CONTRACT OF SALE

VENDOR : BARHASIMA NARCISSE BADERHA

Property : 12 Titan Lodge Walk, Pakenham VIC

SUPREME LAWYERS PTY LTD

Solicitors & Conveyancers 141 B Homested Road Berwick VIC 3806

Tel: 0421 861 000 Email: info@supremelawyers.com.au Ref :251141





Contract of

sale of land

PROPERTY: 12 TITAN LODGE WALK PAKENHAM VIC 3810

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Contract of sale of land

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

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

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
Print name(s) of person(s) signing:	
State nature of authority, if applicable:	Not Applicable
SIGNED BY THE PURCHASER:	on
Print name(s) of person(s) signing:	
State nature of authority, if applicable:	Not Applicable
This offer will lapse unless accepted within [contract, "business day" has the same meaning as in se] clear business days (3 clear business days if none specified) In this action 30 of the Sale of Land Act 1962
SIGNED BY THE VENDOR:	on
Print name(s) of person(s) signing:	BARHASIMA NARCISSE BADERHA
State nature of authority, if applicable:	Not Applicable
SIGNED BY THE VENDOR:	on
Print name(s) of person(s) signing:	
State nature of authority, if applicable:	Not Applicable
The DAY OF SALE is the date by which both parties ha	ave signed this contract.

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Particulars of sale

Vendor's estate agent			
Name:	Area Specialist - Pakenham		
Address:	PO Box 139 Pakenham Vic 3810		
Email:	marcusw@areaspecialist.com.au		
Tel: 0401 038 554	Mob: Fax: Ref:		
Vendor			
Name:	BARHASIMA NARCISSE BADERHA		
Address:	12 TITAN LODGE WALK PAKENHAM VIC 3810		
ABN/ACN:			
Email:			
Vendor			
Name:			
Address:			
ABN/ACN:			
Email:			
Vendor's legal practit	ioner or conveyancer		
Name:	SUPREME LAWYERS PTY LTD		
Address:	141 B Homestead Rd, Berwick VIC 3806		
Email:	info@supremelawyers.com.au		
Tel: 03 9000 5682	Mob: Fax: 0421 861 000 Ref: 251141		
Purchaser's estate ag	gent		
Name:			
Address:			
Email:			
Tel:	Mob: Fax: Ref:		
Purchaser			
Name:			
Address			
ABN/ACN:			
Email:			

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	e reference	being lot	on plan
Volume: 12046	Folio:985	1325	PS 749783L

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

Property address
12 TITAN LODGE WALK PAKENHAM VIC 3810
he address of the land is:
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
Sank guarantee
\Box 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
\square 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 condition 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*:

5

(*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
ye	ars
0	R
	a residential tenancy for a fixed term ending on
0	
	a periodic tenancy determinable by notice
Term	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. (<i>Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions</i>)
Loan	general condition 20)
□ ^{Thi}	contract is subject to a loan being approved and the following details apply if the box is checked:
Lender:	
(or anot	er lender chosen by the purchaser)
Loan ar	ount: no more than \$ Approval date:
Build	ng report
	eneral condition 21 applies only if the box is checked
_	

Pest report

 $\hfill\square$ General condition 22 applies only if the box is checked

Special conditions

Instructions: It is recommended that when adding special conditions:

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

1. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

2. Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

3. Restrictions

The property is sold subject to all easements, covenants, leases, encumbrances, easements and all implied easements, encumbrances and restrictions and any rights or any other person, whether they are disclosed or not. The purchaser accepts the location of all buildings and shall not make any claim whatsoever in relation thereon.

4. Stamp duty & default:

- 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)
- ii. if the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- iii. The purchasers fully indemnify the vendor, the vendor's agent and vendor's conveyance representative against any claims or demands which may be made against any or all of them in relation to any additional duty payable as result of the proportions in the transfer differing from these in the contract.
- Iv Then Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the due date") the vendor will or may suffer the following losses and expenses which the purchaser shall be required to and agrees to pay to the vendor in addition to the interest payable in accordance with the terms of the contract:
 - a. All costs associated with obtaining finance to complete the vendor's purchase of another property., and interest charged on such bridging finance,
 - b. Interest payable by the vendor under any existing mortgage over the property calculated from the due date,
 - c. Accommodation and /or storage expenses necessarily incurred by the Vendor.
 - d. Costs and expenses as between the Vendor's Solicitor and the vendor
 - e. Penalties payable by the Vendor to a third party through any delay in completion of the vendor's purchase.
 - f. A fee for re scheduling settlement from the due Date and agreed time to such alternative date or time thereafter set at 330.00 on each occasion of change.

- v. The Purchaser acknowledges and declares that he has purchased the property as a result of his own inspections and enquires of the property and all buildings and structures thereon.
 - a. The purchaser further acknowledges that any improvements on the property may be subject or acquire compliance with building regulations and relevant legislation and by- laws.
 - b. Any failure to comply with such regulations, legislation and by laws shall not be deemed to constitute a defect in title.
 - c. The Purchaser shall not claim compensation nor require the vendor to comply with the abovementioned laws and regulations.

5. Default Interest

If the purchaser defaults in payment of any money under this contract, the purchaser must without prejudice to any other rights of the vendor, pay to the vendor interest at the rate of 4% more than the amount specified as the penalty rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* on the amount in default from the time it fell due until the default ceases.

6. Purchasers Indemnity

The purchaser indemnifies the vendor against any cost liability loss or damage incurred or suffered directly or indirectly by the Vendor caused or contributed to by the Purchaser's breach of warranty referred to in this special condition.

7. Identity of the land sold

The purchaser admits that the land as offered for sale, occupied by the vendor and inspected by the purchaser is identical to that described in the title particulars as the land being sold in the vendor statement. The purchaser agrees no to make any requisition or claim any compensation for any alleged misdescription of the land or any deficiency in the area of measurements of the land.

8. Condition of the Property-Dwelling and Structures on the Property

The purchaser acknowledges:

- 8.1 The property and the chattels are purchased in their existing condition.
- 8.2 any improvements on the Land may be subject to or require compliance with the Victoria Building Regulations, municipal by-laws, relevant statutes and any regulations there under or any repealed laws under which the improvements were constructed. Any failure to comply with any one or more of those laws 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; and
- 8.3 The Purchaser purchased the property as a result of their own inspection and enquiries and accept that the land sold (including improvements thereon) in the present state of repair and condition.
- 8.4 The land and building (if any) are sold as inspected by the purchaser on the basis of any existing improvements thereon. The purchaser shall not make any requisition, or claim and compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise, including any requisition in relation to the issue or non-issue of any building permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

9 Goods

The purchaser acknowledges that he has inspected the goods, fittings and appliances forming part of this contract and that he is aware of their condition and any deficiencies. The purchaser shall not require the goods to be in working order at the date of settlement, nor shall be claim any compensation in relation thereon.

10 Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

11 Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

12 Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions* & *Takeovers Act* 1975 all requirements of 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.

13 Subject to Conditions of Planning Permits

The Purchaser accepts the Land subject to any existing planning restrictions affecting the Land pursuant to the provisions of:

- 13.1 any act, environment planning instrument or deemed environmental planning instrument; or
- 13.2 any resolution of any council made or hereafter made under the Local Government Act, Planning and Environment Act, Town & Country Planning Act or the Environment Protection Act.
- 13.3 The Purchaser takes title subject to and shall not make any requisition, objection or claim for compensation in respect of the zoning or re-zoning of the Land or any part(s) thereof or any area within which the Land or any part(s) thereof is or are situated pursuant to any of the provisions in (i) to (ii) above.

14 Acknowledgements

The Purchaser acknowledges that prior to the execution of this or any other contract agreement or document whatsoever in relation to the purchase of the Land the Purchaser received from the Vendor or the Vendor's Agent the Vendor's Statement signed by the Vendor.

15 Outgoings

15.1 Liability for outgoings

The vendor must pay all outgoings required to e paid by the vendor for the property up to and including the settlement date. The purchaser must pay all outgoings required to be paid after the settlement date

- 15.2 Apportionment of Outgoings
- (a) (**Billing cycle**) An apportionment of outgoings must be made in respect of the period to which it relates.
- (b) (Paid basis) An outgoing must be apportioned between the Vendor and the Purchaser on settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for the assessment relates irrespective of whether it has actually been paid. All Outgoings incurred by the Vendor prior to Settlement, subject to the adjustments agreed to between the parties, must be paid in full by the Settlement Date.
- (c) **(Disregard personal statutory bebefit)** Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.

16. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the

Electronic Conveyancing National Law and special condition 16 applies if the box is marked "EC".

EC

- 16.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 16.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 16 ceases to apply from when such a notice is given.
- 16.3 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.
- 16.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 16.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 16.6 Settlement occurs when the workspace records that:
 - (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 16.7 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 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 16.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 16.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator.
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 16.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

17 COVID-19 (Coronavirus disease)

For the benefit of both parties to this transaction, should either party:

- (a) Contract the Covid-19 virus
- (b) Be placed in quarantine or isolation in the property.
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family in the property who is directly affected by
 - (a) to (c) above -
- (e) in the (in the case of the Vendor) needs to remain on the Land for any reason related to conditions (a) to (d) above; Then the parties agree that the following provisions shall apply:
 - (i) The other party cannot issue a Notice of Default on the party affected by (a) to (e) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
 - (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
 - (iii) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property.
 - (iv) If the vendor is the party seeking the benefit of this clause, he/she shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to the new settlement date.
 - (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he/she shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

18 Amendment to General Conditions

General Conditions 31.3, 31.4 and 31.5 do not apply to this Contract.

19 Solar Panels

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

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

20. Finance Clause (This condition does not apply to auction contracts)

20.1 The Parties agree that if the Purchaser fails to make application in accordance with the Particulars of Sale or fails to provide information requested by a potential lender within sufficient time to enable that potential lender to make a decision by the Approval Date, then the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance.

20.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. A decline letter from a broker will not be accepted.

21. Rate Certificates

If requested by the Vendor's legal representative, the Purchaser agrees to provide to the Vendor's legal representative copies of all certificates and searches obtained by the Purchaser to calculate adjustments. The Vendor will not be obliged to provide cheque details until such time the certificates and searches have been received.

22. Settlement Re-Booking Fee

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$330.00 should settlement be cancelled on the appointed settlement date and require re-scheduling for another date. The re-settlement fee is to be allowed on the Statement of Adjustments and paid to the Vendor's Solicitor at settlement.

23. 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.

24. 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.

25 The Purchaser their legal representative, the real estate agent, or any other party is prevented from altering, adding to, deleting, or erasing any terms or conditions of this Contract without obtaining the prior written consent of the Vendor's solicitor. Any amendments, additional conditions, or deletions made without such consent shall be considered invalid and unenforceable. In the event of any unauthorised changes to the Contract, the terms of the original Contract shall prevail and take full effect.

Supreme Lawyers

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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 <u>GUARANTEE</u>

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 <u>NOMINEE</u>

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.

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 Ltd in the month and year set out the header 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 a lease or granted a pre- emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 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 and currently 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 <u>SERVICES</u>

- 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 <u>CONSENTS</u>

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 general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general 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 predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

- 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 that 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 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 BUILDER WARRANTY INSURANCE

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

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 the holder of an unencumbered estate in free 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:

(b)

- (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
 - 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*.

Money

14 <u>DEPOSIT</u>

(a)

- 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 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.
- 14.3 The deposit must be released to the vendor if:
 - 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) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds 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 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.

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 <u>SETTLEMENT</u>

- 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 am and 4.00 pm 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 lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. 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 lodgement can no longer be conducted electronically. General 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 and time 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 lodgement 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 lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement 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 lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement 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 lodgement.

- 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 general 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 vendor's subscriber or the electronic lodgement 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 lodgement network operator of settlement.

19 <u>GST</u>

- 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:
 - 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 <u>LOAN</u>

- 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 sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a 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 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 adjustments 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 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.
- 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 of general 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 <u>GST WITHHOLDING</u>

- 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 a 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 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 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 an 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 has a 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 <u>SERVICE</u>

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 authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 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 <u>NOTICES</u>

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

29 INSPECTION

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

30 TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the Sale of Land Act 1962:
 - (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
 - (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

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

31 LOSS OR DAMAGE BEFORE SETTLEMENT

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

32 BREACH

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

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

Default

33 INTEREST

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

34 DEFAULT NOTICE

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

default unless, within 14 days of the notice being given -

- (i) the default is remedied; and
- (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35 DEFAULT NOT REMEDIED

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

GUARANTEE and INDEMNITY

I/We, of

and...... of

..... "Guarantors") (called the IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein DO for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this	. day of	2025
SIGNED by the said		
Print Name:	\mathbf{O}	
		Director (Sign)
in the presence of:		
Witness:)	
2		

Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: BARHASIMA NARCISSE BADERHA, 12 Titan Lodge Walk, Pakenham VIC 3810

Property Address: 12 Titan Lodge Walk, Pakenham VIC 3810 Lot: 1325 Plan of subdivision: 749783

JODY NKIII.

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

- Maria

Dated: 22 March 2025

Signed for an on behalf of the Vendor: SUPREME LAWYERS PTY LTD

VENDORS STATEMENT

PURSUANT TO DIVISION 2 OF PART II - SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

VENDOR : BARHASIMA NARCISSE BADERHA

Property : 12 Titan Lodge Walk, Pakenham VIC

SUPREME LAWYERS PTY LTD

Solicitors & Conveyancers 141 B Homested Road Berwick VIC 3806

Tel: 0421 861 000 Email: info@supremelawyers.com.au Ref :251141

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	12 TITAN LODGE WALK PAKENHAM VIC 3810	
-		
Vendor's name	BARHASIMA NARCISSE BADERHA	Date
Vendor's signature		
Vendor's name		Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
<u> </u>		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

\$ То \$

Other particulars (Including dates) and times of payments: None to the Vendor's knowledge

1.3 Terms of 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 Land subject to Tax Reform scheme

Is the land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax

- (a) Reform Act 2024?
- (b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024.**

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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -
 - Is in the attached copies of title document/s.
 - *Is as follows:

Is in the attached copies of title document/s.

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

To the best of the vendor's knowledge, there is no existing failure to comply with the terms of any easement, covenant or other similar restriction. Note: there may be sewers, drains, water pipes, electricity cables (underground or overhead) or telephone cables (underground or overhead), or gas pipes laid outside registered easements which are not registered or required to be registered on the certificate of title to the property

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 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:

Are as follows:

None to the vendors knowledge. The vendors have no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendors.

4.2 Agricultural Chemicals

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

None to the vendors knowledge. The vendors have no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendors.

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation* Act 1986 are as follows:
None to the vendors knowledge. The vendors have no means of knowing all decisions of public authorities and government departments affecting the land unless communicated to the vendors.

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

6.1 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:

	Electric Supply	Gas supply □	Water supply \Box	Sewerage 🗆	Telephone services 🛛
--	-----------------	--------------	---------------------	------------	----------------------

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

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,

^(a) professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m²; (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.)

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)

Due diligence checklist
Copy of Title
Copy of Plan
Rates & Valuation Notice
Land Tax Certificate
Water Information Statement
Detailed property report
Planning property report
Vicroads certificate
Extract of Priority Sites Register
Instrument AL630477P
Instrument AQ360919S

Buildin Permit Building Insurance Occupancy Permit

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)



Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

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

Page 1 of 1

VOLUME 12046 FOLIO 985

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LAND DESCRIPTION

Lot 1325 on Plan of Subdivision 749783L. PARENT TITLE Volume 12046 Folio 955 Created by instrument PS749783L 09/01/2019

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor BARHASIMA NARCISSE BADERHA of 31 MAGNAM DRIVE PAKENHAM VIC 3810 AT968885S 21/01/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT968886Q 21/01/2021 WESTPAC BANKING CORPORATION

COVENANT PS749783L 09/01/2019

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 AL630477P 19/01/2015

AGREEMENT Section 173 Planning and Environment Act 1987 AQ360919S 18/10/2017

DIAGRAM LOCATION

SEE PS749783L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

Street Address: 12 TITAN LODGE WALK PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 16977H ST GEORGE BANK Effective from 21/01/2021

DOCUMENT END

Title 12046/985



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Document Type	Plan
Document Identification	PS749783L
Number of Pages	7
(excluding this cover sheet)	
Document Assembled	19/03/2025 23:39

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PLAN	OF S	UBDIVIS	SION		EDITION 1	PS 749	783L
LOCATION OF LAND					Council Name: Cardinia Shire Council		
PARISH: NAR NAR GOON TOWNSHIP:					Council Reference Number: S16/230 Planning Permit Reference: T160466-1 SPEAR Reference Number: S094041A		
SECTION: CROWN ALL	LOTMENT:	42 PART			Certification		
					This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 01/11/2017		
TITLE REFE	RENCE:	VOL. FO	DL.		Statement of Compliance		
					This is a statement of complian	ce issued under section	21 of the Subdivision Act 1988
LAST PLAN	N REFERENCE	: PS 749782N	LOT JK		Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied		
POSTAL AD		61 RACECOUR PAKENHAM			Digitally signed by: Penny Carn		ıncil on 04/12/2018
MGA94 CO- (AT APPROX CEM LAND IN PLAN)		E 367 540 N 5 784 260		ZONE 55 GDA 94			
	VESTING	OF ROADS AN	D OR RESER	VES	NOTATIONS		
IDENTIFI			UNCIL/BODY/I		A RESTRICTION IS TO BE C OF THIS PLAN SEE S		RATION
ROADS R-1 CARDINIA SHIRE COUNCIL			OTHER PURPOSES OF PLAN: 1. PART OF THE DRAINAGE EASEMENT SHOWN AS E-3 ON PS 723785C AFFECTING ROAD R-1 ON THIS PLAN IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN.				
NOTATIONS					2. PART OF THE SEWERAGE EASEMENT SHOWN AS E-9 ON PS 741830X AFFECTING ROAD R-1 ON THIS PLAN IS TO BE REMOVED		
DEPTH LIMITATION: DOES NOT APPLY					UPON REGISTRATION OF	THIS PLAN.	REMOVED
STAGING: THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No.					GROUNDS FOR EASEMENT REMOVAL: BY CONSENT OF THE RELEVANT AUTHORITIES VIDE SECTION 6(1)(k)(iii) OF THE SUBDIVISION ACT 1988.		
THIS SURVEY				Na(s) 54,67,68 & 96			
					INFORMATION		
LEGEND:	A - APPURT	ENANT EASEMENT		1BERING EASEMENT R	- ENCUMBERING EASEMENT (RO.	AD)	
EASEMENT REFERENCE	PU	RPOSE	WIDTH (METRES)	ORIGIN	LA	ND BENEFITED/IN FAV	OUR OF
E-1	PARI	FYWALL	0.16	THIS PLAN	THE RELE	VANT ABUTTING LOT	ON THIS PLAN
E-8		INAGE	SEE DIAG.	PS 723784E		CARDINIA SHIRE COUN	
E-9		ERAGE	SEE DIAG.	PS 741830X	Sou.	TH EAST WATER CORP	
E-10	WATER	SUPPLY	SEE DIAG.	PS 741830X	SOU	TH EAST WATER CORP	ORATION
		D LAND SURVEYORS & ENGIN BRE CONSULTING (MELB) PT	TYLTD		LOPMENT NO.OF LOTS: 56 : 1.77ha + JL	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 7 SHEETS
– – –	Calibre Level 2, 55 Southbank Boulevard Southbank VIC 2006 T 03 9203 9000 F 03 9203 9009 Surveyor's Plan Version (f),					PLAN R	
		T 03 9203	9099		3	TIME: 3:	











PS 749783L

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

LAND TO BE BURDENED: LOTS 1301 TO 1356 (BOTH INCLUSIVE)

LAND TO BE BENEFITED: LOTS 1301 TO 1356 (BOTH INCLUSIVE)

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THIS PLAN SHALL NOT DEVELOP THE LAND OTHER THAN IN ACCORDANCE WITH THE SITING AND DESIGN PROVISIONS CONTAINED WITHIN ASCOT DESIGN AND SITING GUIDELINES ENDORSED UNDER CARDINIA SHIRE COUNCIL PERMIT NO. T160466 OR AS OTHERWISE APPROVED BY COUNCIL.

THIS RESTRICTION SHALL CEASE TO HAVE EFFECT AFTER A PERIOD OF 12 MONTHS AFTER THE CERTIFICATE OF OCCUPANCY HAS ISSUED.

CALIBRE CONSU	/EYORS & ENGINEERS LTING (MELB) PTY LTD 55 Southbank Boulevard		ORIGINAL SHEET SIZE: A3	SHEET 7 OF 7 SHEETS
calibre	k VIC 3006 T 03 9203 9000 F 03 9203 9099 v.calibreconsulting.co	Digitally signed by: Zois Aravanis, Licensed Surveyor, Surveyor's Plan Version (f), 04/12/2018, SPEAR Ref: S094041A	Digitally signed by: Cardinia Shire Council, 04/12/2018,	
REF: M130094/13 VERSI	ON: F PG 8.12.16		SPEAR Ref: S094041A	4

Third Instalment Notice

Valuation, rates and charges for 2024/25

երիրիկությունները

Baderha, B N 12 Titan Lodge Walk PAKENHAM VIC 3810



032 1005115 DLX1_10957

Rateable property details:

12 Titan Lodge Walk Pakenham 3810 L1325 PS749783 V12046 F985 180 m2



Instalment 3	
Amount due:	\$392.00
Date due:	28/02/2025
Property number:	5000026682
Issue date:	10/02/2025

4th Instalment: Due 31 May 2025

Reminder notices will be sent prior to instalment due dates.

The amount due does not take into account payments received after 5th February 2025.

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Property Clearance Certificate
Land Tax



ADMINSL				Your Refere	ence:	LD:7624177	1-014-8.251141
				Certificate I	No:	87320425	
				Issue Date:		21 MAR 202	5
				Enquiries:		ESYSPROD	
			0.00/0				
Land Address:	12 TITAN LODGE WAL	K PAKENHAM VI	C 3810				
Land Id 45868021	Lot 1325	Plan 749783	Volume 12046	Folio 985			Tax Payable \$0.00
Vendor: Purchaser:	BARHASIMA BADERH NOT KNOWN YET	A					
Current Land Tax		Year Taxable	Value (SV) Pro	portional Tax	Penalty/I	nterest	Total
MR BARHASIMA	NARCISSE BADERHA	2025	\$210,000	\$0.00		\$0.00	\$0.00
Comments: Pro	operty is exempt: LTX Pr	incipal Place of R	esidence.				
Current Vacant R	esidential Land Tax	Year Taxable	Value (CIV)	Tax Liability	Penalty/I	nterest	Total
Comments:							
Arrears of Land T	āx	Year	Pro	oportional Tax	Penalty/I	nterest	Total
This certificate is s	subject to the notes that	appear on the					
reverse. The appli	icant should read these	notes carefully.	CAPITAL I	MPROVED VA	ALUE (CIV	/):	\$460,000
1/0/3-	det		SITE VALU	JE (SV):			\$210,000
Paul Broderick Commissioner of	State Revenue			LAND TAX		AX	\$0.00

CHARGE:

VICTORIA State Government

ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

Certificate No: 87320425

Power to issue Certificate

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

Amount shown on Certificate

- 2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and

- Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$210,000

Calculated as \$975 plus (\$210,000 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,600.00

Taxable Value = \$460,000

Calculated as \$460,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY Biller Code:5249 Ref: 87320425	CARD Ref: 87320425
Telephone & Internet Banking - BPAY [®]	Visa or Mastercard
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	Pay via our website or phone 13 21 61. A card payment fee applies.
www.bpay.com.au	sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



ADMINSL				Your Reference:	LD:76241771-014-8.251141
				Certificate No:	87320425
				Issue Date:	21 MAR 2025
				Enquires:	ESYSPROD
Land Address:	12 TITAN LODO	GE WALK PAKE	ENHAM VIC 3810		
Land Id	Lot	Plan	Volume	Folio	Tax Payable
45868021	1325	749783	12046	985	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
112	N/A	N/A	N/A	The AVPCC allocated to t use.	he land is not a qualifying

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

13 del ay

Paul Broderick Commissioner of State Revenue



ABN 76 775 195 331 | ISO 9001 Quality Certified

sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 87320425

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



ADMINSL					
ADMINGE			Your Refe	erence: LD:762417	71-014-8.251141
			Certificate	e No: 87320425	
			Issue Dat	e: 21 MAR 20	25
Land Address:	12 TITAN LODGE WALK	K PAKENHAM VIC 3810			
Lot	Plan	Volume	Folio		
1325	749783	12046	985		
Vendor:	BARHASIMA BADERHA	ι.			
Purchaser:	NOT KNOWN YET				
WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00
Comments:	No windfall gains tax liab	vility identified			

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick Commissioner of State Revenue

ABN 76 775 195 331 | ISO 9001 Quality Certified



sro.vic.gov.au | Phone 13 21 61 | GPO Box 1641 Melbourne Victoria 3001 Australia

Notes to Certificate - Windfall Gains Tax

Certificate No: 87320425

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY Biller Code: 416073 Ref: 87320420	CARD Ref: 87320420	Important payment information Windfall gains tax payments must be made using only these specific payment references.
Telephone & Internet Banking - BPAY[®] Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies.	Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
www.bpay.com.au	sro.vic.gov.au/payment-options	



Payments (Visa/MasterCard) & account balances: southeastwater.com.au or call 1300 659 658 Account enquiries: southeastwater.com.au/enquiries or call 131 851

Mon-Fri 8am to 6pm **Faults and emergencies (24/7):** live.southeastwater.com.au or call 132 812 **Interpreter service:** For all languages 9209 0130 TTY users 133 677 (ask for 131 851)

BARHASIMA NARCISSE BADERHA 12 TITAN LODGE WALK PAKENHAM VIC 3810

				ccount ate due		er:			5237014 ril 2025
Last bill	Payments received	Balance	C	Current	charge	es		Tota	ldue
\$237.90	– \$237.90cr =	\$0.00	+ 9	\$274.0	5			\$	274.05
Yourad	ccount breakdown		Yc	our sn	apsh	ot			
Issue date		13 March 2025	A	verage da	ily water	use		35	4 litres
Property		12 Titan Lodge Walk PAKENHAM VIC 3810		verage da					\$2.67
Property re Last bill	eference	62T//00065/00003 \$237.90	Yo	ur wat	er use				
Payment re		\$237.90cr	ay	1000					
	ought forward	\$0.00	erd	800					
Our charge	es (no GST) orities' charges (no GST)	\$243.56 \$30.52	es p	600					
Total du	Ie	\$274.05	Average litres per day	400 200	Mar 24 Jun Previous		Dec 24 Mar	25	Step 1
			in a ho	er of people usehold	Ť	Ħ	iii	iiii	iiiii
			Averag (litres)	ge daily use per person	354	177	118	89	71
			Meetir Target		×	x	~	~	\checkmark
Paym	ient options								
DD	Direct debit Set up payments at southeastwater.com	.au/paymybill	eft	EFT (Elec BSB: 033- Account r		Account	number: 3	5237014 Corporatio	on
B	BPAY® (Up to \$20,000) Biller code: 24208 Ref: 1003 5237 0100 Credit card		Post Billpay	Call 131 8	bay de: 0361	Ref: 100 Visit: pos	3 5237 01(stbillpay.co	000 000	
	Pay by Visa or MasterCard at southeastwater.com.au/paymybill or call 1300 659 658	S A	ervices Justralia				/.au/centr	ерау	

or call 1300 659 658. Property ref: 62T//00065/00003

12 TITAN LODGE WALK PAKENHAM VIC 3810



*361 100352370100000

PN62T

+00000035237014> +0

+009124+

<000000000>

<0000027405>

Reference number: 555 050 397J

for more information.

Account number:

Receipt number:

Total due:

Date paid:

+444+

\$274.05

35237014

Our charges

Meter reading details Date read: 12/03/2025

Meter Number	current read	previous read	consumption (kl)	Estimate or Actual read	
SAFN149396	354	320	34	A	
One kilolitre (kl) equals 1,000 litres.					

Approximate date for next meter reading is 11 June 2025.

Water usage (water and sewage)

For period 06/12/24 to 12/03/25 (96 days)

Total usage charges	\$122.93
Step 1 34 kl @ \$3.6156 per kl =	\$122.93

l otal usage charges	\$122.93
Stopp are calculated an a daily average up to 110 litrae	

Other authorities' cl	harges
Our charges	\$243.56
Total service charges	\$120.63
Sewerage service charge	\$98.05
Water service charge	\$22.58
Service charges	For period 01/01/25 to 31/03/25
Steps are calculated on a daily a	average up to 440 litres

Total current charges \$2	74 05
Total other authorities	\$30.52
Waterways and Drainage charge 01/01/25 to 31/03/25	\$30.52

l otal current charges

Our charges explained

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

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/01/25 to 31/03/25**.

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**

Are you eligible for a bill discount?

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

Our 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.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Make your bill payments easier

Explore flexible ways to pay your bill at southeastwater.com.au/pakenhambillsupport



South East Water Corporation ABN 89 066 902 547 101 Wells Street Frankston VIC 3199 PO Box 2268 Seaford VIC 3198 Australia



Struggling with your water bill?

We're here for you.



We know it can be hard to stay on top of bills, especially when they keep rolling in.

Here are some ways we can support you:



Flexible payment plans

Split your water bill into smaller fortnightly or monthly payments. We'll work with you to set an amount that helps you stay on top of your water bills.

8_

Concession discounts

Register your valid concession card with us to save up to \$363 annually. Eligible cards include:

- Health Care Card
- · Pensioner Concession Card
- Veterans' Affairs Card

S Centrepay payments

Experience effortless payments with Centrepay. If you receive Centrelink payments, this free service automatically deducts from your payments to cover your water bill.

More time to pay

If you're up to date with payments but need extra time to pay, no worries. You can easily request an extension online of up to two weeks.

\$

One-on-one support

If you're struggling and behind with your bills, let's chat about one-on-one support.

66

I would like to praise the person I spoke to ... as she was extremely helpful, kind, compassionate and took her time with me on the phone to help ensure I knew the correct paths to go down to resolve the stressful situation at hand. 10/10 customer service. – Satisfied customer

Contact us

Phone 13 18 51

Visit southeastwater.com.au/pakenhamsupport Interpreter services 03 9209 0130



southeastwater.com.au

Need an interpreter? 111

إذا كنت تحتاج لمترجم، اتصل بالرقم 0130 029 03

如需口译服务,敬请拨打: 03 9209 0130

如需口譯服務,敬請撥打:03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necesita un intérprete, contacte: 03 9209 0130 Nếu cần thông dịch viên, hãy gọi số 03 9209 0130

PROPERTY REPORT



From www.land.vic.gov.au at 22 March 2025 12:53 PM

PROPERTY DETAILS

Address:	12 TITAN LODGE WALK PAKENHAM 3810	
Lot and Plan Number:	Lot 1325 PS749783	
Standard Parcel Identifier (SPI):	1325\PS749783	
Local Government Area (Council):	CARDINIA	<u>www.cardinia.vic.gov.au</u>
Council Property Number:	5000026682	
Directory Reference:	Melway 317 G9	

SITE DIMENSIONS

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



Area: 180 sq. m Perimeter: 63 m For this property: Site boundaries - Road frontages

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

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

For more accurate dimensions get copy of plan at <u>Title and Property</u> Certificates

UTILITIES

Rural Water Corporation: Melbourne Water Retailer: Melbourne Water: Power Distributor:

Southern Rural Water South East Water Inside drainage boundary AUSNET

STATE ELECTORATES

Legislative Council: Legislative Assembly: PAKENHAM

EASTERN VICTORIA

PLANNING INFORMATION

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

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links Vicplan https://mapshare.vic.gov.au/vicplan/ Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT







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Department of Transport and Planning

From www.planning.vic.gov.au at 22 March 2025 12:54 PM

PROPERTY DETAILS

Address:	12 TITAN LODGE WA	LK PAKENHAM 3810	
Lot and Plan Number:	Lot 1325 PS749783		
Standard Parcel Identifier (SPI):	1325\PS749783		
Local Government Area (Counc	il): CARDINIA		www.cardinia.vic.gov.au
Council Property Number:	5000026682		
Planning Scheme:	Cardinia		<u> Planning Scheme - Cardinia</u>
Directory Reference:	Melway 317 G9		
UTILITIES		STATE ELECTORATES	
Rural Water Corporation: Sou	thern Rural Water	Legislative Council:	EASTERN VICTORIA
Melbourne Water Retailer: Sou	th East Water	Legislative Assembly:	PAKENHAM
Melbourne Water: Insi	de drainage boundary		

OTHER

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

View location in VicPlan

Power Distributor:

Planning Zones

COMPREHENSIVE DEVELOPMENT ZONE (CDZ) COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 (CDZ2)

AUSNET



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Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO) DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



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)



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

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Department of Transport and Planning

Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 21 March 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 <u>https://www.planning.vic.gov.au</u>

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 abut 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 <u>https://www.planning.vic.gov.au</u>

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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 <u>https://mapshare.vic.gov.au/vicplan/</u> 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 <u>https://www.planning.vic.gov.au</u>.

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.

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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: 019008

Building Permit Number: 6191827823694 Issued: 20/02/2020

Property Deta	0	1. 0191027029091 185ded. 1		
Address: Allotment: Municipality:	12 Titan Lodge Walk, PAKENH 1325 Cardinia Shire Council	AM	Postcode: LP/PS:	3810 PS749783
Issued To:Name:S & B Weerasinghe Pty LtdAddress:180 Pakenham Road, PAKENHAMEmail:bernadettewee@outlook.com.auThe above address is the 'Address for Serving or Giving of Documents' unless noted otherwise.				0435 030 407 3810
Ownership Do Name: Address: Email:	e tails: S & B Weerasinghe Pty Ltd 180 Pakenham Road, PAKENHAM bernadettewee@outlook.com.au		Phone: Postcode:	0435 030 407 3810
Address180 Pakenham Road, PAKENHAMPostcode: 3810				0435 030 407 3810 103 986 287
Natural perso Name: Address:	n for service of directions, notices Sydney Weerasinghe 180 Pakenham Road, PAKENHAM	s and orders:	Phone: Postcode:	0435 030 407 3810
Building practitioner or architects engaged to prepare documents for this permit:NameCategory / ClassRegistration numberKue Sum LaiDraftingDP-AD 37355Francis CollinsCivil EngineerEC 2258Nature of Building Works: Construction of a dwelling and garage				
Building Classification:	Part of Building Dwelling Garage	BCA Classification la(a) 10a		
Total new floor a Cost of Works:	\$150,000	Stage of work permitted: Version of BCA applicable:	All NCC 2019	
Details of Rele	vant Planning Permit (if applicable):	Planning Permit No: Date:		

Details of Relevant Planning Permit (if applicable): **Details of Domestic Building Work Insurance:**

Planning Permit No: Date: VMIA C490325

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

The mandatory notification stages for inspection are:

PRE-SLAB SLAB STEEL FRAME FINAL



MBA INSURANCE SERVICES PTY LTD Level 3, 332 Albert Street

East Melbourne VIC 3002 www.domesticbuildinginsurance.com.au 1800 150 888

Domestic Building Insurance

S & B WEERASINGHE PTY LTD 180 Pakenham Rd PAKENHAM VIC 3810

Certificate of Insurance

Policy Number: C490325

Policy Inception Date. 31/01/2020

Builder Account Number: 015049

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 Det:	ails		
Domestic Building Work:	C01: New Single Dwelling Construction		
At the property:	12 Titan Lodge Walk PAKENHAM VIC 3810 Australia		
Carried out by the builder:	S & B WEERASINGHE PTY LTD		
Builder ACN:	103986287		
1 19	ir its ABN/ACN listed above does not exactly match with the information ontract, please contact the VMIA. If these details are incorrect, the I not be covered		
For the building owner(s):	S & B WEERASINGHE PTY LTD		
Pursuant to a domestic building contract dated.	03/01/2020		
For the contract price of	\$ 150,000.00		
Type of Cover:	Cover is only provided if S & B WEERASINGHE PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *		
The maximum policy limit for claims made under this policy is:	\$300,000 all inclusive of costs and expenses *		
The maximum policy limit for non-completion claims made under this policy is:	20% of the contract price limited to the maximum policy limit for all claims under the policy'		

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

IMPORTANT

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

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

Issued by Victorian Managed Insurance Authority

Date Generated.31/01/2020 DEFICE USE ONLY, COL-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: 6191827823694

Property Details:	 12 Titan Lodge Walk PAKENHAM 3810 Lot: 1325 LP/PS: PS749783 Municipal district: Cardinia Shire Council 	
Nature of Building Works Allowable Floor Loading: Version of BCA	Construction of a dwelling and garage 1.5 kPa NCC2016	
Building Description	Part of Building Dwelling Garage	BCA Class 1a(a) 10a
Reporting Authority Cardinia Shire Council Cardinia Shire Council	Matter Reported On Point of discharge of storm water Consent to build on land designated a subject to flooding	Regulations (if any) Reg. 133(2) s Reg. 153(3)

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: 019008

Relevant Building Surveyor: BRETT THRELFALL

Signature: Est TUM

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

Registration No: BS-U 30045

Date of Issue: 21 August 2020

Approval Date 25/05/2020 26/05/2020 03/06/2020 20/08/2020

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



Extract of EPA Priority Site Register

Page 1 of 1

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 12 TITAN LODGE WALK SUBURB: PAKENHAM MUNICIPALITY: CARDINIA MAP REFERENCES: Melways 40th Edition, Street Directory, Map 317 Reference G9

DATE OF SEARCH: 19th March 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

<u>Prospective buyers or parties to property transactions should undertake their own</u> <u>independent investigations and due diligence. This Extract should not be relied</u> <u>upon as the sole source of information regarding site contamination.</u>

To the maximum extent permitted by law:

• Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information

• Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and

• LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: https://www.epa.vic.gov.au/for-community/environmental-information/lan_d-groundwater-pollution/priority-sites-register

[Extract of Priority Sites Register] # 76229822 - 76229822233140 '251141'



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Application by a Responsible Authority for the making of a Recording of an Agreement Section 181 Planning and Environment Act 1987

Form 18

Name: Phone:

Ref:

Address:

Customer Code:

Lodged by:

- 1 , A 1 +

MADDOCKS 9258 3555 Level 6, 140 William Street, Melbourne, Victoria, 3000 NFH:JQB:6007427 1167E

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

Land: Certificates of Title Volume 10244 Folio 195, Volume 9897 Folio 958, Volume 10115 Folio 011, Volume 11220 Folio 605, Volume 9716 Folio 727, Volume 9716 Folio 728 and Volume 10243 Folio 375 '

AL6304772

\$136.50

19/01/2015

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria 3809

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

A copy of the Agreement is attached to this Application

15 JANWARY 2015. Date:

Signature for Responsible Authority:

Name of officer:

..... PHILP WALTON GENERAL MANAGER REPLINING & DEVELOPMENT

Ertra.

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Date 14 / 01 /2015

HIR HEREITER BUILDEN MER HEREITER

Lawyers 140 William Street Melbourne Victoria 3000 Australia Telephone 61 3 9258 3555 Facsimile 61 3 9258 3666 info@maddocks.com.au www.maddocks.com.au

DX 259 Melbourne



Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 61 Racecourse Road, Pakenham

Cardinia Shire Council and

ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506

> Interstate office Canberra Sydney Affiliated offices around the world through the Advoc Asia network - www.advocasia.com

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AL630477P

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1.	Definitions
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3.	Specific Obligations of the Owner
4.	Obligations of the Parties
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6.	Further Obligations of the Owner
7.	Agreement under Section 173 of the Act 11
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AL630477P

\$136.50

173

19/01/2015

Agreement under Section 173 of the Planning and Environment Act 1987

Dated 14/01/2015

Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Officer, Victoria
Short name	Council
Name	ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506
Address	Level 11, 8 Exhibition Street, Melbourne, Victoria 3000
Short name	Owner

Background

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Subject Land is within an area that is being developed for urban purposes.
- D. The Development Contributions Plan applies to the Subject Land and adjacent areas.
- E. On certain terms and conditions, the Owner has asked Council for permission to:
 - E.1 carry out the Infrastructure Projects instead of making a total cash payment as a Development Contributions Levy; and
 - E.2 defer the transfer of the Open Space Land in some stages of subdivision in favour of over-contributing in other stages to a total contribution required under the Planning Scheme for the Subject Land.
- F. In circumstances where the amount of the Credit provided to the Owner exceeds the Owner's liability to pay the Development Contributions Levy for the Subject Land, Council will reimburse the Owner the amount of the Over Provision on the terms and conditions set out in this Agreement.

- G. The parties enter into this Agreement to:
 - G.1 record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects;
 - G.2 record the terms and conditions on which Open Space Land will be provided to Council; and
 - G.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. Definitions

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

Agreed Project Value means the amount set out or referred to in Schedule 6A or any other amount which has been specifically agreed in writing by Council.

Agreement means this agreement.

Anticipated Cost of Construction means the anticipated price of the delivery of the Infrastructure Project. For an Infrastructure Project, the Anticipated Cost of Construction includes all project design and engineering fees.

Approved Plans means the designs of the Infrastructure Projects as approved by Council under clause 3.

Certificate of Practical Completion means a certificate in writing prepared by Council stating that an Infrastructure Project has been completed to the satisfaction of Council.

Civil Works means construction works which are identified in engineering drawings approved by Council, including roads, bridges, culverts, paths and trails.

Collecting Agency has the meaning given to that term in the Development Contributions Plan.

Community Infrastructure Levy means a levy payable under the Development Contributions Plan for community infrastructure by the home owner/builder at the time of Building Permit.

Construction Procedures means the procedures set out in Schedule 5.

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

Defects Liability Period means the defects liability period specified in Schedule 4B.

Developer means the Owner under this Agreement.



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Development Contributions Levy has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per lot or dwelling at the rate specified in the Development Contributions Plan for the Subject Land. It does not include the Community Infrastructure Levy that is also payable under the Development Contributions Plan.

Development Contributions Plan means the Development Contributions Plan described in Schedule 2.

Infrastructure Projects means the infrastructure projects specified in Schedule 6A.

Landscape Works means landscape works which are identified on a landscape plan prepared by the Owner and approved by Council from time to time, excluding Civil Works.

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

Maintenance Period means the maintenance period specified in Schedule 4A.

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

Open Space Land means land for passive open space under Clause 52.01 of the Cardinia Planning Scheme applying to the Subject Land, as described in Schedule 6B.

Over Provision means the amount by which the Credit to which the Owner is entitled in accordance with this Agreement exceeds the Owner's liability to pay the Development Contributions Levy in respect of the Subject Land.

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

Party or parties means the parties to this Agreement.

Plan Checking Fee means a fee payable to Council by the Owner for checking plans for an Infrastructure Project and which is payable at the rate of 0.75% of the Anticipated Cost of Construction.

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 resubdivided.

Planning Permit means a planning permit for the Subject Land as defined in Schedule 3.

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

Public Infrastructure Plan means the plan labelled 'Public Infrastructure Plan' which is attached to this Agreement and marked as Annexure 1.

Schedule means the schedule to this Agreement.



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

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under a Planning Permit.

Staging Plan means the staging plan attached at Schedule 9 of this Agreement.

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

Subject Land means the land described in Schedule 1 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.

Supervision Fee means a fee payable to Council by the Owner for supervision of the Infrastructure Projects and which is payable at the rate of 2.5% of the Anticipated Cost of Construction.

Works has the same meaning as in the Act.

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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.1.5 A term used in this Agreement 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 Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.1.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.1.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.



3. Specific Obligations of the Owner

3.1 Payment of the Development Contributions Levy

The Owner covenants and agrees that, prior to the issue of a Statement of Compliance for each Stage of subdivision, the Owner will pay the Development Contributions Levy in accordance with the Development Contributions Plan subject to the Owner's entitlement to a Credit under this Agreement.

3.2 Infrastructure Projects

The Owner covenants and agrees that:

- 3.2.1 it will construct the Infrastructure Projects prior to the milestones identified in Schedule 6A for the Agreed Project Value; and
- 3.2.2 the Agreed Project Value will be paid as a Credit or reimbursement, as the case may be, against the Owner's liability to pay the Development Contributions Levy in the manner described in and payable at the time set out in the Schedule 6A of this Agreement.

3.3 Design and Construction of Infrastructure Projects

The Owner covenants and agrees that:

- 3.3.1 it will, at its initial cost, prepare detailed design and engineering plans and specifications of the Infrastructure Projects (**Designs**) and submit the Designs to Council;
- 3.3.2 the Designs must:
 - (a) be to the satisfaction of Council;
 - (b) comply with any relevant standard set out in the Development Contributions Plan; and
 - (c) comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –

and the approval of the Designs by Council will be reflected by a set of plans and specifications which are endorsed by Council as Approved Plans or the like;

- 3.3.3 it will obtain all necessary permits and approvals for the Infrastructure Projects;
- 3.3.4 prior to any contract being awarded for the Infrastructure Projects, it will:
 - (a) submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans; and
 - (b) submit the proposed construction program to Council for approval.
- 3.3.5 in carrying out the works associated with an Infrastructure Project, it must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project are to be conducted;



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3.3.6 it will:

- (a) construct the Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;
- (b) obtain any other approval required under any other applicable legislation or Regulation;
- (c) take any mitigation measures required under any approved Conservation Management Plan or Construction Management Plan that applies to the Subject Land which contains an Infrastructure Project identified in the Public Infrastructure Plan described in Schedule 6A;
- (d) comply with the Construction Procedures;
- (e) pay to Council the Checking and Supervision Fee for the Infrastructure Project; and
- 3.3.7 each Infrastructure Project will be completed before the milestone described in Schedule 6A and if an Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance relating to the Stage comprising or subsequent to the relevant milestone unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project.

3.4 Certificate of Practical Completion

The Owner covenants and agrees that:

- 3.4.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures;
- 3.4.2 following the issue of the Certificate of Practical Completion for an Infrastructure Project the Owner:
 - (a) must provide Council with 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 as the case may be;
 - (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project;
 - (c) is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4A from the date of the issue of the Certificate of Practical Completion; and
 - (d) is responsible for the repair of any defects during the Defects Liability Period specified in Schedule 4B from the date of the issue of the Certificate of Practical Completion.

3.5 Public Open Space

The Parties agree that:



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- 3.5.1 the Owner may defer its obligations to provide Open Space Land to Council under the Planning Scheme to the dates or stage of development as set out in Schedule 6B;
- 3.5.2 the Owner will at the election of Council either transfer to or vest in Council for municipal purposes any Open Space Land identified in Schedule 6B as shown on the Staging Plan, on the stages of development as set out in Schedule 6B; and
- 3.5.3 upon complying with this clause 3.5, the Owner has fulfilled its obligations in relation to the Subject Land under the Planning Scheme in relation to Open Space Land.

3.6 Infrastructure Plan

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

4. Obligations of the Parties

4.1 Credit

The Parties agree that:

- 4.1.1 upon the issue of a Certificate of Practical Completion in respect of an Infrastructure Project, the Owner will be entitled to the Credit for that Infrastructure Project as set out in Schedule 6A;
- 4.1.2 upon the provision of a Credit for an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects of the Infrastructure Project under this Agreement remain for the duration of the Maintenance Period or Defects Liability Period;
- 4.1.3 after the expiry of the Maintenance Period and the Defects Liability Period, maintenance of the works and repair of any defects in respect of an Infrastructure Project, the Infrastructure Projects become the responsibility of Council; and
- 4.1.4 where an amount is payable to the Owner in respect of an Infrastructure Project listed in Schedule 6A and that item is identified in the relevant schedule as having a Credit, the amount payable to the Owner must be first made and taken as a Credit at the time set out in Schedule 6A.

4.2 Reimbursement for Over Provision

The Parties agree that:

- 4.2.1 Council will not reimburse the Owner for the Over Provision unless the Owner's liability to pay the Development Contributions Levy has been satisfied in respect of all Stages of the subdivision of the Subject Land, unless an alternative time is specified in Schedule 6A of this Agreement; and
- 4.2.2 upon Council making a payment for Over Provision to the Owner in accordance with clause 4.2.1, the Owner will no longer be entitled to any Credit existing prior to that payment.



5. Acknowledgement by the Parties

The Parties acknowledge and agree that:

- 5.1 this Agreement is intended to relate only to infrastructure that is commonly funded by a development contributions plan and not Localised Infrastructure; and
- 5.2 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.

6. Further Obligations of the Owner

6.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

6.2 Further actions

The Owner further covenants and agrees that:

- 6.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.3 Council's costs to be paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, all of Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement which are and until paid will remain a debt due to Council by the Owner.

6.4 Interest for overdue moneys

- 6.4.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act* 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing;
- 6.4.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.



7. Agreement under Section 173 of the Act

Council and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed for specified purposes.

8. Owner's Warranties

Without limiting the operation or effect which this Agreement has, 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.

9. Successors in Title

- 9.1 Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:
 - 9.1.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - 9.1.2 execute a deed agreeing to be bound by the terms of this Agreement.

10. General Matters

10.1 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:

- 10.1.1 by delivering it personally to that party;
- 10.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 10.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

10.2 Service of Notice

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 10.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.



10.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

10.4 Severability

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

10.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

11. GST

- 11.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.
- 11.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 11.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 11.4 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.
- 11.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 11.3.

12. Dispute Resolution

- 12.1 Except as otherwise specified in this Agreement, if any dispute arises then, subject to clause 12.5 either party may at its election:
 - 12.1.1 refer the dispute to the Tribunal for resolution to the extent permitted by the Act; or
 - 12.1.2 refer the dispute to arbitration by an arbitrator agreed upon in writing by the parties or, in the absence of such agreement the chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee.
- 12.2 A party may not commence any of the processes referred to in clause 12.1 until it has complied with clauses 12.3 and 12.4.
- 12.3 If a dispute arises, then either party will send a notice of dispute in writing adequately identifying and providing details of the dispute.



- 12.4 Within 14 days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute and failing resolution of the dispute to explore and, if possible, agree on methods of resolving the dispute by other means. At any such conference each party must be represented by a person having authority to agree to a resolution of the dispute.
- 12.5 If the dispute cannot be resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice to the other party refer such dispute to the Tribunal (to the extent permitted by the Act) or if the Tribunal is unable to determine the matter for lack of jurisdiction then to arbitration.

13. Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

14. Ending of Agreement

- 14.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement.
- 14.2 Notwithstanding clause 14.1, the Owner may request in writing Council's consent to end the Agreement in respect of Specified Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.
- 14.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 14.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.
- 14.4 On the issue of a Statement of Compliance for a plan of subdivision for Specified 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(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 14.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 14.1 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.
- 14.6 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request 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.



Schedule 1

Subject Land

Address: 61 Racecourse Road, Pakenham

Certificate of Title Details: Volume 10244 Folio 195, Volume 9897 Folio 958, Volume 10115 Folio 011, Volume 11220 Folio 605, Volume 9716 Folio 727, Volume 9716 Folio 728 and Volume 10243 Folio 375



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Schedule 2

Development Contributions Plan

The Development Contributions Plan is the **Pakenham Township Development Contributions Plan** (September 1997) as at the date of this Agreement being an Incorporated Document in the Planning Scheme.



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Schedule 3

Planning Permit

Any planning permit as amended from time to time, authorising subdivision of the Subject Land or parts thereof, in accordance with plans endorsed by Council.

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Schedule 4

SCHEDULE 4A

Maintenance Period

The Maintenance Period for Civil Works is 3 months.

The Maintenance Period for Landscape Works is 24 months.

SCHEDULE 4B

Defects Liability Period

- The Defects Liability Period for Civil Works is 12 months.
- The Defects Liability Period for Landscape Works is 24 months.



\$136.50

AL63047

19/01/2015



Schedule 5

Construction Procedures

Procedure for issue of Certificate of Practical Completion

- 1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.
- 2. Within 14 days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether or not to issue the Certificate of Practical Completion.
- 3. 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 or respect the Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project.
- 4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

- 5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project, the Owner must satisfy Council or if requested by a third party that person, that the Owner has in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
- 6. Subject to the satisfaction of Council in relation to all health and safety matters and any other regulatory requirements, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed and maintained in accordance with the Approved Plans.

Quality of work

- 7. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;
 - e. not encroach on land other than the land shown in any plans or specifications approved by Council;
 - f. comprise best industry practice;
 - g. unless otherwise authorised comply with any relevant current Australian Standard; and h. accord with a construction management plan to be accord with a construction management plan to be
 - accord with a construction management plan to be prepared to the satisfaction of Council.

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Schedule 6

SCHEDULE 6A - INFRASTRUCTURE PROJECTS

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Infrastructure Project Number	Infrastructure Project Description	Extent of Infrastructure Project	Milestone for the completion of the Infrastructure Project (unless variation is agreed in writing with Council)	Agreed Project Value	Funding Source	Timing for Payment / Credit (unless variation is agreed in writing with the Council)
	Construction of signalised intersection at Henry St/ Station St	Refer to cost sheets in Schedule 7 and 8	2015 or stage 4	\$209,176	Developer in lieu of contribution under Development Contributions Levy	Stage 4
7	Construction of "at grade crossing" of the Pakenham Creek to the north of stage 5	Refer to cost sheets in Schedule 7 and 8	2015 or stage 5	\$17,250	Developer in lieu of contribution under Development Contributions Levv.	Stage 5
ო	Landscaping of the creek embankment on the northside of the Pakenham Creek outside of the land on Council owned land known as LP216198M V.9932 F.456	Refer to cost sheets in Schedule 7 and 8	2015 or Stage 5	\$168,880	Developer in fieu of contribution under Development Contributions Levy.	Stage 5
Total				\$395,306		



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SCHEDULE 6B

OPEN SPACE LAND

		and Dradminde		
		Space Land	Open Space Land	in Council
	Southern wetland – refer to Schedule 9	0.66Ha		Stare 3
-	Central open space located on the north side of the henry Street extension – refer to Schedule 9		0.9Ha	Stage 4
av .	Land located on the southern side of the Pakenham Creek – refer to Schedule 9	0.63Ha	0.304Ha	Stage 5
	Land located centrally within Stage 5 – refer to Schedule 9		0.006Ha	Stage 5
tern	Wetland located in the south-east – refer to Schedule 9	0.84Ha	0.02Ha	Stage 6
Linear link La so So	Land located at the southern end of the north- south extension of station street – refer to Schedule 9		0.07Ha	Stage 8
	Linear link through to Henry Street from Stage 9 – refer to Schedule 9		0.03Ha	Stage 9
	Land located toward the south of Stage 10 adjacent to the wetland reserve – refer to Schedule 9		0.08Ha	Stage 10
Open space Pa reserve to	Passive open space reserve located adjacent to creek in the north – refer to Schedule 9		0.41Ha	Stage 12
square	Land to be located for urban park with off road north south bicycle connections – refer to Schedule 9		0.26Ha	Balance land's development
Total		2.13Ha	2.09Ha	4.22Ha

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Schedule 7 Schedule of costs

	Project No. 1 - SIGNALISED INTERSECTIO	N - Henry/S	tation Stre	et Intersec	tion
	Schedule of Rates and Prices				
ltem	Description .	Quantity	Unit	Rate	Amount (\$)
1	TRAFFIC SIGNALS				
1.1	Joint use mast arm (incl. lanterns and foundation)	2	No	20,000	40,000
1.2	Joint use pole (incl. lanterns and foundation)	2	No	12,500	25,000
1.3	Standard signal pedestal (incl. lanterns & foundation)	6	No	7,000	42,000
1.4	Push button audio tactile detectors	12	No	1,000	12,000
1.5	Detector loops	7	No	1,500	10,500
1.6	Detector pits	10	No	1,500	15,000
1.7	Conduit pits	10	No	200	2,000
1.8	Signal controller	1	No	15,000	15,000
1.9	Traffic signal conduit (incl. trenching)	20	Lm	20	400
1.10	Signal cable 29/33 core	20	Lm	60	1,200
2	PROFESSIONAL FEES				
2.1	Design	1	ltem	15%	24,465
3	COUNCIL SUPERVISION FEE				
3.1	3.25% of cost of works	1	ltem	3.25%	5,301
4	CONTINGENCY (Item 1)	1	ltem	10%	16,310
	TOTAL				\$209,176

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19/01/2015	\$136.50	173	

	Project No. 3 - DDA COMPLIANT CROSSI	NG			
	Schedule of Rates and Prices				
ltem	Description	Quantity	Unit	Rate	Amount (\$)
1	CONCRETE WORKS				
	Ramp				
1.1	Footpath 125mm thick 25MPa concrete with SL72 mesh founded on	185	m²	50	9,250
	50mm compacted thickness Class 3 F.C.R				·
1.2	Stair Access				
	25MPa concrete with SL72 mesh founded on 50mm compacted thickness Class 3 F.C.R	28	m²	150	4,200
2	PROFESSIONAL FEES				
2.1	Design & Contract Administration	1	ltem	15%	2,018
3	COUNCIL SUPERVISION FEE				
3.1	3.25% of cost of works	1	ltem	3.25%	437
4	CONTINGENCY (Item 1)	1	Item	10%	1,345
	TOTAL				\$17,250

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	Project No. 4 - LANDSCAPING OF NORTH	BANK OF P	AKENHAI	M CREEK	<u> </u>
	Schedule of Rates and Prices				
ltem	Description	Quantity	Unit	Rate	Amount (\$)
1	LANDSCAPE WORKS				
	Preliminaries	1	ltem	5000	5,000
	Minor Earthworks	1	Item	7500	7,500
	Ground preparation and Spraying	1	Item	1500	1,500
1.1	Ephemeral Planting (ephemeral zones) (10%) Garden bed preparation to 200mm depth to site				
	topsoil	870	m² .	2.15	1,871
	Supply and install of hiko cells (5/m2)	4350	Item	2.5	10,875
	Supply and install of jute mat to all areas	870	m²	5	4,350
1.2	Terrestrial Planting (to batters > 1:6) (20%) Garden bed preparation	• • • •	2		
		2100	m²	2.15	4,515
	Supply and install of imported topsoil to 200mm depth Supply and install 75mm depth mulch	2100	m² m²	15	31,500
	Supply and install of tubestock (4/m2)	2100 8400	m Item	3.2 2.5	6,720 21,000
1.3	Grass Seeding (70%)				
	Ground Preparation	6650	m²	1	6,650
	Grass seed to all areas (assume site topsoil by civil)	6650	m²	1.6	10,640
1.4	Trees				
	Tree planting 20cm stock, staked and guarded	100	Item	45	4,500
	Tree - 45L	20	ltem	203	4,060
1.5	Other				
	Rock work along creek	1	ltem	10000	10,000
	Soil testing	1	Item	1000	1,000
2	PROFESSIONAL FEES				
2.1	Design & Contract Administration	1	Item	15%	19,752
3	COUNCIL SUPERVISION FEE				
8.1	3.25% of cost of works	1	Item	3.25%	4,280
4	CONTINGENCY (Item 1)	1	ltem	10%	13,168
	TOTAL				\$168,880

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Schedule 8 PIP

Public Infrastructure Plan



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Ascot - Pakenham

M130094_PIP_E.DWG

Version E Ref: M130094

173



Staging plan



Signing Page

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

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Signed by and on behalf, and with the authority, of the Cardinia Shire Council by Phil Walton, General Manager Planning and Development, in the exercise of a power conferred by an Instrument of Delegation in the presence of:

Witness

Executed by ISPT DOF 2 (Pakenham) Pty) Ltd ACN 156 481 506 by its attorney ມາມ ທະກາດແຜ່

under Power of Attorney dated 2 September 2013 in the presence of:

Witness

ANNAMARIA MARTINIELLO Print full name

Mortgagee's and Caveator's Consent

Westpac Banking Corporation as Mortgagee of registered mortgages No. AK113249W and AK148309L and as Caveator of registered caveat No. AK112365A 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.

David O'Connor Tier Three Attorney

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

Section 181 Planning and Environment Act 1987

Form 21

Lodged by:

Name: Phone: Address: Ref: Customer Code: MADDOCKS 03 9258 3555 Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008 MYM:LGC:7114383 1167E

AQ360

18/10/2017

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

Land: Part of Volume 11050 Folio 449 and more particularly: Volume (1891 Folio 014) Lots 1201 – 1229 (inclusive) on the attached plan; and Lots 1301 – 1356 (inclusive) on the attached plan; and Lots 1401 – 1423 (inclusive) and 1425 – 1442 (inclusive) on the attached plan

Responsible Authority:

Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria

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

A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Position Held:

Date:

а мала и рисса з и осното сположивани полнов с Шровли в ГТ (

Telephone 61 3 9258 3555 Facsimile 61 3 9258 3666

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

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 61 Racecourse Road, Pakenham

Cardinia Shire Council and

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ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 18/08/2017

Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Officer, Victoria
Short name	Council
Name	ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506
Address	Level 11, 8 Exhibition Street, Melbourne, Victoria
Short name	Owner

Background

- Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 11 of the Planning Permit.
- D. 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.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

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

Claim includes any claim, proceeding, action, demand or suit (including by way of contribution or indemnity) at Law or in equity including for breach of contract, by statute (to the extent permitted by Law), in tort for negligence or otherwise (including negligent misrepresentation), for strict liability or restitution.

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Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$306.68 if paid within 12 months from the date that this Agreement commences; or
- (b) \$306.68 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

Current Email means:

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

Damages or Loss means damages or loss of any kind, including death or personal injury, however caused (including, but not limited to, the negligence of Council or Council's nominated refuse contractor) sustained, incurred or suffered by any person in connection with this Agreement.

Dwellings means the Dwellings authorised by the Planning Permit and includes any dwelling constructed on the Subject Land.

Green Waste means all types of garden organic waste produced or accumulated in or on the Subject Land.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Medium Rigid Vehicle has the same meaning as in the Road Safety (Drivers) Regulations 2009.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owners Corporation has the same meaning as in the Owners Corporation Act 2006.

Owners Corporation Rules means the Owners Corporation Rules made under section 138 of the *Owners Corporation Act* 2006.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

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

Planning Permit means planning permit no. T160466, as amended from time to time, issued on 28 February 2017, authorising the development of and staged multi-lot subdivision on the Subject Land in accordance with plans endorsed by Council.

Plan of Subdivision means any Plan or Plans of Subdivision approved by Council pursuant to the Planning Permit from time to time.

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

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (c) \$102 if paid within 12 months from the date that this Agreement commences; or
- (d) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Subject Land means part of the land situated at 61 Racecourse Road, Pakenham, being the land referred to in certificate of title volume 11650 folio 449, and more particularly being stages 12, 13 and 14 on the Plan of Subdivision and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Third Party means a person who is not a Party.

Waste means all domestic waste associated with and arising from the Dwellings and use of the Subject Land, including Green Waste and other domestic waste able to be recycled and domestic waste not able to be recycled.

Waste Collection Services means the waste collection services provided by Council or Council's nominated Waste contractor, of Waste from the Dwellings and the Subject Land.

Waste Collection Vehicle means a Medium Rigid Vehicle, whether or not fitted with a mechanical arm to lift Waste bins, used by Council, or Council's nominated Waste contractor, to collect Waste bins.

Waste Management Plan means the waste management plan prepared for the Subject Land prepared by TTM Consulting (Vic) Pty Ltd dated 29 March 2017 attached in Schedule 1 of this Agreement, as approved and endorsed by Council, or any other waste management plan for the Subject Land endorsed by Council from time to time.

2. Interpretation

In this Agreement unless the context admits otherwise:





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

3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

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6. Owner's specific obligations

6.1 Waste management

- 6.1.1 Except with the prior written consent of Council, at all times, the Owner must implement and comply with all provisions, requirements and recommendations of the Waste Management Plan:
 - (a) at the full cost of the Owner; and
 - (b) to the satisfaction of Council.
- 6.1.2 The Owner must indemnify and hold harmless Council and Council's nominated Waste contractor against any Claim sustained, incurred or suffered by any person (including where a Claim is made, owed, paid or brought by any Third Party) due to the Owner's breach of this Agreement.

6.2 Right of Access

The Owner agrees to, at all times, provide Council, its employees, agents and contractors access to the Subject Land for the purpose of Waste Collection Services. The Parties agree that the access ways on the Subject Land will be adequately designed, constructed and maintained to be suitable for regular use by Waste Collection Vehicles, including trucks.

6.3 Owners Corporation

If, as a result of subdivision of the Subject Land, an Owners Corporation is formed, upon the forming of an Owners Corporation:

- 6.3.1 the provisions, requirements and recommendations of the Waste Management Plan must be incorporated into, and form part of, the Owners Corporation Rules; and
- 6.3.2 the Owners Corporation must:
 - (a) assume responsibility for implementing and complying with all provisions, requirements and recommendations of the Waste Management Plan; and
 - (b) at all times implement and comply with all provisions, requirements and recommendations of the Waste Management Plan to the satisfaction of Council.

6.4 Continuing obligation

The Owner's obligations under clause 6.1 continue to apply regardless of any assumption by the Owners Corporation of responsibility for implementation of, and compliance with, the Waste Management Plan.

7. Owner's further obligations

7.1 Notice and registration

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



7.2 Further actions

The Owner:

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

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

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

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the Local Government Act 1989 on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 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 s 173 of the Act.



9. Owner's warranties

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.

10. Successors in title

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

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

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 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.

11.3 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.

11.4 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.







- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and

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18/10/2017

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- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

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

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8. Agreement under s 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 s 173 of the Act.



11.5 Inspection of documents

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

11.6 Governing law

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

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed by and on behalf, and with the authority, of the Cardinia Shire Council by the Manager of Development and Compliance Services, in the exercise of a power conferred by an Instrument of Delegation dated 15 February 2016 in the presence of:

. Witness

Executed by ISPT DOF 2 (Pakenham) Pty Ltd ACN 156 481 506

by its Attorney David John McFadyen / Daryl Keith Browning under a Power of Attorney dated 2-September 2013 in the presence of: 21 June 2017

Witness

Leith Hunniford Full name of Witness

Legal Practitioner Level 11, 8 Exhibition Street Melbourne, Vic 3000

Mortgagee's Consent

opporation as Mortgagee under instrument of mortgage no. AK113249W consents to Westpac Ban the Owner/erite/ing into this Agreement and in the event that the Mortgagee becomes mortgagee-inpossession, agrees to be bound by the covenants and conditions of this Agreement.

Luke Gersbach Tier 1 Attorney

1.



Schedule 1

Waste Management Plan

Address: 61 Racecourse Road, Pakenham

 Waste Management Plan Template – January 2015 Waste Management Plan Planning application number 160466PA. Address L2 PS 632087, 61 RACECOURSE ROAD Planning 3820 5 Land use type: Residential Development description:Subdivision to create 126 lots suitable for medium density housing . This is Stages 12, 13 1 and 14 of the Ascot development Size of dwellings: Mixture of dwelling sizes with details yet to be provided
Waste Management Plan Planning application number 160466PA. Address L2 PS 632087, 61 RACECOURSE ROA Land use type: Residential Permit No.: The proved by: Hugh Pierce CARDINIA SHIRE COUNCE Development description: Subdivision to create 126 lots suitable for medium density housing .
Waste Management Plan APPROVED PLAN Planning application number 160466PA. Address L2 PS 632087, 61 RACECOURSE ROADPRAKENHAM 3800 5 Approved by: Hugh Pierce
Waste Management Plan Planning application number 160466PA. Address L2 PS 632087, 61 RACECOURSE ROADIRATENHAM
Waste Management Plan Planning application number 160466PA.
Waste Management Plan Template – January 2015

	(Litres per week)	(Litres per fortnight)	(Litres per fortnight)
126	15120	30240	30240
Total bins proposed	126 x 120 litre bins	126 x 240 litre bins	126 x 240 litre bins

Space Allowance for bulky items/hard waste

2 square metres footprint for maximum 2 cubic metres of hard rubbish

Proposed collection provider: Council

Waste collection location:

Please see attached Drawings Nos. 7647391 Issue B and 7647392 Issue B for garbage, green waste

and recycling bin locations, and for hard rubbish collection point locations.

Proposed collection provider: Council (operate 120L garbage and 240 recycle only)

Frequency of collections:

Garbage Weekly Recycling Fortnightly Green Waste Fortnightly

Hard Rubbish Twice Yearly



Waste	e Management Plan Template – January 2015					
Have ⊠	you checked that: Bins are not placed in turning areas	APPROVED PLAN PLANNING AND EN (IFRIME CARDINIA PLANNING SCHEM	įnia 1987			
\boxtimes	Bins do not interfere with the use of access		ays.			
	Approved by: Hugh Pierce Bins may need to be placed in front of garages for rear laneway access lots. Where vehicular access is required to double garages by 2 vehicles on collection day, bins may require movement in front of garage doors by the occupants of the corresponding lot.					
×	Bin collection point is clearly visible or easily identified and not located on a bend in the road					
	Designated turning areas have appropriate parking restrictions					
	Council will need to review truck turning provisions when a collection route strategy is determined.					
Does	es your plan show:					
\boxtimes	Vehicles can navigate internal roads & turning circles to AustRoads standard 8.8m Service Vehicle.					
	Vehicles can move in a forward direction without reversing, collecting with a left side arm					
	Size and location of any communal bin storage area					
	Bin storage location when not being presented for collection					
l agree this waste management plan complies with the following:						
\boxtimes	Overhangs and height clearances are suitab	le for collection vehicles				
\boxtimes	Access roads to bin collection locations are	to the appropriate weight standards				

Bins presented for collection have 0.5m clearance from another bin or obstruction

Some bins in rear lane locations need to be at 0.3m spacing to accommodate proposed density



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