 and;
2. Any dwelling other than in accordance with MCP No. AA8339
3. Any building on a lot unless the plans for such a building are endorsed as being accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.

## CREATION OF RESTRICTION 2B

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

**LAND TO BENEFIT:** Lots 201 to 242 (both inclusive).

**LAND TO BURDEN:** Lots 201, 202 & 238 to 242 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, construct or permit to be constructed any dwelling other than a two storey dwelling.

This restriction will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 57

**PS 839059M****CREATION OF RESTRICTION 4A****UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.****LAND TO BENEFIT:** Lots 401 to 443 (both inclusive).**LAND TO BURDEN:** Lots 401 to 443 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8340, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8340 and;
2. Any dwelling other than in accordance with MCP No. AA8340.
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.

**CREATION OF RESTRICTION 4B****UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS TO BE CREATED.****LAND TO BENEFIT:** Lots 401 to 443 (both inclusive).**LAND TO BURDEN:** Lots 401, 402, 427 to 429 (both inclusive) & 437 to 443 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, construct or permit to be constructed any dwelling other than a two storey dwelling.

This restriction will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 58

**PS 839059M**

## CREATION OF RESTRICTION 5A

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

**LAND TO BENEFIT:** Lots 501 to 549 (both inclusive).

**LAND TO BURDEN:** Lots 501 to 549 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8420, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8420 and;
2. Any dwelling other than in accordance with MCP No. AA8420.
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.

## CREATION OF RESTRICTION 5B

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

**LAND TO BENEFIT:** Lots 501 to 549 (both inclusive).

**LAND TO BURDEN:** Lots 501, 502, 511, 512, 513 & 543 to 546 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, construct or permit to be constructed any dwelling other than a two storey dwelling.

This restriction will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 59

**PS 839059M**

## CREATION OF RESTRICTION 6

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

**LAND TO BENEFIT:** Lots 601 to 634 (both inclusive).

**LAND TO BURDEN:** Lots 601 to 634 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8421, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8421 and;
2. Any dwelling other than in accordance with MCP No. AA8421.
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 60

**PS 839059M**

## CREATION OF RESTRICTION 3A

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

**LAND TO BENEFIT:** Lots 301 to 341 (both inclusive).

**LAND TO BURDEN:** Lots 301 to 341 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8570, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8570 and;
2. Any dwelling other than in accordance with MCP No. AA8570
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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ORIGINAL SHEET  
SIZE: A3

SHEET 61

**PS 839059M**

## CREATION OF RESTRICTION 9

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

**LAND TO BENEFIT:** Lots 901 to 948 (both inclusive).

**LAND TO BURDEN:** Lots 901 to 948 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8758, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8758 and;
2. Any dwelling other than in accordance with MCP No. AA8758
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 62



**PS 839059M**

## CREATION OF RESTRICTION 7

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

**LAND TO BENEFIT:** Lots 701 to 745 (both inclusive).

**LAND TO BURDEN:** Lots 701 to 745 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8757, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA8757 and;
2. Any dwelling other than in accordance with MCP No. AA8757
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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**MICHAEL NEYLAN DEGG**

REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 63

**PS 839059M**

## CREATION OF RESTRICTION 8

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

**LAND TO BENEFIT:** Lots 801 to 856 (both inclusive).

**LAND TO BURDEN:** Lots 801 to 856 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA8982, any dwelling outside the relevant building height and setback profiles shown in MCP No. A8982 and;
2. Any dwelling other than in accordance with MCP No. AA8982.
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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LAND DEVELOPMENT CONSULTANTS

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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 64

**PS 839059M**

## CREATION OF RESTRICTION 10

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

**LAND TO BENEFIT:** Lots 1001 to 1031 (both inclusive).

**LAND TO BURDEN:** Lots 1001 to 1031 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA9198, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA9198 and;
2. Any dwelling other than in accordance with MCP No. AA9198
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 65

**PS 839059M**

## CREATION OF RESTRICTION 11

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

**LAND TO BENEFIT:** Lots 1101 to 1150 (both inclusive).

**LAND TO BURDEN:** Lots 1101 to 1150 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA9230, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA9230 and;
2. Any dwelling other than in accordance with MCP No. AA9230
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 66

**PS 839059M**

## CREATION OF RESTRICTION 12

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

**LAND TO BENEFIT:** Lots 1201 to 1245 (both inclusive).

**LAND TO BURDEN:** Lots 1201 to 1245 (both inclusive).

The registered proprietor or proprietors for the time being of any lot forming part of the Land to be burdened must not, without the permission of the Responsible Authority, construct or permit to be constructed;

1. In the case of lots containing a building envelope zone, as shown in MCP No. AA9231, any dwelling outside the relevant building height and setback profiles shown in MCP No. AA9231 and;
2. Any dwelling other than in accordance with MCP No. AA9231.
3. Any building on a lot unless the plans for such a building are endorsed as being in accordance with the Riverfield Estate Design Guidelines prior to the issue of a building permit.

These restrictions will cease to affect any of the burdened lots 10 years after registration of this plan.



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REF 1209

VERSION

ORIGINAL SHEET  
SIZE: A3

SHEET 67

# MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

## PLAN NUMBER

### PS839059M

MASTER PLAN (STAGE 1) REGISTERED DATE 12/05/2022 TIME 1:18 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT S3	LOTS 201-242 (BI), LOT S4, & ROAD R2	STAGE PLAN	PS839059M/S2	17/05/22	2	IT
LOT S4	LOTS 401-433 (BI), LOT S6, ROAD R4, RES4 & RES5	STAGE PLAN	PS839059M/S4	17/05/22	2	IT
LOT S6	LOTS 501 to 549 (BI), LOTS S7 & S8, RESERVE No. 6 & 7 & ROAD R5	STAGE PLAN	PS839059M/S5	6/06/22	3	SN
LOTS S2 & S7	LOTS 601-634, LOT A, LOT S9 AND ROAD R-6	STAGE PLAN	PS839059M/S6	12/09/22	4	L.H
LOT S9	LOTS 301-341, LOT S5, ROAD R-3 AND RESERVE 3	STAGE PLAN	PS839059M/S3	06/10/22	5	L.H
LOT S5	LOT S13, LOTS 901 TO 948, AND ROAD R9	STAGE PLAN	PS839059M/S9	17/11/22	6	TL
LOT S13	LOTS 701 TO 745(BI), LOT C, LOT S10, ROAD R7, RESERVE 8	STAGE PLAN	PS839059M/S7	12/02/23	7	RJM
LOT S10	LOTS 801-856, LOT S12, ROAD R8, RESERVE 9	STAGE PLAN	PS839059M/S8	29/3/23	8	A.R.T.
LOT S12	LOTS 1001 - 1031, LOT S14, B, ROAD R10 & RES No.10	STAGE PLAN	PS839059M/S10	16/05/23	9	KN
LOT S14	LOTS S15, 1101 - 1150, ROAD R11 & RESERVE NO.12	STAGE PLAN	PS839059M/S11	10/06/23	10	KN
LOT S15	LOTS 1201-1245, ROAD R12 & RESERVE NO. 13	STAGE PLAN	PS839059M/S12	26/09/23	11	AR
LOT S8	RESERVE NO.14	STAGE PLAN	PS839059M/S101	10/01/24	12	R.J.M
E-17, E-18, E-19, E-20, E-22, E-23, E-24 & E-25	-	REMOVAL OF EASEMENT (SURRENDER TO CROWN)	AX738164G	01/03/24	13	KB

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1154326

## APPLICANT'S NAME & ADDRESS

MANPREET SINGH C/- LANDATA  
DOCKLANDS

## VENDOR

MAHMOOD, TAHIR

## PURCHASER

NA, NA

## REFERENCE

This certificate is issued for:

LOT 841 PLAN PS839059 ALSO KNOWN AS 8 CODA WAY CLYDE  
CASEY CITY

The land is covered by the:

CASEY PLANNING SCHEME

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

The land:

- is included in a URBAN GROWTH ZONE - SCHEDULE 12
- is within a INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and MAY BE SUBJECT TO A GROWTH AREAS INFRASTRUCTURE  
CONTRIBUTION - FOR MORE INFORMATION GO TO THE WEBSITE  
([https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-  
legislation/growth-areas-infrastructure-contribution](https://www.planning.vic.gov.au/legislation-regulations-and-fees/planning-<br/>legislation/growth-areas-infrastructure-contribution))

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

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

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

07 July 2025

**Sonya Kilkenny**  
Minister for Planning

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

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

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

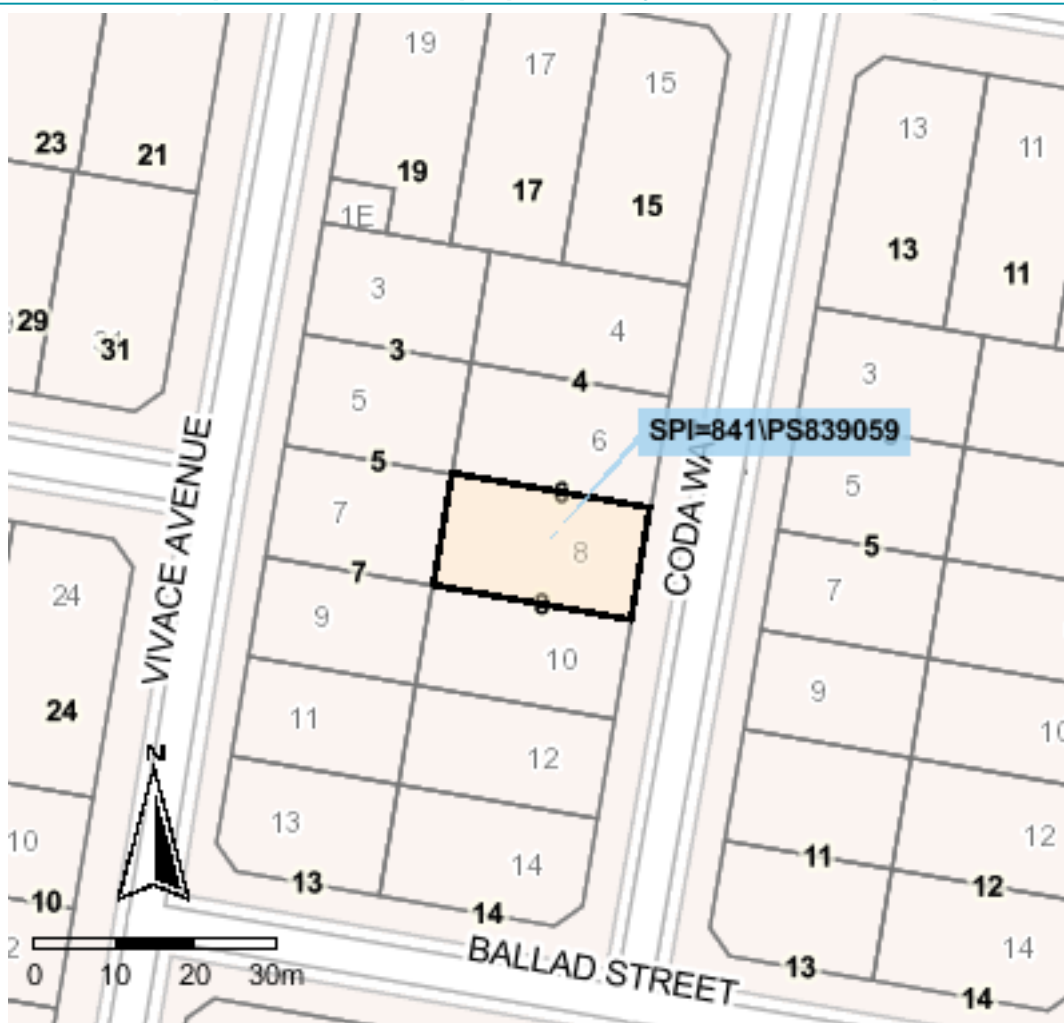
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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#### *Why rely on anything less?*

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Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

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# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 July 2025 03:49 PM

## PROPERTY DETAILS

Address: **8 CODA WAY CLYDE 3978**  
Lot and Plan Number: **Lot 841 PS839059**  
Standard Parcel Identifier (SPI): **841\PS839059**  
Local Government Area (Council): **CASEY**  
Council Property Number: **180804**  
Planning Scheme: **Casey**  
Directory Reference: **Melway 135 J12**

[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: **EASTERN VICTORIA**  
Legislative Assembly: **BASS**

## OTHER

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

[View location in VicPlan](#)

## Note

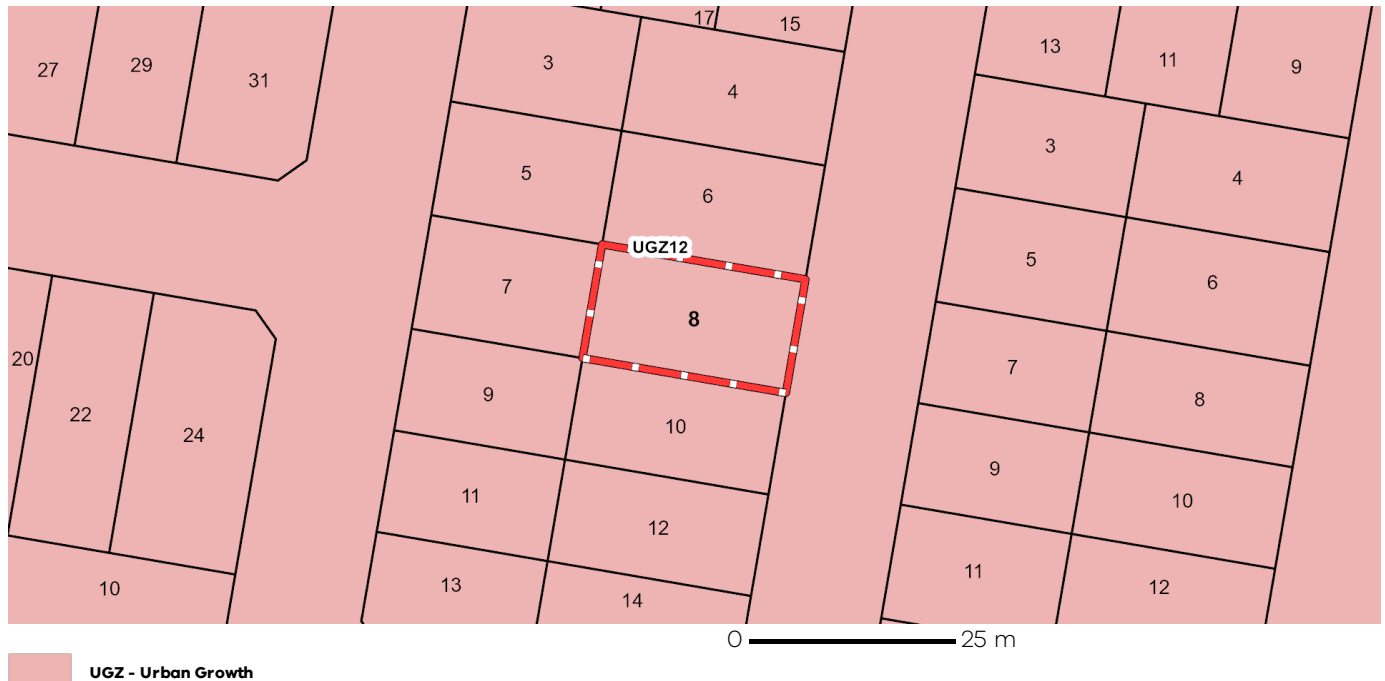
**This land is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 12 \(UGZ12\)](#)



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

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

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

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

## Planning Overlays

### INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

#### INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)

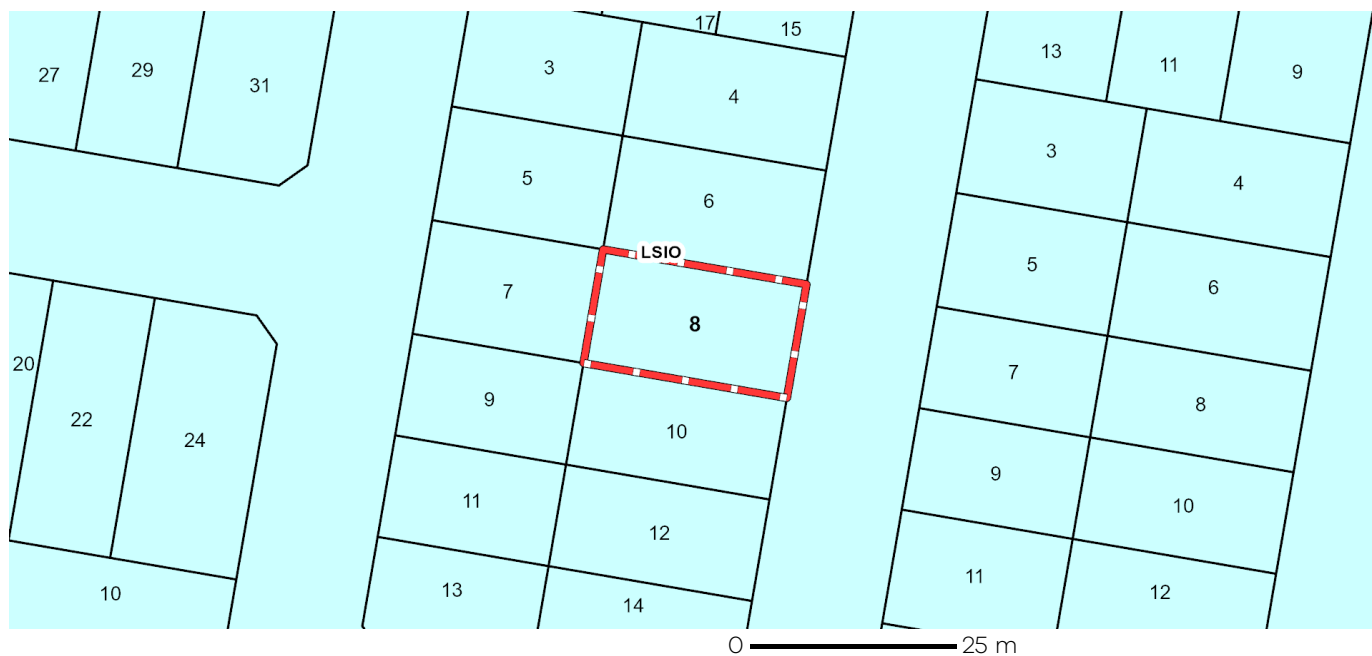


 **ICO - Infrastructure Contributions Overlay**

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

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

#### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

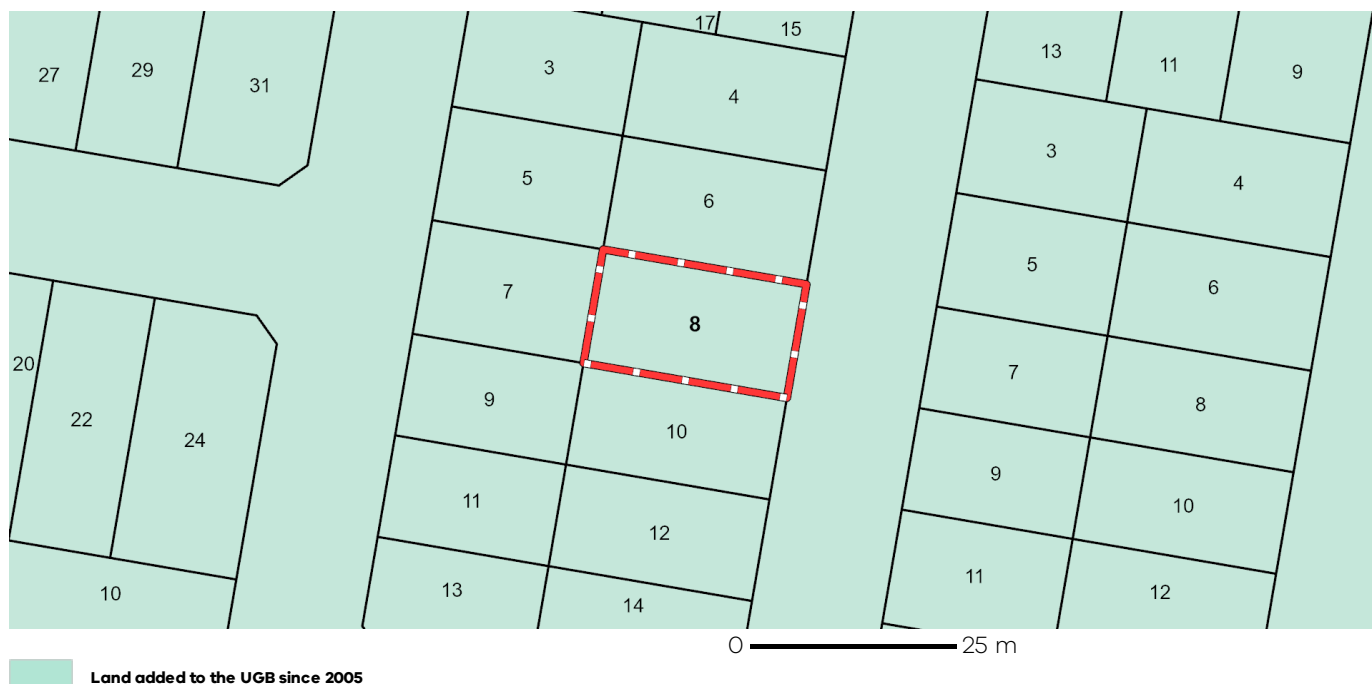


 **LSIO - Land Subject to Inundation Overlay**

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

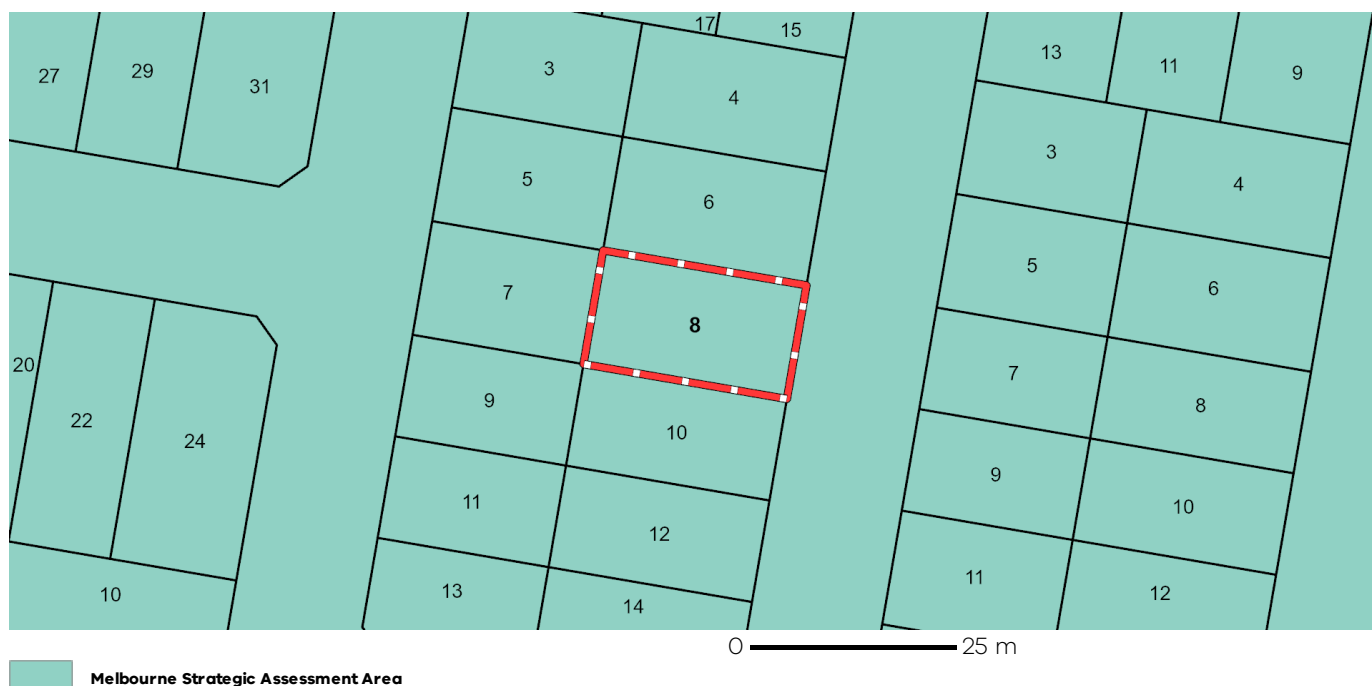
## Growth Area Infrastructure Contribution

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



## Melbourne Strategic Assessment

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



## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

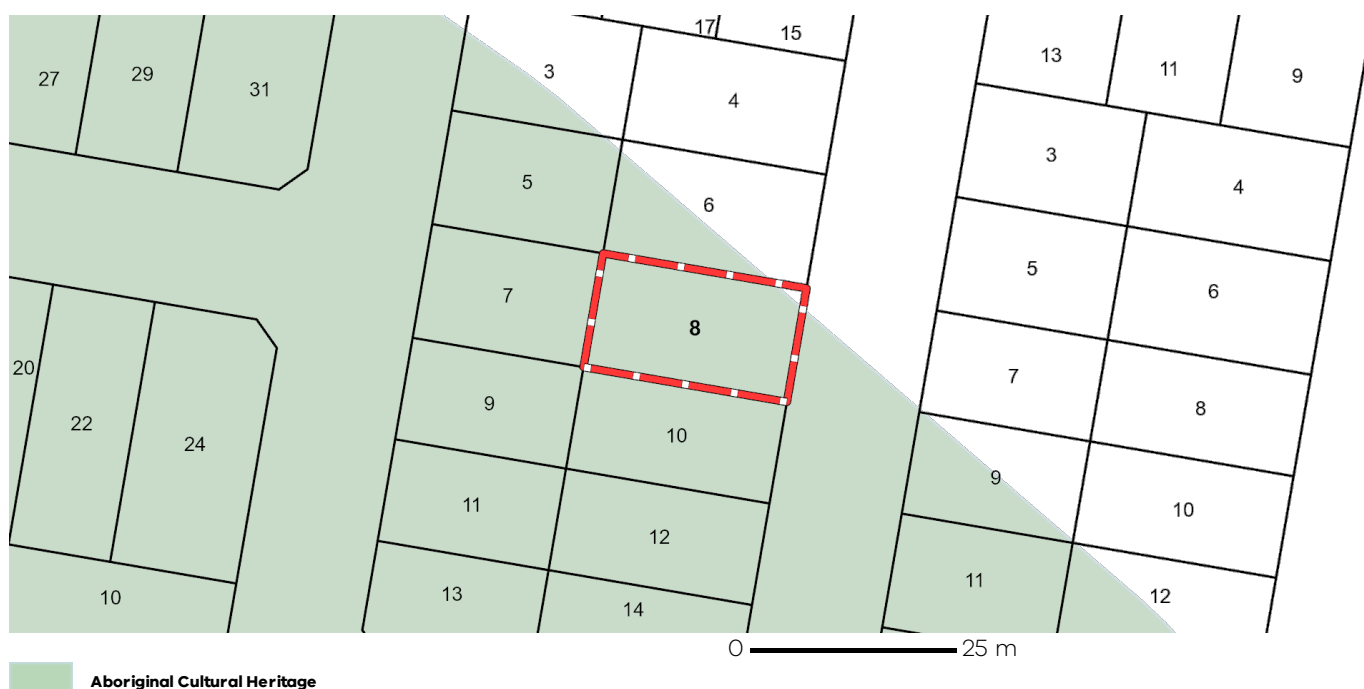
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Aboriginal Cultural Heritage

## Further Planning Information

Planning scheme data last updated on 3 July 2025.

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

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

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

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

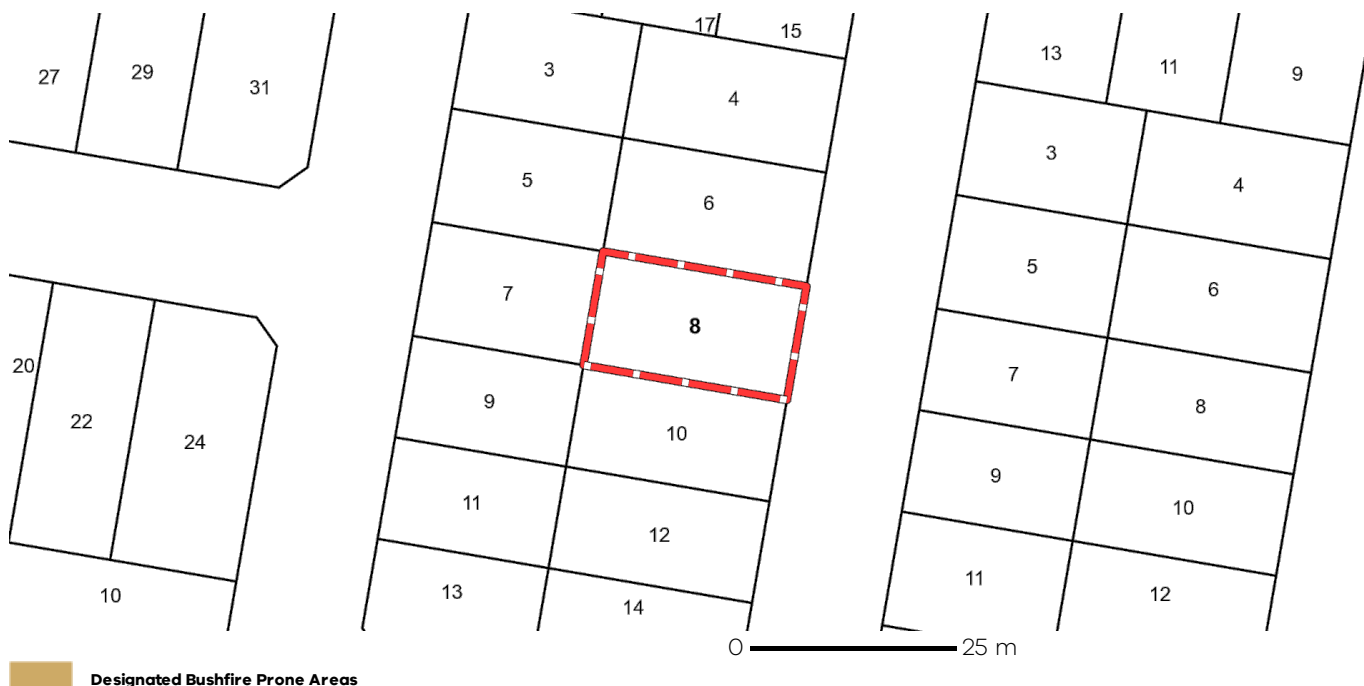
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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



# BUILDING SURVEYING VICTORIA

E: info@bsvic.com.au P: 03 9707 4443 M: PO Box 629, Beaconsfield VIC 3807

## BUILDING PERMIT - FORM 2

Building Act 1993, Building Regulations 2018, Regulation 37

**Job Reference Number: 027441**

Building Permit Number: 2399601054774 Issued: 17/10/2023

### Property Details:

Address: 8 Coda Way, CLYDE  
Allotment: 841  
Municipality: Casey City Council

Postcode: 3978  
LP/PS: PS839059

### Issued To:

Name: Frenken Homes Pty Ltd  
Address: 194 Sladen Street, CRANBOURNE  
Email: assist@frenkenhomes.com.au

Phone: 5995 1655  
Postcode: 3977  
ACN: 121 265 898

*The above address is the 'Address for Serving or Giving of Documents' unless noted otherwise.*

### Ownership Details:

Name: Harpreet Singh  
Address: 135 Brookwater Parade, LYNDHURST  
Email: preet\_yanks@yahoo.com

Phone: 0403 975 402  
Postcode: 3975

### Builder:

Name: Frenken Homes Pty Ltd  
Address: 194 Sladen Street, CRANBOURNE  
Building practitioner registration no: CDB-U 54221

Phone: 5995 1655  
Postcode: 3977  
ACN: 121 265 898

### Natural person for service of directions, notices and orders:

Name: Jayne DaRose  
Address: 194 Sladen Street, CRANBOURNE

Phone: 5995 1655  
Postcode: 3977

### Building practitioner or architects engaged to prepare documents for this permit:

Name	Category / Class	Registration number
Alan Williams	Drafting	DP-AD 1316
Glenn Gebert	Civil Engineer	PE0010955

### Nature of Building Works: Construction of a dwelling and garage

Building Classification:	Part of Building	BCA Classification
	Dwelling	1a(a)
	Garage	10a

Total new floor area:	210m <sup>2</sup>	Stage of work permitted:	All
Cost of Works:	\$252,936	Version of BCA applicable:	NCC 2022

Details of Relevant Planning Permit (if applicable):	Planning Permit No:	Date:
Details of Domestic Building Work Insurance:	VMIA C830872	

**PHONE 9707 4443 TO BOOK INSPECTIONS - MINIMUM 24 HOURS NOTICE REQUIRED**

The mandatory notification stages for inspection are:

PRE-SLAB  
SLAB STEEL  
FRAME  
FINAL

[www.bsvic.com.au](http://www.bsvic.com.au)

BUILDING SURVEYING VICTORIA PTY LTD ARN 50 881 876 161

Inspection Approval Dates  
Inspection Type  
PRE-SLAB  
SLAB STEEL  
FRAME  
FINAL

Approval Date  
28/11/2023  
28/11/2023  
15/12/2023  
22/04/2024



**Commencement and Completions:**

This building work must commence by: **17/10/2024**

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 must be completed by: **17/10/2025**

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.

**Occupancy of Building:**

An Occupancy Permit (whole) is required prior to the occupation or use of this building in relation to which the building work is carried out.

**Protection work:**

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

Where the above indicates protection works are not required, this is based on the documentation provided at time of assessment indicating that no risk of significant damage to any adjoining property was evident. In this instance, the person in charge of carrying out building works is to notify the relevant building surveyor should a risk of significant damage become apparent.

**General Building Permit Conditions**

- Under Regulation 41, the person in charge of carrying out of the building work on an allotment must ensure that a copy of approved documents are available on-site at all times and take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- The mandatory inspection notification stages of work are (a) before placing a footing; (b) before pouring an in situ reinforced concrete member; (c) the completion of framework; (e) final, on the completion of all building work. Inspection requirements listed on the previous page are common terms used to describe the mandatory stages but do not over-ride these requirements. Building work must not continue past a mandatory notification stage without written approval of that stage first being issued by BSV (s33(2)).
- The relevant building surveyor must be notified without delay after completion of each mandatory stage including any additional stage specified in this permit.
- All materials & work practices shall comply with, but not limited to, the Building Regulations 2018, the National Construction Code and all relevant current Australian Standards (as amended) referred to therein.
- The person in charge of carrying out the building work must ensure that the building work does not encroach over the title boundaries of the subject allotment.
- Where plumbing and/or electrical work for which required the issue of a compliance certificate is carried out in conjunction with the building work included in this permit, a copy of that certificate must be supplied to the relevant building surveyor along with the application for occupancy permit (Form 15) prior to the issue of any Occupancy Permit.
- Where insulation and energy efficiency requirements are applicable, certificates / declaration must be provided to the building surveyor prior to the issuance of a final certificate / occupancy permit.
- Where waterproofing of wet area works are carried out a certificate must be provided to the building surveyor prior to the issuance of a final certificate / occupancy permit.
- Where any prefabricated items such as Roof trusses, Wall framing and/or Floor joists are applicable the layouts and design certificate must be provided to BSV prior to the frame inspection being undertaken.
- Where a termite management system is required it shall be carried out in accordance with AS 3660.1 - 2014. If there is any doubt regarding methods required to achieve compliance the relevant building surveyor must be consulted. Certificates showing the system/s used and locations installed must be provided to the building surveyor prior to a final certificate / occupancy permit being able to be issued. It is the owners responsibility to carry out regular inspections of the building for evidence of termite activity.

**Prescribed reporting authority**

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

Reporting authority	Regulation number	Matter reported on or consented to
Casey City Council	Reg. 133(2)	Point of discharge of storm water
Casey City Council	Reg. 153(3)	Consent to build on land designated as subject to flooding

**Performance Solutions**

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies (Regulation 38):

- P2.6.2. A performance solution has been accepted in relation to National Construction Code Volume 2 performance requirement P2.6.2, assessed using Comparison with the Deemed-to-Satisfy Provisions. The performance solution proposes utilising the available recycled water connection to flush all toilets in lieu of providing a rainwater tank as required by NCC clause 3.12.0(a). The use of recycled water to flush all toilets has been compared to and accepted as exceeding the deemed-to-satisfy provision 3.12.0(a) requirement.

Relevant Building Surveyor: BRETT THRELFALL

Signature:



Registration No: BS-U 30045

Date of Issue: 17/10/2023





BOVILL RISK & INSURANCE CONSULTANTS PTY LTD  
Level 9, IBM Centre 60 City Road  
Southbank, VIC 3006  
bric.com.au  
1800 077 933

## Domestic Building Insurance

## Certificate of Insurance

HARPREET SINGH  
135 Brookwater Pde  
LYNDHURST  
VIC 3975

Policy Number:  
C830872

Policy Inception Date:  
12/10/2023

Builder Account Number:  
011826

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 841 #8 CODA WAY CLYDE VIC 3978 Australia  
Carried out by the builder: FRENKEN HOMES PTY LTD  
Builder ACN: 121265898

**!** 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): HARPREET SINGH  
Pursuant to a domestic building contract dated: 01/06/2023  
For the contract price of: \$ 252,936.00  
Type of Cover: Cover is only provided if FRENKEN HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \*  
The maximum policy limit for claims made under this policy is: \$300,000 all inclusive of costs and expenses \*  
The maximum policy limit for non-completion claims made under this policy is: 20% of the contract price limited to the maximum policy limit for all claims under the policy\*

### PLEASE CHECK

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

### IMPORTANT

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

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

Issued by Victorian Managed Insurance Authority

Date Generated: 12/10/2023  
OFFICE USE ONLY: COI-0717-1  
Page 1 of 2

Victorian Managed Insurance Authority  
ABN 39 682 497 841  
PO Box 18409, Collins Street East Victoria 8003  
P: 1300 363 424





# BUILDING SURVEYING VICTORIA

E: info@bsvic.com.au P: 03 9707 4443 M: PO Box 629, Beaconsfield VIC 3807

## OCCUPANCY PERMIT - FORM 16

Building Act 1993, Building Regulations 2018, Regulation 192

For Building Permit Number: 2399601054774

**Property Details:**  
8 Coda Way  
CLYDE 3978  
Lot: 841 LP/PS: PS839059  
Municipal district: Casey City Council

**Nature of Building Works** Construction of a dwelling and garage  
**Allowable Floor Loading:** 1.5 kPa  
**Version of BCA** NCC 2022

Building Description	Part of Building	BCA Class
	Dwelling	1a(a)
	Garage	10a

Reporting Authority	Matter Reported On	Regulations
Casey City Council	Point of discharge of storm water	Reg. 133(2)
Casey City Council	Consent to build on land designated as subject to flooding	Reg. 153(3)

### Performance Solution

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

P2.6.2. A performance solution has been accepted in relation to National Construction Code Volume 2 performance requirement P2.6.2, assessed using Comparison with the Deemed-to-Satisfy Provisions. The performance solution proposes utilising the available recycled water connection to flush all toilets in lieu of providing a rainwater tank as required by NCC clause 3.12.0(a). The use of recycled water to flush all toilets has been compared to and accepted as exceeding the deemed-to-satisfy provision 3.12.0(a) requirement.

### Maintenance Determination

The requirement for maintenance determinations does not apply to these works, as such a maintenance determination is not required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

### Conditions

- All cooking appliances, hot water appliances and if applicable the rain water tank to be operational prior to occupation. All services to be connected prior to occupation.
- All landscaping works to maintain a minimum distance from below weep holes of 150mm to soil; or 75mm to paving; or 50mm to paving graded away from the building with a roof covering.
- The owner's attention is drawn to the document published by the Victorian Building Authority - 'Minimising Foundation Movement and Damage to Your House' and further to the requirements of AS 2870, both of which indicate the owner's responsibilities with regard to the regular maintenance of the building, site drainage, plumbing leaks, excessive or irregular watering of gardens adjacent to the building, and vegetation plantation and growth.

### Suitability for Occupation

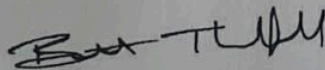
- At the date this occupancy permit is issued, the building to which this permit applies is suitable for occupation.
- This Occupancy Permit does not constitute a statement of compliance with the Building Act 1993 or the Building Regulations 2018.

**Certificate Number: 027441**

**Relevant Building Surveyor:** BRETT THRELFALL

**Registration No:** BS-U 30045

**Signature:**



**Date of Issue:** 24 April 2024

**www.bsvic.com.au**  
BUILDING SURVEYING VICTORIA PTY LTD ABN 59 881 876 191



RATE & VALUATION NOTICE

1 JULY 2024 - 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



032-3977 (6355)

T Mahmood & G Nazli  
63 Charlbury Crescent  
CRANBOURNE NORTH VIC 3977

ISSUE DATE: 05/08/2024  
PROPERTY ID: 180804  
ACCOUNT REF NO.: 01808041

All arrears outstanding, not subject to a formal payment plan, must be paid immediately to avoid further interest charges (currently set at 10% PA).

THREE PAYMENT OPTIONS:

OPTION 1:  
PAY OVER 4 INSTALMENTS

To pay by instalments, you MUST pay the first instalment by the due date.

- Instalment 1: 30 September 2024 \$389.15
- Instalment 2: 2 December 2024 \$389.15
- Instalment 3: 28 February 2025 \$389.15
- Instalment 4: 2 June 2025 \$389.15

OPTION 2:  
PAY IN FULL \$1,556.60

Due by 17 February 2025

OPTION 3:  
PAY BY DIRECT DEBIT OVER 9 MONTHLY PAYMENTS

Existing Direct Debit arrangements will continue from 30 September 2024.

A Payment Schedule will be sent separately. Turn over for further information.

PROPERTY: 8 Coda Way CLYDE VIC 3978  
Lot 841 PS 839059M

PRESCRIBED DATE OF VALUATION: (Valuation as at) 1 JAN 2024  
OPERATIVE DATE: (Effective from) 1 JULY 2024

CAPITAL IMPROVED VALUE: (Total Property Value) \$635,000  
SITE VALUE: (Land Value) \$375,000  
NET ANNUAL VALUE: \$31,750

RATES & CHARGES:	CALCULATION:	AMOUNT:
Fire Service Levy Residential Fixed	132.00	\$132.00
Fire Service Levy Residential Variable	(.000087 x CIV)	\$55.25
General Rate	@\$.0021564609 x CIV	\$1,369.35

Current rates and fire services property levy must be paid 17 February 2025 to avoid interest unless being paid by instalments. Any arrears shown above should be paid immediately to avoid incurring additional interest and legal action to recover the debt which may include additional costs.

AUSTRALIAN VALUATION PROPERTY CLASSIFICATION CODE:  
110 - Detached Dwelling

RATE CAPPING

Council has complied with the Victorian Government's rate cap 2.75%. The cap applies to the average increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- i) The valuation of your property relative to the valuation of other properties in the municipal district
- ii) The application of any differential rate by Council
- iii) The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

To update your contact details, please notify us at [www.casey.vic.gov.au/update-your-contact-details](http://www.casey.vic.gov.au/update-your-contact-details)

If you are eligible for a pension concession and the discount is not showing above please contact Customer Service to organise a rebate application.

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

**BPAY** Biller Code: 8995  
Ref: 01808041  
BPAY® this payment via Internet or phone banking.  
BPAY View® – View and pay this bill using internet banking.  
BPAY View Registration No.: 01808041

INSTALMENT AMOUNT:  
DUE BY 30/09/2024 \$389.15  
TOTAL AMOUNT:  
DUE BY 17/02/2025 \$1,556.60

DATE: / /  
\$

RATEPAYER: T Mahmood & G Nazli  
PROPERTY: 8 Coda Way CLYDE VIC 3978  
PROPERTY ID: 180804



\*71 179 1808041 27





**Payments (Visa/MasterCard) & account balances:**  
[southeastwater.com.au](http://southeastwater.com.au) or call 1300 659 658  
**Account enquiries:**  
[southeastwater.com.au/enquiries](http://southeastwater.com.au/enquiries) or call 131 851  
 Mon-Fri 8am to 6pm  
**Faults and emergencies (24/7):**  
[live.southeastwater.com.au](http://live.southeastwater.com.au) or call 132 812  
**Interpreter service:**  
 For all languages 9209 0130  
 TTY users 133 677 (ask for 131 851)

TAHIR MAHMOOD AND GHAZALA NAZLI  
 63 CHARLBURY CRES  
 CRANBOURNE NORTH VIC 3977

Account number: 40089861  
 Date due: 17 June 2025

Last bill	Payments received	Balance	Current charges	Total due
\$172.90	— \$172.90cr	= \$0.00	+ \$172.90	\$172.90

### Your account breakdown

Issue date	29 May 2025
Property	8 Coda Way CLYDE VIC 3978
Property reference	53C/13381/00010
Last bill	\$172.90
Payment received	\$172.90cr
Balance brought forward	\$0.00
Our charges (no GST)	\$120.63
Other authorities' charges (no GST)	\$52.31
<b>Total due</b>	<b>\$172.90</b>

### Your snapshot

Average daily cost **\$1.32**

### Payment options

**DD Direct debit**  
 Set up payments at [southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill)

**BPAY<sup>®</sup> (Up to \$20,000)**  
 Biller code: 24208 Ref: 1004 0089 8600 009

**Credit card**  
 Pay by Visa or MasterCard at  
[southeastwater.com.au/paymybill](http://southeastwater.com.au/paymybill)  
 or call 1300 659 658

Property ref: 53C/13381/00010  
 8 CODA WAY  
 CLYDE VIC 3978



\*361 100400898600009

**eft EFT (Electronic Funds Transfer)**  
 BSB: 033-874 Account number: 40089861  
 Account name: South East Water Corporation

**Post Billpay**  
 BillpayCode: 0361 Ref: 1004 0089 8600 009  
 Call 131 816 Visit: [postbillpay.com.au](http://postbillpay.com.au)  
 Or visit an Australia Post store

**Centrepay**  
 Go to [servicesaustralia.gov.au/centrepay](http://servicesaustralia.gov.au/centrepay)  
 for more information.  
 Reference number: 555 050 397J

**Total due:** \$172.90  
**Account number:** 40089861  
**Date paid:**  
**Receipt number:**

+00000040089861> +009124+ <0000000000> <0000017290> +444+

### Our charges

<b>Service charges</b>	For period 01/04/25 to 30/06/25
Water service charge	\$22.58
Sewerage service charge	\$98.05
<b>Total service charges</b>	<b>\$120.63</b>
<b>Our charges</b>	<b>\$120.63</b>
<b>Other authorities' charges</b>	
Parks	\$21.79
Waterways and Drainage charge 01/04/25 to 30/06/25	\$30.52
<b>Total other authorities</b>	<b>\$52.31</b>
<b>Total current charges</b>	<b>\$172.90</b>

### Our charges explained

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