

# Contract of sale of land

**Property:** 5 Potala Avenue, Bonnie Brook 3335

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Endorsed by the Australian Institute  
of Conveyancers (Victorian Division)



# Contract of sale of land

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## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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**WARNING TO ESTATE AGENTS**

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

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

# Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

.....

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

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

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

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

Print name(s) of person(s) signing: **KEFAA HABEEB ELIAS BANYAMEEN AND IMAD JINAN BAIOS SAKARYA**

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

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

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**Property address**

The address of the land is **5 Potala Avenue, Bonnie Brook 3335**

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

**Payment**

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

**Deposit bond**

General condition 15 applies only if the box is checked

**Bank guarantee**

General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

**is due on**

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

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

**Lease** (general condition 5.1)

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

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

- a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years
- OR
- a residential tenancy for a fixed term ending on \_\_\_\_\_
- OR
- a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

**Building report**

General condition 21 applies only if the box is checked

**Pest report**

General condition 22 applies only if the box is checked

INFORMATION ONLY

## Special conditions

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

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

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

INFORMATION ONLY

## SPECIAL CONDITIONS

1. The Purchaser acknowledges that:
  - (a) Before signing this or any prior contract of sale for the land the Purchaser received
    - from the Vendor's agent a statement in accordance with Section 51 of the Estate Agents Act 1980; and
    - from the Vendor a Statement in accordance with Section 32 of the Sale of Land (Amendment) Act 1982.
2. The Purchaser acknowledges and agrees that:
  - a) The Vendor's agent has acted only as agent of the Vendor and no information representation or warranty of the Vendor or the Vendor's agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty, whether written or oral, has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale ) are the sole and full repository of the agreement between the Vendor and the Purchaser;
  - b) The Vendor makes no representation in relation to the condition of the Property and the Goods and the Purchaser relies upon the Purchaser's own inquiries and inspections;
  - c) The Property is purchased by the Purchaser in its present condition and state of repair with all existing, if any, patent and latent defects, infestations, contamination and dilapidation, and as a result of the independent exercise of the Purchaser's own skill and judgment after having had an opportunity for due inspection, enquiries and investigation;
  - d) No representation or warranty has been made or given by the Vendor or by any person acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:
    - a. The merchantability, quality, condition or fitness of the Property or Goods;
    - b. The freedom of the property from defects;
    - c. The use to which the property can lawfully be put;
    - d. Whether development of any description may be carried out on the property; or
    - e. Whether the property or any improvements, renovations, swimming pool or spa (if any) comply the requirements of any municipality or statutory authority or in accordance with by law, orders, regulations or by laws;
  - e) The property in any Goods sold by this Contract of Sale shall not pass to the Purchaser until payment in full of the purchase price.

- f) The Purchaser buys subject to any restrictions imposed by the provisions of any applicable town planning acts or schemes, local government by-laws or other enactments, or any authority empowered to make restrictions. Any such restrictions shall not affect the validity of this Contract of Sale nor shall they constitute a defect in the Vendor's title or with respect to such restrictions or any of them. Any warranties or representations with respect to the use of the said property or any part thereof are hereby expressly excluded and negated.
  - g) Any liability or other obligations arising in connection with the property sold pursuant to any notice order by law resolution regulation or other enactments made or issued on or after the date of this Contract of Sale shall be borne wholly by the Purchaser as at and from the date of this Contract of Sale and the Purchaser hereby indemnifies the Vendor against such liability.
  - h) If there is any swimming pool, spa or other body of water on the Land, the Purchaser will be required at the Purchaser's own expense to fence, to install safety barriers and to carry out such other work to make the same comply with any Acts, Regulations, Orders and By Laws.
3. The statement of adjustment must be delivered by the Purchaser to the Vendor's Solicitors at least 5 business days before the Settlement Date. If the Purchaser fails to deliver the statement of adjustments to the Vendor's solicitors on time, then without prejudice to the Vendor's other rights:
- a.) The Vendor may complete this Contract of Sale at any time between the date for payment of the Balance and the date which is 5 business days after the statement of adjustments is received by the Vendor's solicitors; and
  - b) It will be deemed a delay of payment of the Balance by the Purchaser and the Purchaser shall be liable for default interest to the Vendor.
  - c) The purchaser will incur a fee of \$150.00 plus GST payable to DMT Conveyancing Pty Ltd for the delay of receiving the Statement of Adjustments.
4. The Vendor makes no representation that the services described in the Vendor Statement are adequate for the Purchaser's proposed use of the property and the Purchaser should make appropriate inquiries of service providers. The services may change between the Day of Sale and the Settlement Date and the Vendor makes no representation that the services will be in the same condition on the Settlement Date as they were on the Day of Sale. The Purchaser will be responsible for the connection and/or transfer of all services to the property and will bear all costs associated with such connection and/or transfer.
5. The Purchaser warrants that the Purchaser is not a foreign resident or non-resident of Australia or foreign interest or is not otherwise required to obtain approval or consent to enter into this Contract of Sale:
- a) The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) requiring the obtaining of consent or approval to the Contract of Sale do not apply to the Purchaser and to this Contract of Sale.
  - b) In the event of there being a breach of the above warranty, whether intentional or not, the Purchaser agrees to indemnify and to compensate the Vendor in respect of

any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

- c) This warranty and indemnity shall not merge on completion of the Contract of Sale.
6. Default interest is at a rate of 8% per annum plus the rate for the time being fixed by Section 2 of the Penalty Interest Rate Act 1983. The word "2%" in General Condition 26 is amended to read "8%"
  7. Despite anything in General Condition 32, the Vendor is not obligated to pay any costs or expenses or default interest claimed by the Purchaser, whether caused by the Vendor's breach or otherwise claimed by the Purchaser.
  8. A provision of this Contract of Sale which is intended to continue beyond completion does not merge in the transfer of the property to the Purchaser but continues to have full force and effect for as long as is necessary to give proper effect to that term and despite completion of this Contract of Sale.
  9. The Purchaser's obligation and covenants under this Contract of Sale and the Vendor's right to enforce them are unaffected by any indulgence, forbearance or extension of time allowed or granted by the Vendor or failure or omission of the Vendor to enforce or require compliance or by acceptance by the Vendor of money tendered to the Purchaser.
  10. If any part of this Contract becomes void or unenforceable or is illegal then that part must be severed from this Contract and all parts which are not void, unenforceable or illegal remain in full force and effect and unaffected by the severance.
  11. The Purchaser must pay all costs and expenses (including any Vendor's legal costs) incurred by the Vendor as a result of any default by the Purchaser under this Contract of Sale including a fee of \$220.00 plus GST for the delayed settlement. A fee of \$150.00 plus GST is payable for rescheduling settlement.
  12. It is agreed between the parties hereto that throughout this Contract of Sale unless the context so requires, words importing the singular shall include the plural and vice versa and words referring to any one gender shall include the other and where more persons than one is included in the term "Purchaser" their covenants hereunder shall be joint as well as several.
  13.
    - a) If there is more than one purchaser, it is the Purchasers' responsibility to ensure the Contract of Sale correctly records at the date of the sale the proportions in which they are buying the property (the proportions).
    - b) If the proportions recorded in the transfer, differ from those recorded in the Contract of Sale, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
    - c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract of Sale.

- d) This Special Condition will not merge on completion
14. The Purchaser buys subject to any restrictions, reservations and conditions, whether created before or after the Day of Sale:
- a) All reservations, exceptions and conditions included in the certificate of title;
  - b) All easements, covenants and restrictions (if any) affecting the Property whether registered, unregistered or implied;
  - c) Any law, order, regulation, notice affecting the property and any failure to comply with any of them;
  - d) Any rights or claim by any municipality or statutory authority;
  - e) Any improvement not being constructed within the boundary of the Land;
  - f) Any improvements encroaching on the Land;
  - g) The presence of any contaminant on the Land;
  - h) Any use and development of the Property;
  - i) Any planning permits for or affecting the property including any conditions set out in any planning permits;
  - j) Any other planning control affecting the Property;
  - k) Imposed by any Act, regulations, order and by laws.

Any such restrictions, reservations and conditions shall not affect the validity of this Contract of Sale of Sale nor shall they constitute a defect in the Vendor's title.

15. The Purchaser acknowledges and agrees that any levy, special charges, liability or other obligations arising in connection with the property pursuant to any notice, order, demand, by law, resolution, regulation or other enactments made or issued or due for payment (including any installments) on or after the date of this Contract of Sale shall be borne wholly by the Purchaser as at and from the Day of Sale and the Purchaser hereby indemnifies the Vendor against such liability.
16. Time shall be of the essence of this Contract of Sale.
17. This Contract of Sale is governed by the laws of the State of Victoria.

## **GUARANTEE AND INDEMNITY**

TO: The \_\_\_\_\_ and described Vendor (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the \_\_\_\_\_ Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY JOINTLY AND SEVERALLY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchaser under the said Contract of Sale.
- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding: -

- (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
- (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
- (c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.

G. Until the Vendor shall have received all monies payable to it under the said

Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorized by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.

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

J. THIS Guarantee shall ensure for the benefit of the Vendor and its successors and transferees.

K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (*if any*) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

## SCHEDULE

**Vendor:**

Details as in the Contract of Sale

**Purchaser:**

Details as in the Contract of Sale

**Guarantor:**

Name:

Address:

Name:

Address:

Name:

Address:

**EXECUTED AS A DEED** Dated:

Signed Sealed and Delivered by the )  
Guarantor in the presence of: )

.....  
Witness Name:

Address of Witness:

Signed Sealed and Delivered by the )  
Guarantor in the presence of: )

.....  
Witness Name:

Address of Witness:

## General conditions

### Contract signing

#### 1. ELECTRONIC SIGNATURE

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

#### 2. LIABILITY OF SIGNATORY

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

#### 3. GUARANTEE

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

#### 4. NOMINEE

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

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## Title

#### 5. ENCUMBRANCES

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

#### 6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to 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. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under 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 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

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

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## Money

### 14. DEPOSIT

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

- (d) 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. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
    - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 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. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of 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. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with 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. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner 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. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, 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;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

## 31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

## 32. BREACH

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
  - (i) the default is remedied; and
  - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

### 35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

---

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	5 Potala Avenue, Bonnie Brook 3335
-------------	------------------------------------

<b>Vendor's name</b>	KEFAA HABEEB ELIAS BANYAMEEN	<b>Date</b> / /
----------------------	------------------------------	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Vendor's name</b>	IMAD JINAN BAIOS SAKARYA	<b>Date</b> / /
----------------------	--------------------------	--------------------

<b>Vendor's signature</b>	
---------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

<b>Purchaser's name</b>		<b>Date</b> / /
-------------------------	--	--------------------

<b>Purchaser's signature</b>	
------------------------------	--

# 1 FINANCIAL MATTERS

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

(a) 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

	To	
--	----	--

Other particulars (including dates and times of payments):
--

## 1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

## 1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

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

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

# 2 INSURANCE

## 2.1 Damage and Destruction

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

Not Applicable.

## 2.2 Owner Builder

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

Not Applicable.

# 3 LAND USE

## 3.1 Easements, Covenants or Other Similar Restrictions

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

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

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

**3.2. Road Access**

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

**3.3. Designated Bushfire Prone Area**

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

**3.4. Planning Scheme**

Attached is a certificate with the required specified information.

**4 NOTICES**

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

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

Not Applicable.

**4.2. Agricultural Chemicals**

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

Not Applicable.

**4.3. Compulsory Acquisition**

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

Not Applicable.

**5 BUILDING PERMITS**

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

Are contained in the attached certificate.

**6 OWNERS CORPORATION**

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

Not Applicable.

**7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not Applicable.

**8 SERVICES**

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

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

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 10 SUBDIVISION

### 10.1. Unregistered Subdivision

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

Not Applicable.

### 10.2. Staged Subdivision

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

Not Applicable.

### 10.3. Further Plan of Subdivision

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

Not Applicable.

## 11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12 DUE DILIGENCE CHECKLIST

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

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

## 13 ATTACHMENTS

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

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

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

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

Page 1 of 1

VOLUME 12367 FOLIO 329

Security no : 124126650961Q  
Produced 29/07/2025 06:37 PM

**LAND DESCRIPTION**

Lot 1412 on Plan of Subdivision 838480K.  
PARENT TITLE Volume 12352 Folio 420  
Created by instrument PS838480K 06/04/2022

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
KEFAA HABEEB ELIAS BANYAMEEN  
IMAD JINAN BAIOS SAKARYA both of 5 POTALA AVENUE BONNIE BROOK VIC 3335  
AW945221A 16/06/2023

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AW945222X 16/06/2023  
AMP BANK LTD

COVENANT PS838480K 06/04/2022

COVENANT AV621639D 12/05/2022

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  
AT383201N 29/06/2020

**DIAGRAM LOCATION**

SEE PS838480K FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 5 POTALA AVENUE BONNIE BROOK VIC 3335

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18478R FIRST LEGAL  
Effective from 16/06/2023

DOCUMENT END



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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

Produced 29/07/2025 06:37:19 PM

Status	Registered	Dealing Number	AT383201N
Date and Time Lodged	29/06/2020 03:39:35 PM		

### Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22000815

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9987/221  
12226/607  
12226/984  
12226/985

### Instrument and/or legislation

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

### Applicant(s)

Name	MELTON CITY COUNCIL
Address	
Street Number	232
Street Name	HIGH
Street Type	STREET
Locality	MELTON



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

State VIC  
Postcode 3337

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### Additional Details

Refer Image Instrument

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

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### Execution

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

Executed on behalf of	MELTON CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	29 JUNE 2020

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### File Notes:

NIL

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

Statement End.

# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AT383201N</b>
Number of Pages (excluding this cover sheet)	<b>24</b>
Document Assembled	<b>29/07/2025 18:37</b>

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**SECTION 173 AGREEMENT  
PLANNING AND ENVIRONMENT ACT 1987**

**MELTON CITY COUNCIL**  
Council

- and -

**CANE MADAROSKI AND ZORA MADAROSKI**  
Owner 42

**COHN ARTHUR TOGNOLINI**  
Owner 43

**JOHN GALEA AND PHILUMENA GALEA**  
Owner 44

in relation to land at:  
1392-1438 and 1440-1486 Plumpton Road, Bonnie Brook and 1267-1275 Plumpton Road, Fraser  
Rise

22000815  
Harwood Andrews  
ABN 98 076 868 034  
70 Gheringhap Street, Geelong 3220, Victoria, Australia  
DX 22019 Geelong  
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

**PARTIES:**

1. **Melton City Council** of 232 High Street, Melton, Victoria, 3337  
(Council)
2. **Cane Madaroski and Zora Madaroski** of 35 Galena Crescent, St Albans, Victoria, 3021  
(Owner 42)
3. **Cohn Arthur Tognolini** of 1440 Plumpton Road, Plumpton, Victoria, 3037  
(Owner 43)
4. **John Galea and Philumena Galea** both of 52 Sommers Drive, Altona Meadows, Victoria, 3020  
(Owner 44)
5. **1392 Plumpton Road Pty Ltd ACN 167 186 674** of 145 Knees Road, Park Orchards, Victoria, 3114  
(Developer 42)
6. **Resi Ventures 1267 Plumpton Pty Ltd ACN 168 126 663** of 145 Knees Road, Park Orchards, Victoria, 3114  
(Developer 44)
7. **Resi Ventures 1440 Plumpton Pty Ltd ACN 623 520 990** of 145 Knees Road, Park Orchards, Victoria, 3114  
(Developer 43)

**RECITALS:**

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. The Developer is developing the Land.
- R.3. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.4. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.5. The PSP and the ICP apply to the Land.
- R.6. The ICP sets out the contribution required from individual land owners within the area covered by the ICP to the provision of:
  - a. works, services or facilities; and
  - b. land for public purposes.
- R.7. The ICP relevantly provides that where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act.
- R.8. Council has issued the Permit for the Land. The Permit relevantly requires the:

- 2 -

- a. payment of the Monetary Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
  - b. payment of the Land Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.
- R.9. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
- a. satisfy the requirements of the Permit;
  - b. set out the obligations of the Owner to pay the Monetary Component;
  - c. document the arrangements for the payment of any Land Equalisation Amount to Council and the vesting of Inner Public Purpose Land in Council; and
  - d. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- R.10. All Mortgagees or Caveators have consented to this Agreement.

**IT IS AGREED AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Council** means:
  - 1.3.1. in its capacity as responsible authority, Melton City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.3.1. in its capacity as collecting agency, Melton City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
  - 1.3.2. in its capacity as development agency, Melton City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.4. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.5. **Current Address for Service**
  - 1.5.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
  - 1.5.2. for an Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.6. **Current Email Address for Service**
  - 1.6.1. for the Council means [legalservices@melton.vic.gov.au](mailto:legalservices@melton.vic.gov.au), or any other email address listed on the website of the Council; and
  - 1.6.2. for an Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.7. **Current Number for Service**
  - 1.7.1. for the Council means 03 9743 9970, or any other facsimile number listed on the website of the Council; and

- 1.8. **Caveator** means each caveator identified in item 6 of Schedule 1.
- 1.9. **Developer** means:
- 1.9.1. in relation to Property 42, 1392 Plumpton Road Pty Ltd;
  - 1.9.2. in relation to Property 43, Resi Ventures 1267 Plumpton Pty Ltd; and
  - 1.9.3. in relation to Property 44, Resi Ventures 1440 Plumpton Pty Ltd;
- 1.10. **Development Agreement** means:
- 1.10.1. in relation to Property 42, the Development Agreement between Owner 42 and 1392 Plumpton Road Pty Ltd (as developer) (and others);
  - 1.10.2. in relation to Property 43, the Development Agreement between Owner 43 and Resi Ventures 1267 Plumpton Pty Ltd (as developer); and
  - 1.10.3. in relation to Property 44, the Development Agreement between Owner 44 and Resi Ventures 1440 Plumpton Pty Ltd (as developer)
- 1.11. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.12. **GAIC** means the Growth Areas Infrastructure Contribution under the Act.
- 1.13. **GST** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.14. **GST Regulations** means the *A New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.15. **ICP** means the Plumpton & Kororoit Infrastructure Contributions Plan, July 2018 (amended October 2019) which was introduced by Amendment C195 to the Planning Scheme, or any successor approved contributions plan within the meaning of Part 3AB of the Act.
- 1.16. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the ICP and relevant the schedule to the Infrastructure Contributions Overlay.
- 1.17. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- 1.18. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.19. **Land** means Property 42, Property 43 and Property 44. As at the date of this Agreement, the plan of subdivision for Stage 1 has registered and the title details for the Land are as contained in Schedule 1.
- 1.20. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.21. **Land Credit Amount** means any land credit amount applicable to the Land, as adjusted from time to time, pursuant to the ICP and relevant the Schedule to the Infrastructure Contributions Overlay.

- 1.22. **Land Equalisation Amount** means any land equalisation amount applicable to the Land as adjusted from time to time, pursuant to the ICP and relevant the schedule to the Infrastructure Contributions Overlay.
- 1.23. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the 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 road, 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 in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.24. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and the relevant the Schedule to the Infrastructure Contributions Overlay.
- 1.25. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.26. **Owner** means Owner 42, Owner 43 and Owner 44.
- 1.27. **Owner 42** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 42 or any part of it, and includes a Mortgagee in possession.
- 1.28. **Owner 43** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 43 or any part of it, and includes a Mortgagee in possession.
- 1.29. **Owner 44** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of Property 44 or any part of it, and includes a Mortgagee in possession.
- 1.30. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the ICP and relevant the schedule to the Infrastructure Contributions Overlay.
- 1.31. **party or parties** means the Owner and the Council under this Agreement as appropriate.
- 1.32. **Permit** means the planning permit identified in item 4 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.33. **Planning Scheme** means the Melton Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.34. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.35. **Property 42** means the land known as 1392-1438 Plumpton Road, Bonnie Brook, being Lot 2 LP131980 and the land described in Certificate of Title Volume 9806 Folio 589.
- 1.36. **Property 43** means the land known as 1440-1486 Plumpton Road Bonnie Brook, being Lot 3 LP131980 and the land described in Certificate of Title Volume 10813 Folio 586.

- 1.37. **Property 44** means the land known as 1267-1275 Plumpton Road, Fraser Rise, being lot 4 LP219656R and the land described in Certificate of Title Volume 9987 Folio 221.
- 1.38. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.39. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.40. **Schedule** means a schedule to this Agreement.
- 1.41. **Schedule of Contributions** means the items submitted to and approved by Council under conditions 15 and 16 of the Permit.
- 1.42. **Stage** is a reference to a stage of the subdivision allowed by the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.43. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.44. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.45. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the ICP and relevant the schedule to the Infrastructure Contributions Overlay.

## 2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.

- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

### **3. REQUIREMENT TO PAY MONETARY COMPONENT**

#### **3.1. Payment of the Monetary Component**

- 3.1.1. The Owner must pay the Monetary Component for any Stage:
- 3.1.1.1. prior to the issue of a Statement of Compliance for that Stage; and
  - 3.1.1.2. in accordance with the Permit.
- 3.1.2. For the avoidance of doubt, the parties agree that where the Monetary Component for a Stage is paid in accordance with clause 3.1.1 Council must not:
- 3.1.2.1. apply Indexation to the Monetary Component for that Stage; and
  - 3.1.2.2. seek a top up payment for that Stage.

### **4. LAND PROJECTS**

#### **4.1. Provision of Inner Public Purpose Land**

- 4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage.
- 4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 4.1.1 Council may at its absolute discretion:
- 4.1.2.1. further extend the relevant timeframe in writing; or
  - 4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe.

#### **4.2. Condition of the land**

The Owner agrees that any land vested in Council in accordance with clause 4.1 must be:

- 4.2.1. sown to grass (minimum 95% coverage without bare areas exceeding 1 square metre); free from rock, debris and weeds; smoothly graded; and freely draining to the satisfaction of Council;
- 4.2.2. free of all encumbrances;
- 4.2.3. free from contamination;
- 4.2.4. have any liability for GAIC discharged prior to it being vested in Council and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council;

- 8 -

4.2.5. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) in respect of the land has been discharged;

4.2.6. connected to services, where applicable;

unless otherwise agreed to in writing by Council.

4.3. **Survival of liability clause**

The Owner agrees that clause 4.2.4 survives the termination or ending of this Agreement.

4.4. **No further compensation payable**

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land vested in Council pursuant to the ICP.

4.5. **Payment of any Land Equalisation Amount**

4.5.1. The Owner must pay the Land Equalisation Amount for a Stage:

4.5.1.1. to the collecting agency;

4.5.1.2. prior to the issue of a Statement of Compliance for the relevant Stage; and

4.5.1.3. in accordance with Schedule 2.

5. **OWNER'S FURTHER COVENANTS**

5.1. In relation to:

5.1.1. Property 42, Owner 42;

5.1.2. Property 43, Owner 43; and

5.1.3. Property 44, Owner 44,

warrants and covenants that:

5.1.4. it is the registered proprietor (or entitled to be so) of the Land;

5.1.5. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches, other than the rights of the developer under the Development Agreements;

5.1.6. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic); and

5.1.7. it will not after the date of this Agreement sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.

5.2. The Owner warrants and covenants that:

- 5.2.1. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
  - 5.2.1.1. negotiation, preparation, execution and recording of this Agreement;
  - 5.2.1.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
  - 5.2.1.3. the cancellation or alteration of this Agreement in the Register.
- 5.2.2. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 5.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 5.2.3. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 5.2.4. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## **6. ACKNOWLEDGEMENT BY THE PARTIES**

The Parties acknowledge and agree that:

- 6.1. this Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under ICP;
- 6.2. 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 Land; and
- 6.3. the Developer may satisfy the obligations of the Owner under clause 3 of this Agreement.

## **7. FURTHER ASSURANCE**

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

## 8. AMENDMENT

- 8.1. This Agreement may be amended only in accordance with the requirements of the Act.
- 8.2. If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Land or that part of the Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

## 9. NO WAIVER

The Parties agree that:

- 9.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
- 9.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
- 9.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and
- 9.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

## 10. NO FETTERING OF POWERS OF COUNCIL

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the 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 Land or relating to any use or development of the Land.

## 11. INTEREST ON OVERDUE MONEYS

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 (Vic)* and any payment made shall be first directed to payment of interest and then the principal amount owing.

## 12. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 12.1. not later than two business days after being deposited in the mail with postage prepaid;
- 12.2. when delivered by hand;
- 12.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*; or

12.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

**13. COSTS ON DEFAULT**

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

**14. INVALIDITY OF ANY CLAUSE**

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

**15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS**

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

**16. JOINT OBLIGATIONS**

16.1. Subject to clause 16.2, in the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

16.2. For the purposes of clauses 3 and 4, reference to the Owner is a reference to the registered proprietor(s) of that part of the Land in the Stage.

16.3. Nothing in this Agreement constitutes a partnership or a joint venture or the relationship of employer and employee between the Owners and nothing in this Agreement authorises or empowers an Owner to act as agent for another Owner.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

**18. GST**

The Parties agree that:

18.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;

18.2. a supply under this Agreement of:

- 18.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
- 18.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
  - 18.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
  - 18.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
  - 18.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
  - 18.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);will be exempt from GST.
- 18.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- 18.4. a Party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

## 19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 19.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
  - 19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
  - 19.2.2. where a clearance certificate is not provided in accordance with clause 19.2.1:

- 19.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
  - 19.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
  - 19.2.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 19.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 19.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

## 20. COUNTERPARTS

- 20.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.
- 20.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

## 21. COMMENCEMENT AND ENDING OF AGREEMENT

- 21.1. This Agreement will commence:
- 21.1.1. on the date that it bears; or
  - 21.1.2. if it bears no date, on the date it is recorded in the Register.
- 21.2. This Agreement will end:
- 21.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
  - 21.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
  - 21.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act.

- 21.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days 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 in relation to the relevant land.

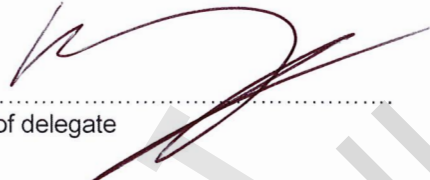
INFORMATION ONLY

**EXECUTED BY THE PARTIES**

**Signed sealed and delivered as a deed by the Parties**

Date: 23 June 2020

**SIGNED** on behalf of **MELTON CITY COUNCIL**  
by **ROBERT BAGGIO, MANAGER PLANNING SERVICES** pursuant to an instrument of delegation authorised by a Council resolution dated 25 June 2018 in the presence of:

  
.....  
Signature of delegate

  
.....  
Witness  
  
**ROGER SUSIC**  
.....  
Print name

**SIGNED SEALED AND DELIVERED** by the said **Cane Madaroski** by his attorney Khurram Saeed who certifies that the power of attorney has not been varied or revoked, in the presence of:

  
.....

  
.....  
Signature of witness

**TERRI BALDWIN**  
.....  
Name of witness  
**5 PEARL CRT MT EVELYN VIC 3796**  
.....  
Address of witness

**SIGNED SEALED AND DELIVERED** by the said **Zora Madaroski** by her attorney Khurram Saeed who certifies that the power of attorney has not been varied or revoked, in the presence of:

  
.....

  
.....  
Signature of witness

**TERRI BALDWIN**  
.....  
Name of witness  
**5 PEARL CRT MT EVELYN VIC 3796**  
.....  
Address of witness

**SIGNED SEALED AND DELIVERED** by the said **John Galea** by his attorney Khurram Saeed who certifies that the power of attorney has not been varied or revoked, in the presence of:



Signature of witness

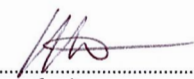
TERRI BALDWIN

Name of witness

5 PEARL CRT, MTEVELYN VIC 3796

Address of witness

**SIGNED SEALED AND DELIVERED** by the said **Philumena Galea** by her attorney Khurram Saeed who certifies that the power of attorney has not been varied or revoked, in the presence of:



Signature of witness

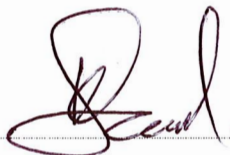
TERRI BALDWIN

Name of witness

5 PEARL CRT MTEVELYN VIC 3796

Address of witness

**SIGNED SEALED AND DELIVERED** by the said **Cohn Arthur Tognolini** by his attorney Khurram Saeed who certifies that the power of attorney has not been varied or revoked, in the presence of:



Signature of witness

TERRI BALDWIN


Name of witness

5 PEARL CRT MT EVELYN VIC 3796

Address of witness


**EXECUTED** by **1392 Plumpton Road Pty Ltd**  
**ACN 167 186 674** in accordance with Section 127  
of the Corporations Act 2001:

.....  
Director  
.....  
Full Name  
.....  
Address

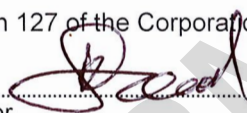
  
.....  
Director/Secretary  
.....  
Full Name  
.....  
Address


**EXECUTED** by **Resi Ventures 1267 Plumpton**  
**Pty Ltd ACN 168 126 663** in accordance with  
Section 127 of the Corporations Act 2001:

.....  
Director  
.....  
Full Name  
.....  
Address

  
.....  
Director/Secretary  
.....  
Full Name  
.....  
Address

**EXECUTED** by **Resi Ventures 1440 Plumpton**  
**Pty Ltd ACN 623 520 990** in accordance with  
Section 127 of the Corporations Act 2001:

  
.....  
Director  
.....  
Full Name  
.....  
Address

  
.....  
Director/Secretary  
.....  
Full Name  
.....  
Address

**MORTGAGEE CONSENT**

The Mortgagee identified in item 5 of Schedule 1 under the Instrument/s of Mortgage identified in item 5 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of WIN SENIOR NO. 310 PTY LTD

**EXECUTED** by WIN SENIOR NO. 310 PTY LTD  
ACN 631 339 958 in accordance with Section 127  
of the Corporations Act 2001:

.....  
Director

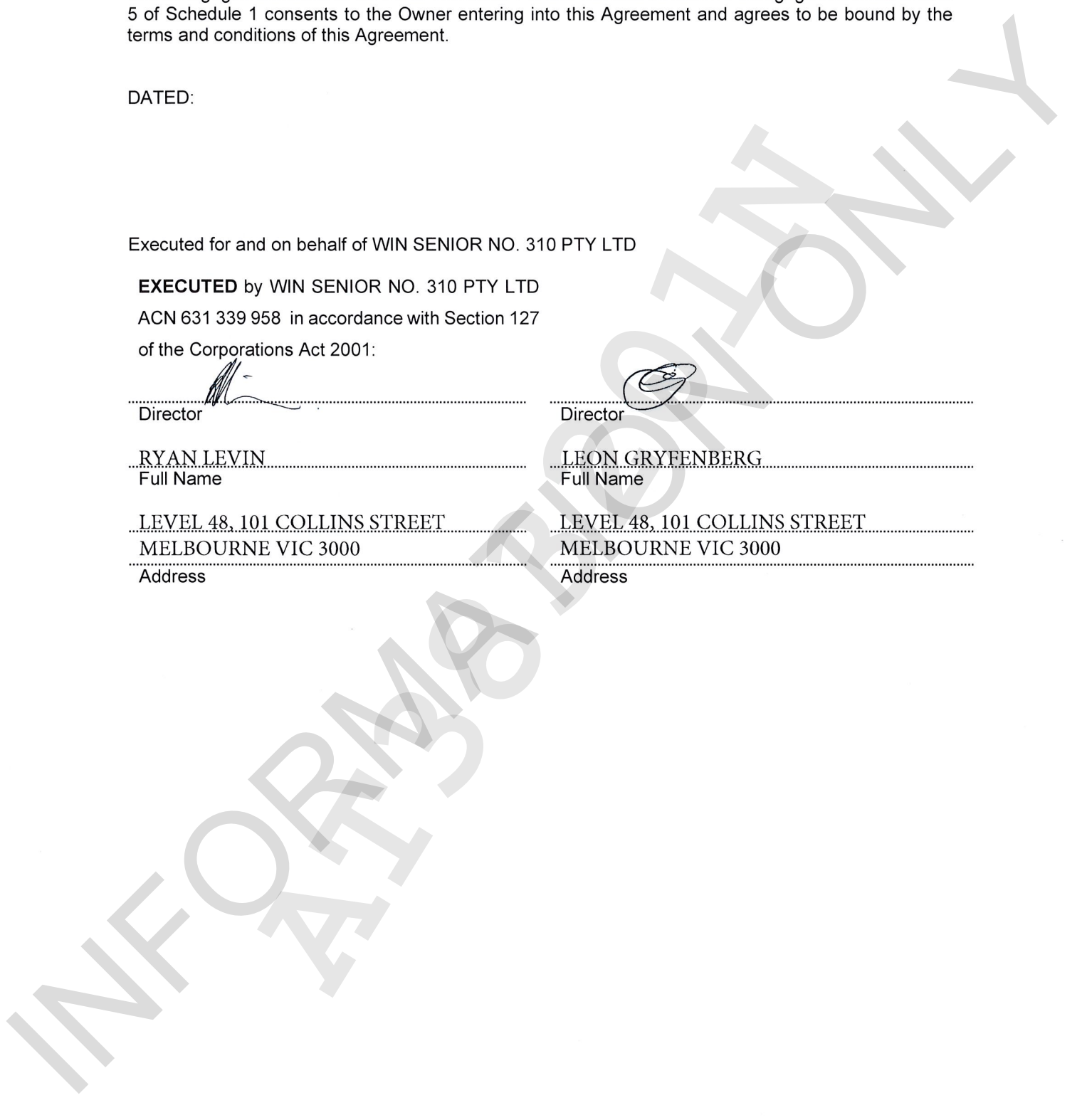
RYAN LEVIN  
Full Name

LEVEL 48, 101 COLLINS STREET  
MELBOURNE VIC 3000  
Address

.....  
Director

LEON GRYFENBERG  
Full Name

LEVEL 48, 101 COLLINS STREET  
MELBOURNE VIC 3000  
Address



**CAVEATOR CONSENT**

The Caveators identified in item 6 of Schedule 1 under the Instrument identified in item 6 of Schedule 1 consent to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

**RESI VENTURES PTY LTD ACN 146 886 679 as caveator under instruments of caveat:**

- AL772651F regarding Property 42
- AQ048747N regarding Property 43
- AL772653B regarding Property 44

**Executed for and on behalf of RESI VENTURES PTY LTD  
DATED:**

**EXECUTED by RESI VENTURES PTY. LTD.**

**ACN 146 886 679** in accordance with Section 127  
of the Corporations Act 2001:

<p>..... Director</p> <p><i>[Signature]</i></p> <p>..... Full Name</p> <p><i>KHURRAM SAIED</i></p> <p>..... Address</p> <p><i>5 Simons Way Williams Landing, VIC 3027.</i></p>	<p>..... Director/Secretary</p> <p><i>[Signature]</i></p> <p>..... Full Name</p> <p><i>ANTHONY BANJHAR</i></p> <p>..... Address</p> <p><i>145 KNEES RD PARK ORCHARDS</i></p>
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**RESI VENTURES 1440 PLUMPTON PTY LTD ACN: 623520990 as caveator under instruments of caveat AS056494D and AS056495B regarding Property 43**

**Executed for and on behalf of RESI VENTURES 1440 PLUMPTON PTY LTD ACN:  
623520990  
DATED:**

**EXECUTED by RESI VENTURES 1440**

**PLUMPTON PTY. LTD. ACN 623 520 990** in  
accordance with Section 127 of the Corporations  
Act 2001:

<p>..... Director</p> <p><i>[Signature]</i></p> <p>..... Full Name</p> <p><i>KHURRAM SAIED</i></p> <p>..... Address</p> <p><i>5 Simons Way Williams Landing VIC 3027.</i></p>	<p>..... Director/Secretary</p> <p><i>[Signature]</i></p> <p>..... Full Name</p> <p><i>ANTHONY BANJHAR</i></p> <p>..... Address</p> <p><i>145 KNEES RD PARK ORCHARDS</i></p>
---	--

**Schedule 1**

<b>Item 1 –Land</b>	<p><b>Lots A and B on PS804371 – Certificates of Title Volume 12226 Folios 984, 985</b></p> <p><b>Lot B on PS 811263 – Certificate of Title Volume 12226 Folio 607</b></p> <p><b>Lot 4 On LP219656R – Certificate of Title Volume 9987 Folio 221</b></p>
<b>Item 2 – Precinct Structure Plan</b>	Plumpton Precinct Structure Plan
<b>Item 3 –Infrastructure Contributions Plan</b>	Plumpton & Kororoit Infrastructure Contributions Plan, October 2019
<b>Item 4 – Permit</b>	PA2017/5638/1
<b>Item 5 – Mortgagee &amp; Instrument/s of Mortgagee</b>	WIN SENIOR NO. 310 PTY LTD as mortgagee under instrument of mortgage AS001983W regarding Property 43
<b>Item 6 – Caveator &amp; Instrument of Caveat</b>	<p>RESI VENTURES PTY LTD as caveator under instruments of caveat:</p> <ul style="list-style-type: none"> <li>• AL772651F regarding Property 42</li> <li>• AQ048747N regarding Property 43</li> <li>• AL772653B regarding Property 44</li> </ul> <p>RESI VENTURES 1440 PLUMPTON PTY LTD ACN: 623520990 as caveator under instruments of caveat AS056494D and AS056495B regarding Property 43</p>
<b>Item 7 – Civil Maintenance Period</b>	NA
<b>Item 8 – Civil Maintenance Bond Amount</b>	NA

## SCHEDULE 2 LAND PROJECTS

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council (in July 2019 dollars)
42	12.26%	7.40%	Under	NA	\$1,261,389.87
43	12.26%	8.29%	Under	NA	\$725,520.75
44	12.26%	5.49%	Under	NA	\$1,412,476.03

### Under provider

Property	Stage	Stage NDA (hectares)	ICP Land Contribution Percentage	Public Land Required (ICP Land Contribution Percentage x NDA)	Area of land provided as per ICP within the Stage	Staged % of NDA	Land Equalisation Amount (in July 2019 dollars)
42	1	0.4212	12.26%	0.0516	0.0000	3.35%	\$42,240.20
43	1	1.9032	12.26%	0.2333	0.9133	22.06%	\$160,069.14
44	1	0.0000	N/A	N/A	N/A	N/A	N/A
42	2	0.0000	N/A	N/A	N/A	N/A	N/A
43	2	1.9383	12.26%	0.2376	0.0000	22.47%	\$163,017.38
44	2	0.0000	N/A	N/A	N/A	N/A	N/A
42	3	0.0000	N/A	N/A	N/A	N/A	N/A
43	3	1.1099	12.26%	0.1361	0.0000	12.87%	\$93,346.75
44	3	0.0000	N/A	N/A	N/A	N/A	N/A

42	4	0.0000	N/A	N/A	N/A	N/A	N/A
43	4	1.6270	12.26%	0.1995	0.0000	18.86%	\$136,839.55
44	4	0.0000	N/A	N/A	N/A	N/A	N/A
42	5	1.8773	12.26%	0.2302	0.0000	14.93%	\$188,268.90
43	5	0.0000	N/A	N/A	N/A	N/A	N/A
44	5	0.0000	N/A	N/A	N/A	N/A	N/A
42	6	0.9729	12.26%	0.1193	1.0000	7.73%	\$97,567.63
43	6	0.0000	N/A	N/A	N/A	N/A	N/A
44	6	0.0000	N/A	N/A	N/A	N/A	N/A
42	7	0.0000	N/A	N/A	N/A	N/A	N/A
43	7	0.0000	N/A	N/A	N/A	N/A	N/A
44	7	1.5050	12.26%	0.1845	0.0000	16.30%	\$230,281.23
42	8	0.0000	N/A	N/A	N/A	N/A	N/A
43	8	0.0000	N/A	N/A	N/A	N/A	N/A
44	8	1.1823	12.26%	0.1450	0.0000	12.81%	\$180,910.62
42	9	0.0000	N/A	N/A	N/A	N/A	N/A
43	9	0.0000	N/A	N/A	N/A	N/A	N/A
44	9	1.0004	12.26%	0.1226	0.0000	10.84%	\$153,068.88
42	18	0.0000	N/A	N/A	N/A	N/A	N/A
43	18	2.0480	12.26%	0.2511	0.0000	23.74%	\$172,247.94
44	18	0.0000	N/A	N/A	N/A	N/A	N/A
42	10	0.0000	N/A	N/A	N/A	N/A	N/A
43	10	0.0000	N/A	N/A	N/A	N/A	N/A
44	10	1.0239	12.26%	0.1255	0.5609	11.09%	\$156,667.74
42	11	0.0000	N/A	N/A	N/A	N/A	N/A
43	11	0.0000	N/A	N/A	N/A	N/A	N/A
44	11	1.5540	12.26%	0.1905	0.0000	16.83%	\$237,778.76
42	12	0.0000	N/A	N/A	N/A	N/A	N/A
43	12	0.0000	N/A	N/A	N/A	N/A	N/A

- 3 -

44	12	1.3190	12.26%	0.1617	0.0000	14.29%	\$201,821.23
42	13	1.9901	12.26%	0.2440	0.0000	15.82%	\$199,574.42
43	13	0.0000	N/A	N/A	N/A	N/A	N/A
44	13	0.0000	N/A	N/A	N/A	N/A	N/A
42	14	1.3369	12.26%	0.1639	0.0000	10.63%	\$134,075.50
43	14	0.0000	N/A	N/A	N/A	N/A	N/A
44	14	0.0000	N/A	N/A	N/A	N/A	N/A
42	15	1.1317	12.26%	0.1387	0.0000	9.00%	\$113,492.51
43	15	0.0000	N/A	N/A	N/A	N/A	N/A
44	15	0.0000	N/A	N/A	N/A	N/A	N/A
42	16	2.0464	12.26%	0.2509	0.0000	16.27%	\$205,221.26
43	16	0.0000	N/A	N/A	N/A	N/A	N/A
44	16	0.0000	N/A	N/A	N/A	N/A	N/A
42	17	0.0000	N/A	N/A	N/A	N/A	N/A
43	17	0.0000	N/A	N/A	N/A	N/A	N/A
44	17	1.6466	12.26%	0.2019	0.0000	17.84%	\$251,947.56
42	LTC	2.8015	12.26%	0.3435	0.0000	22.27%	\$280,949.45
43	LTC	0.0000	N/A	N/A	N/A	N/A	N/A
44	LTC	0.0000	N/A	N/A	N/A	N/A	N/A
42	Balance	0.0000	N/A	N/A	N/A	N/A	N/A
43	Balance	0.0000	N/A	N/A	N/A	N/A	N/A
44	Balance	0.0000	N/A	N/A	N/A	N/A	N/A

# Imaged Document Cover Sheet


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Document Identification	<b>PS838480K</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>29/07/2025 18:37</b>

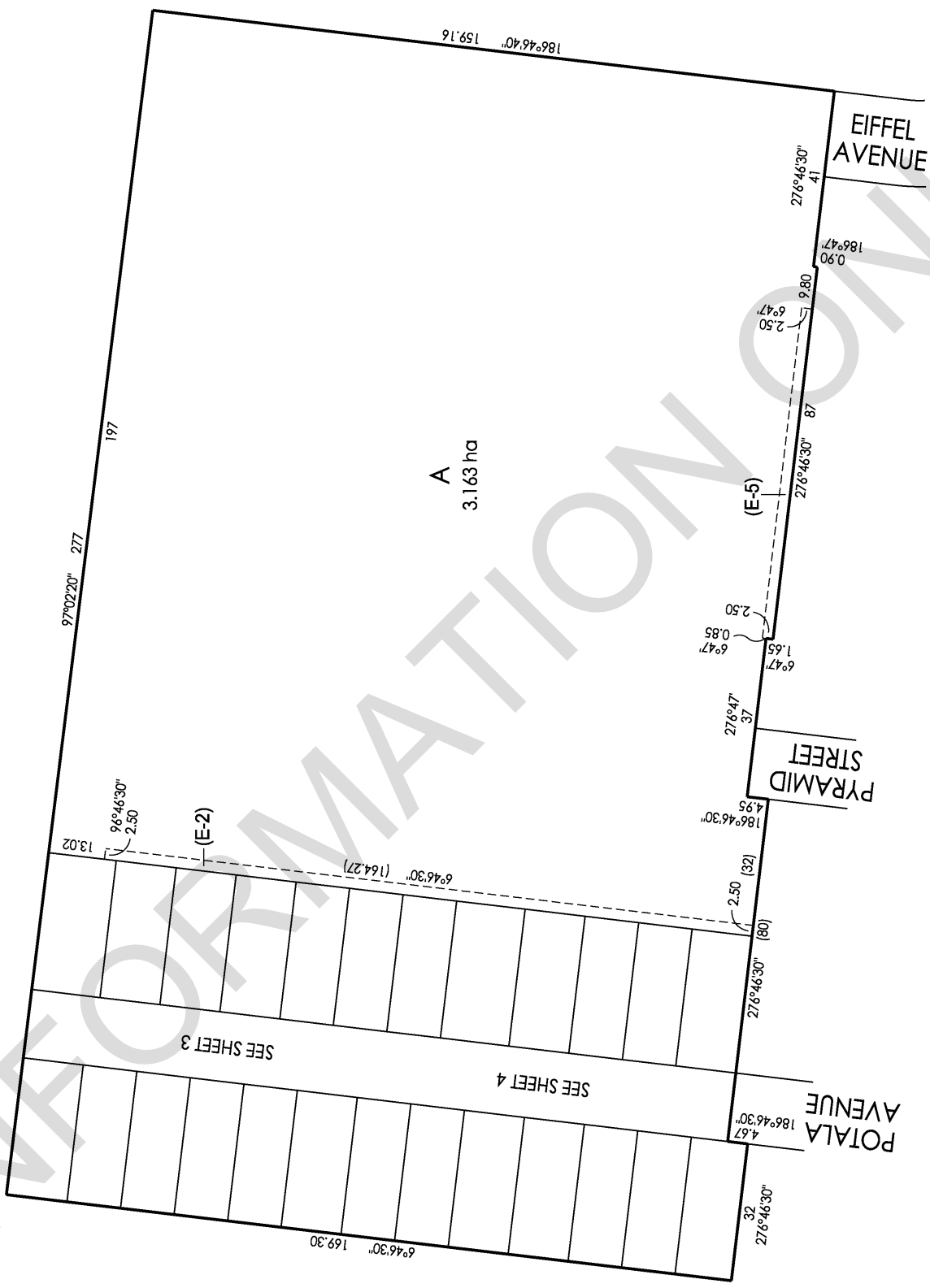
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
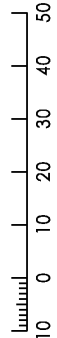
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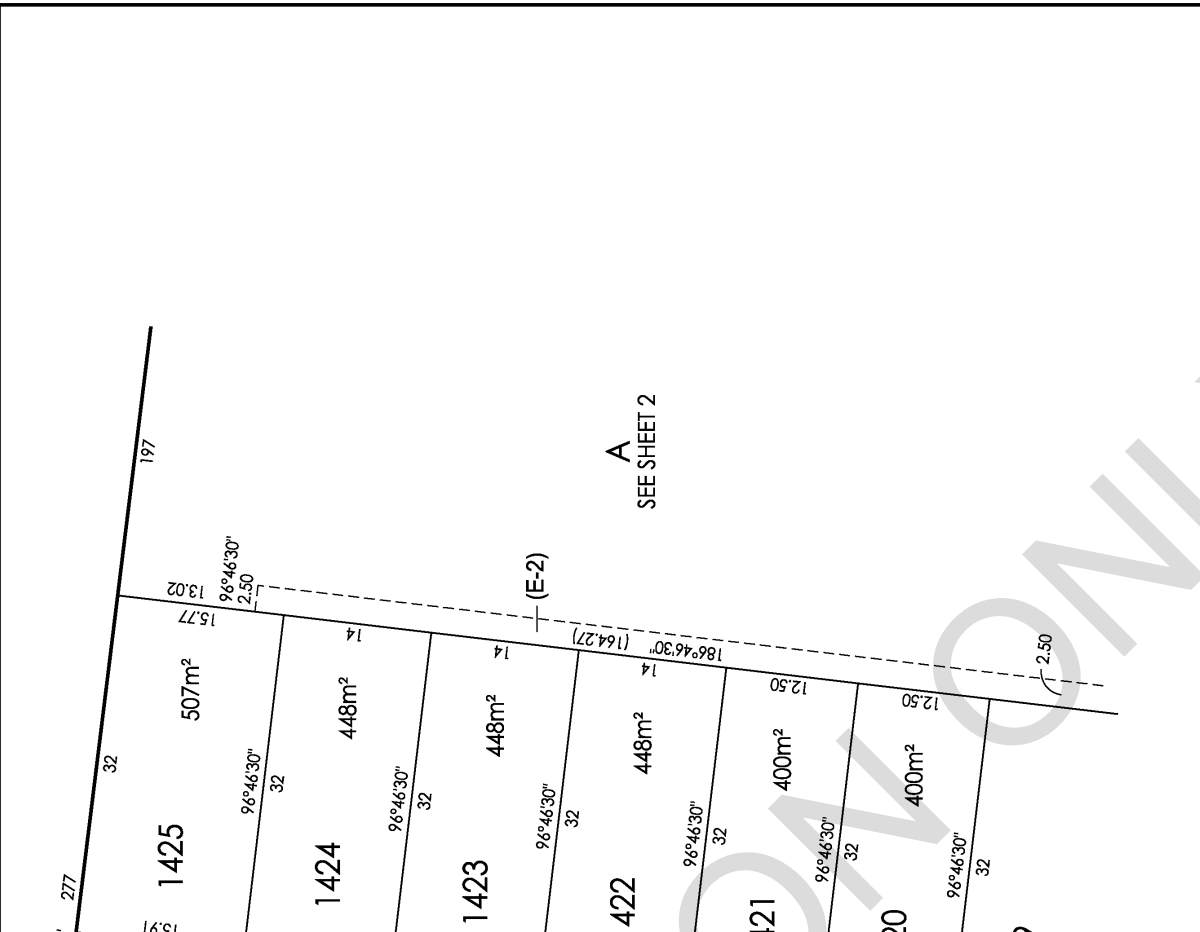
PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 838480K	
<b>LOCATION OF LAND</b> <b>PARISH:</b> KOROROIT  <b>TOWNSHIP:</b> -----  <b>SECTION:</b> 18  <b>CROWN ALLOTMENT:</b> 20 (PART)  <b>CROWN PORTION:</b> -----  <b>TITLE REFERENCES:</b> VOL. 12352 FOL. 420  <b>LAST PLAN REFERENCE:</b> LOT A ON PS838464H  <b>POSTAL ADDRESS: (at time of subdivision)</b> 1392 TO 1438 AND 1440 TO 1486 PLUMPTON ROAD, BONNIE BROOK 3335  <b>MGA 94 CO-ORDINATES: (of approx. centre of plan)</b> E: 296 280      ZONE: 55 N: 5 823 830      DATUM: GDA94		Council Name: Melton City Council  Council Reference Number: Sub5590 Planning Permit Reference: PA2017/5638/1 SPEAR Reference Number: S154940J  <b>Certification</b>  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 24/07/2020  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Geraldine Addicott for Melton City Council on 05/05/2021  <b>Statement of Compliance</b> issued: 25/03/2022		
<b>VESTING OF ROADS OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 1400 (BOTH INCLUSIVE) AND EASEMENTS (E-3) AND (E-4) HAVE BEEN OMITTED FROM THIS PLAN  <b>TOTAL ROAD AREA: 2631m<sup>2</sup></b>   <b>WARNING:</b> The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958		
ROAD R1	MELTON CITY COUNCIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION DOES NOT APPLY				
<b>SURVEY:</b> THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No. KOROROIT PM53  LAND NOT IN A PROCLAIMED SURVEY AREA  <b>STAGING</b> THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. PA2017/5638				
<b>ESTATE:</b> MONUMENT 14		<b>AREA:</b> 1.331 ha	<b>No. OF LOTS:</b> 25	<b>MELWAY:</b> 355:F:4
<b>EASEMENT INFORMATION</b>				
<b>LEGEND:</b> A - APPURTENANT    E - ENCUMBERING EASEMENT    R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	MELTON CITY COUNCIL
(E-2)	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
(E-5)	SEWERAGE	SEE PLAN	PS838464H	GREATER WESTERN WATER CORPORATION
 <b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		<b>REF: 9170/14</b> <b>VERSION: 6</b>  Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (6), 24/02/2021, SPEAR Ref: S154940J		<b>ORIGINAL SHEET SIZE A3</b> <b>SHEET 1 OF 5 SHEETS</b>  <b>PLAN REGISTERED</b> <b>TIME: 11:51am</b> <b>DATE: 06/04/22</b>  <b>B.J.S.</b> <b>Assistant Registrar of Titles</b>
CHECKED TT		DATE: 07/07/21		

PLAN OF SUBDIVISION  
 PLAN NUMBER  
 PS 838480K



 <p><b>Breese Pitt Dixon Pty Ltd</b>                  1/19 Cato Street                  Hawthorn East Vic 3123                  Ph: 8823 2300 Fax: 8823 2310                  www.bpd.com.au info@bpd.com.au</p>	<p><b>SCALE</b>                  1:1000</p>	 <p>LENGTHS ARE IN METRES</p>	<p><b>REF: 9170/14</b>    <b>VERSION: 6</b></p> <p>Digitally signed by: David John Versteegen, Licensed Surveyor,                  Surveyor's Plan Version (6),                  24/02/2021, SPEAR Ref: S1:54940J</p>	<p><b>ORIGINAL SHEET SIZE A3</b>    <b>SHEET 2</b></p> <p>Digitally signed by:                  Melton City Council,                  05/05/2021,                  SPEAR Ref: S1:54940J</p>
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
PLAN OF SUBDIVISION  
 PLAN NUMBER  
**PS 838480K**



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Digitally signed by: Melton City Council, 05/05/2021, SPEAR Ref: S154940J		

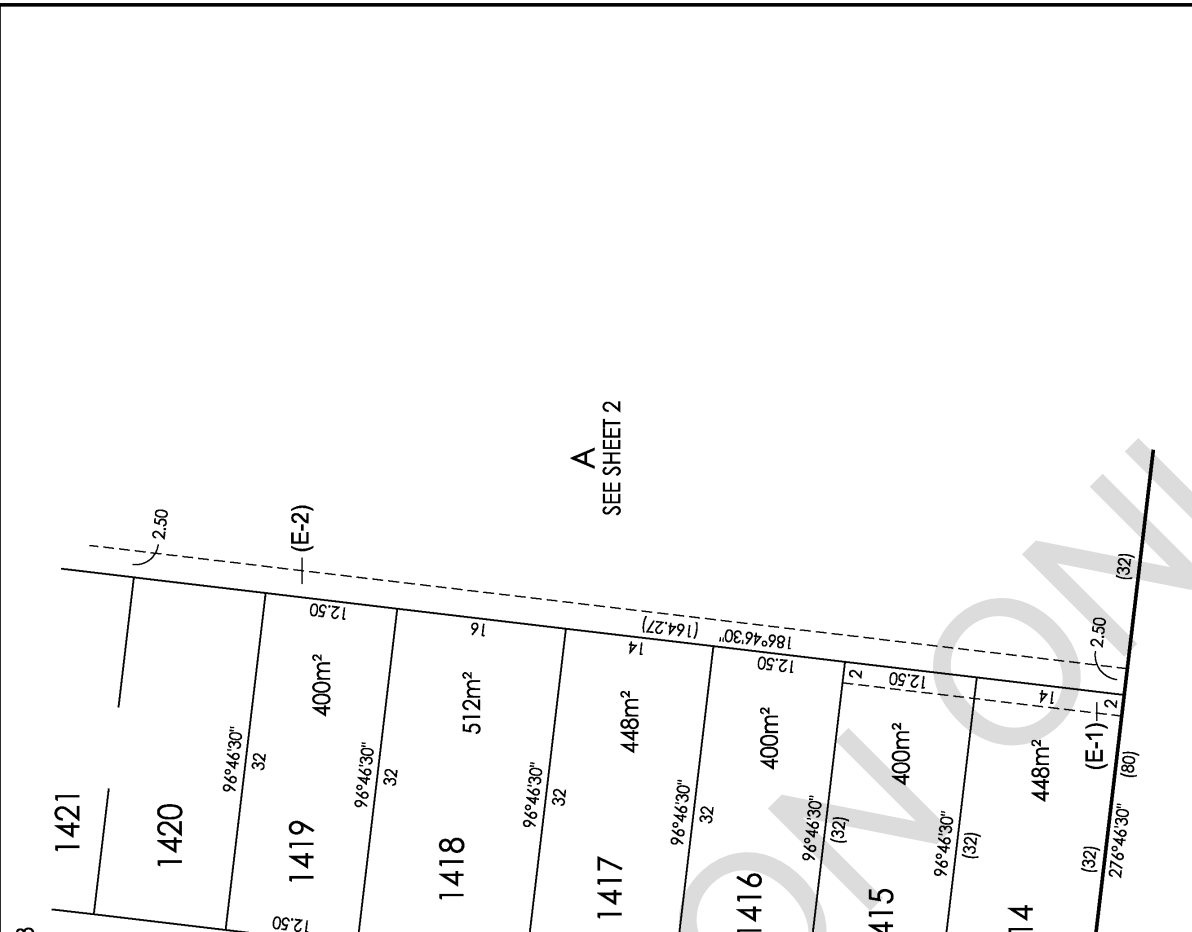
SCALE	1:500
LENGTHS ARE IN METRES	

**Breese Pitt Dixon Pty Ltd**  
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 Hawthorn East Vic 3123  
 Ph: 8823 2300 Fax: 8823 2310  
 www.bpd.com.au info@bpd.com.au

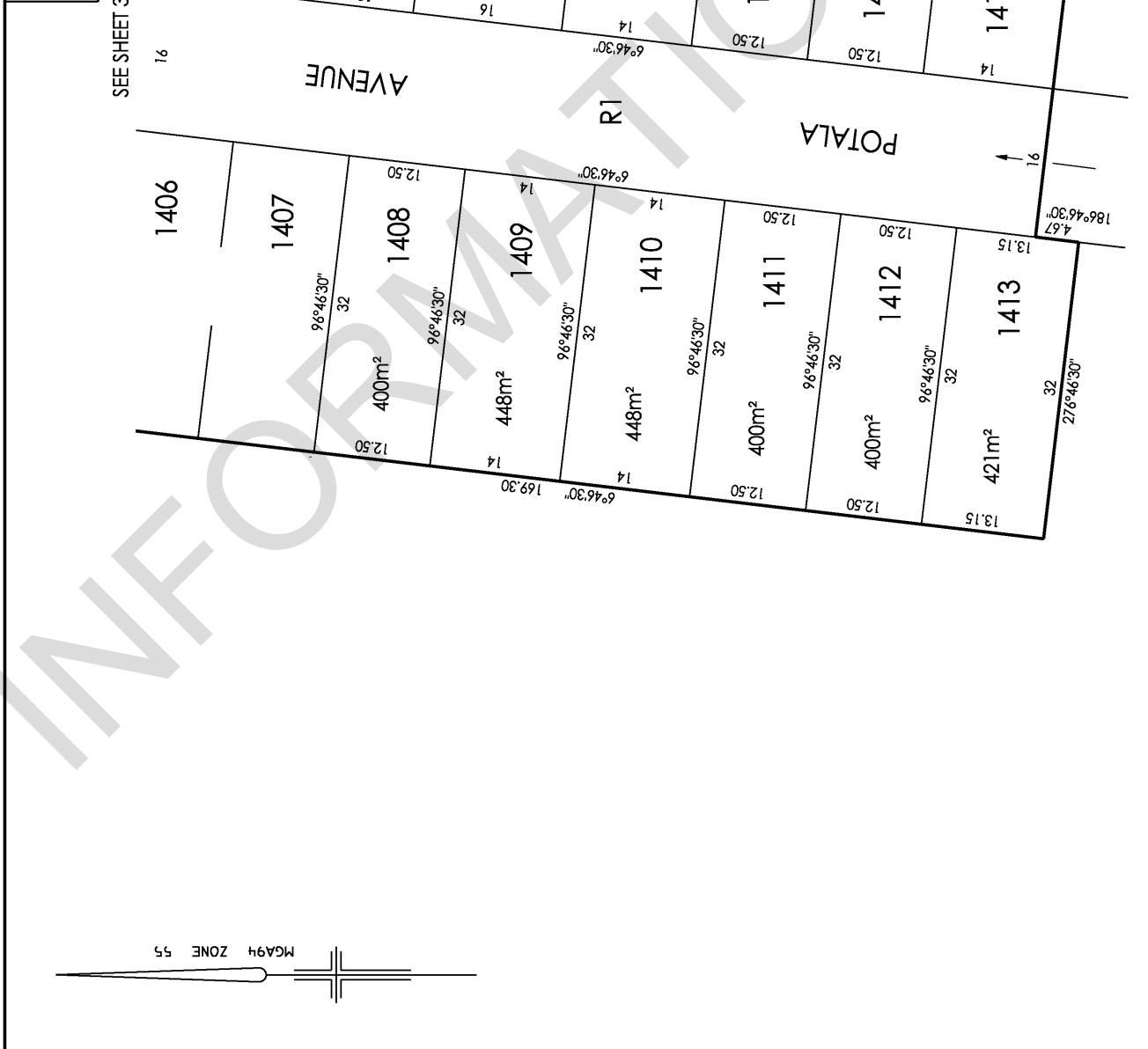


Amended by: David John Versteegen, Licensed Surveyor 04/04/2022.

PLAN OF SUBDIVISION  
 PLAN NUMBER  
 PS 838480K



REF: 9170/14	VERSION: 6	ORIGINAL SHEET SIZE A3	SHEET 4
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Breese Pitt Dixon Pty Ltd  
 1/19 Cato Street  
 Hawthorn East Vic 3123  
 Ph: 8823 2300 Fax: 8823 2310  
 www.bpd.com.au info@bpd.com.au

Amended by: David John Versteegen, Licensed Surveyor 04/04/2022.

PLAN OF SUBDIVISION

PLAN NUMBER  
PS **838480K**

**SUBDIVISION ACT 1988**  
**CREATION OF RESTRICTION**

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

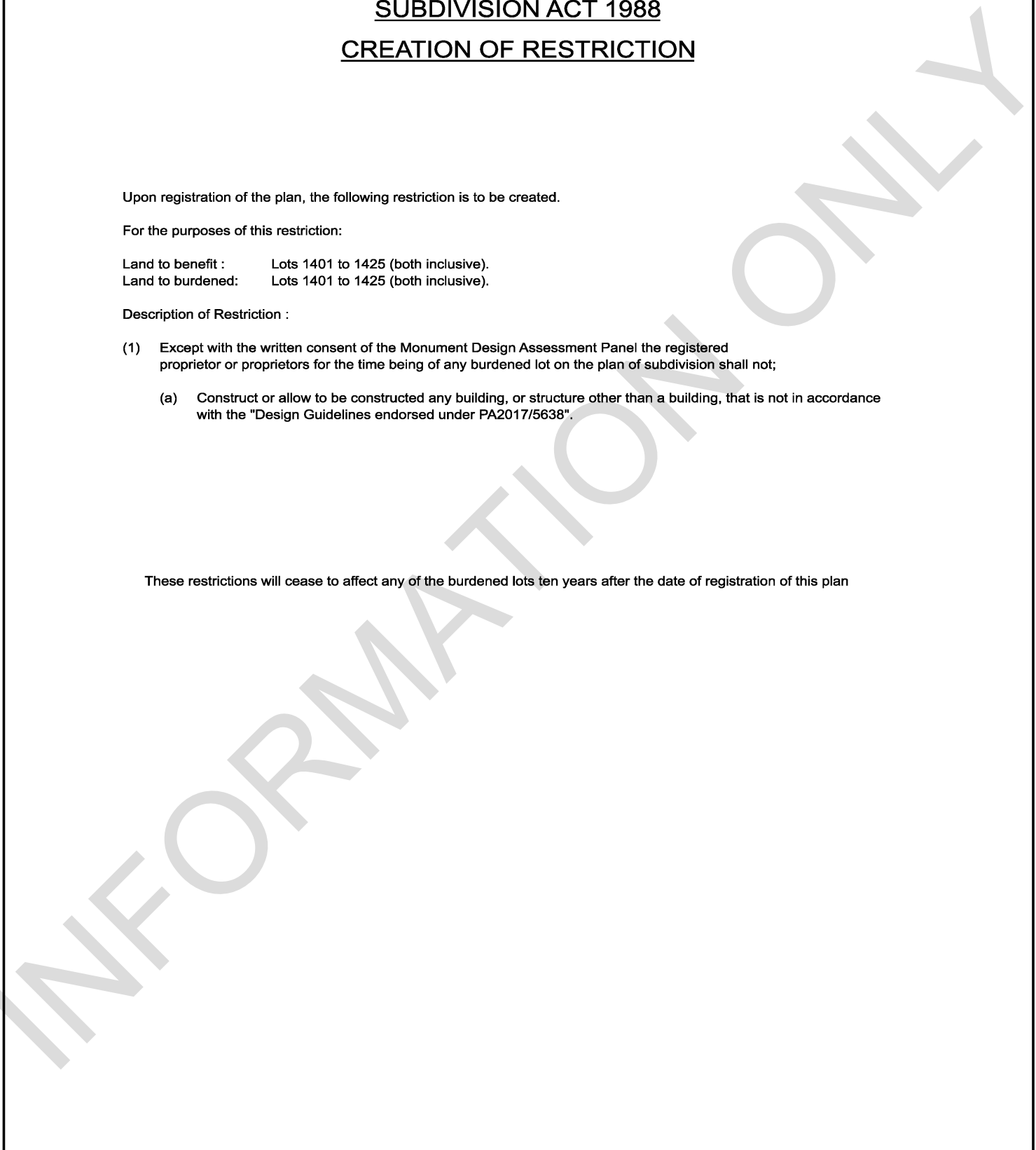
For the purposes of this restriction:


Land to benefit :       Lots 1401 to 1425 (both inclusive).  
Land to burdened:       Lots 1401 to 1425 (both inclusive).

Description of Restriction :

- (1) Except with the written consent of the Monument Design Assessment Panel the registered proprietor or proprietors for the time being of any burdened lot on the plan of subdivision shall not;
  - (a) Construct or allow to be constructed any building, or structure other than a building, that is not in accordance with the "Design Guidelines endorsed under PA2017/5638".

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



 <p><b>Breese Pitt Dixon Pty Ltd</b> 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au</p>	SCALE		ORIGINAL SHEET SIZE A3	SHEET 5
			REF: 9170/14	VERSION: 6
Digitally signed by: David John Versteegen, Licensed Surveyor, Surveyor's Plan Version (6), 24/02/2021, SPEAR Ref: S154940J		Digitally signed by: Melton City Council, 05/05/2021, SPEAR Ref: S154940J		

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 31 July 2025 05:05 PM

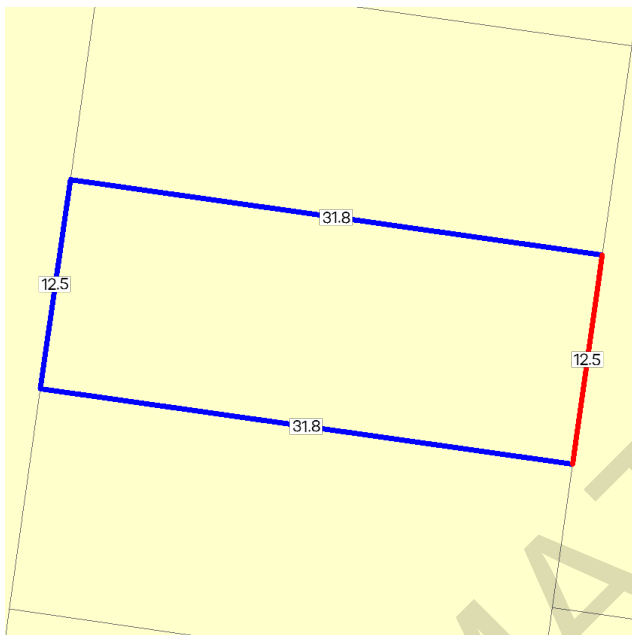
## PROPERTY DETAILS

Address: **5 POTALA AVENUE BONNIE BROOK 3335**  
Lot and Plan Number: **Lot 1412 PS838480**  
Standard Parcel Identifier (SPI): **1412\PS838480**  
Local Government Area (Council): **MELTON**  
Council Property Number: **924159**  
Directory Reference: **Melway 355 F4**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

## SITE DIMENSIONS

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



**Area:** 398 sq. m

**Perimeter:** 89 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **Greater Western Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
Legislative Assembly: **SYDENHAM**

## 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 be found here - [Planning Property Report](#)

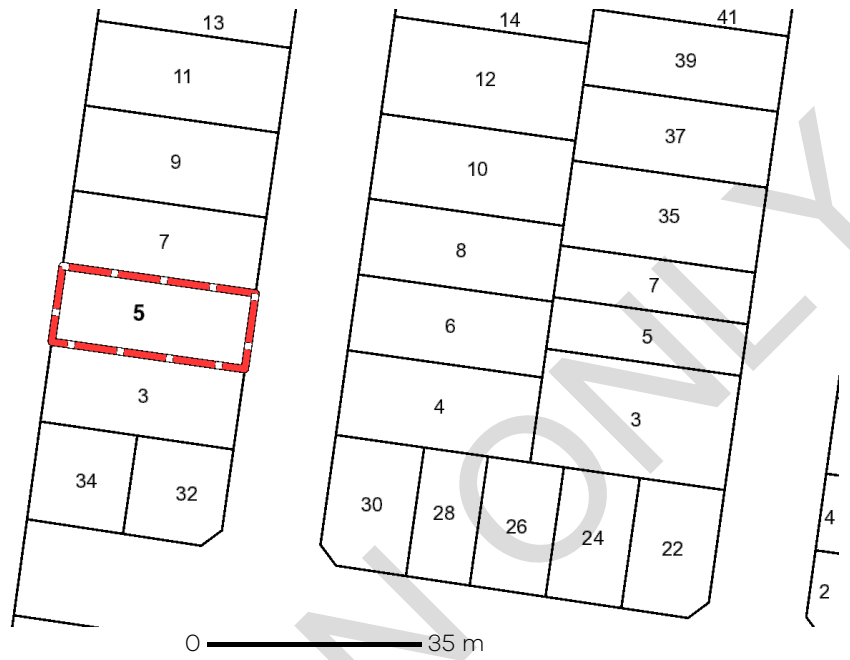
Planning Property Reports can be found via these two links

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

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

## Area Map

585-635



 Selected Property

INFORMATION

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 31 July 2025 05:05 PM

## PROPERTY DETAILS

Address: **5 POTALA AVENUE BONNIE BROOK 3335**  
 Lot and Plan Number: **Lot 1412 PS838480**  
 Standard Parcel Identifier (SPI): **1412\PS838480**  
 Local Government Area (Council): **MELTON**  
 Council Property Number: **924159**  
 Planning Scheme: **Melton**  
 Directory Reference: **Melway 355 F4**

[www.melton.vic.gov.au](http://www.melton.vic.gov.au)

[Planning Scheme - Melton](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Melbourne Water Retailer: **Greater Western Water**  
 Melbourne Water: **Inside drainage boundary**  
 Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**  
 Legislative Assembly: **SYDENHAM**  
**OTHER**  
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**  
 Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

## Note

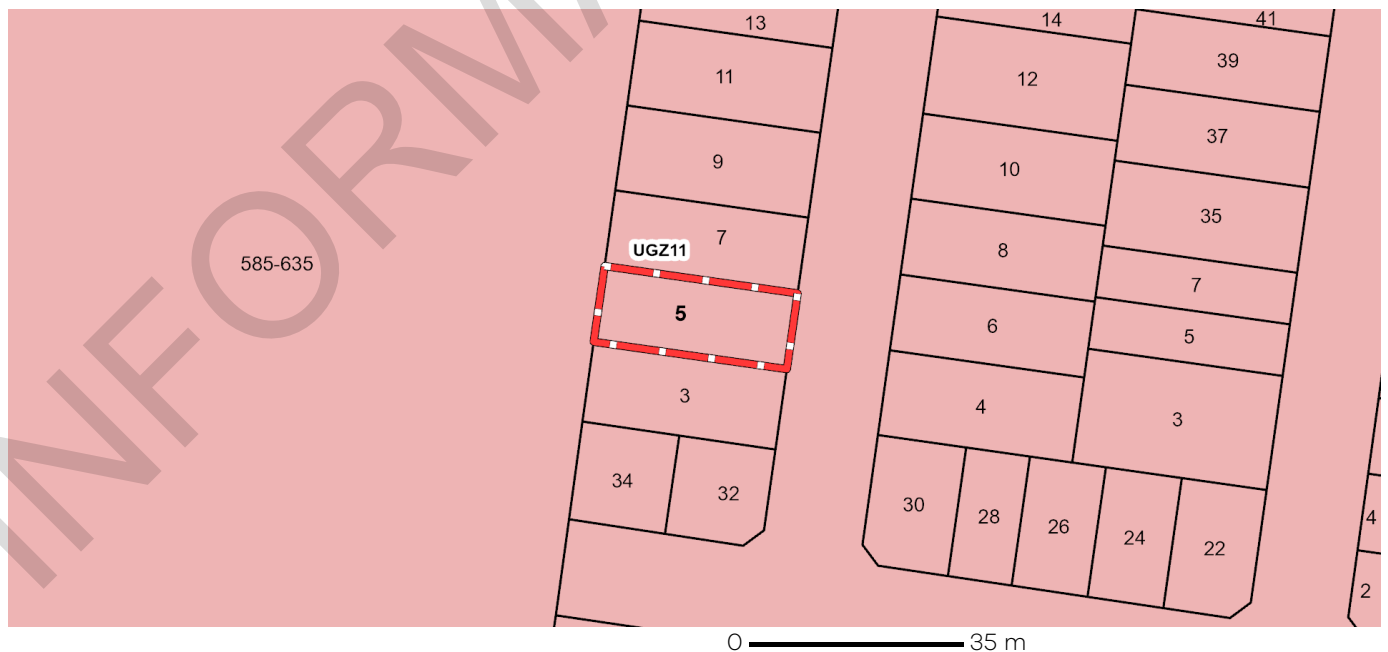
**This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.**

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

## Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 11 \(UGZ11\)](#)



**UGZ - Urban Growth**

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

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

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

## Planning Overlay

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY \(ICO\)](#)

[INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 \(ICO1\)](#)

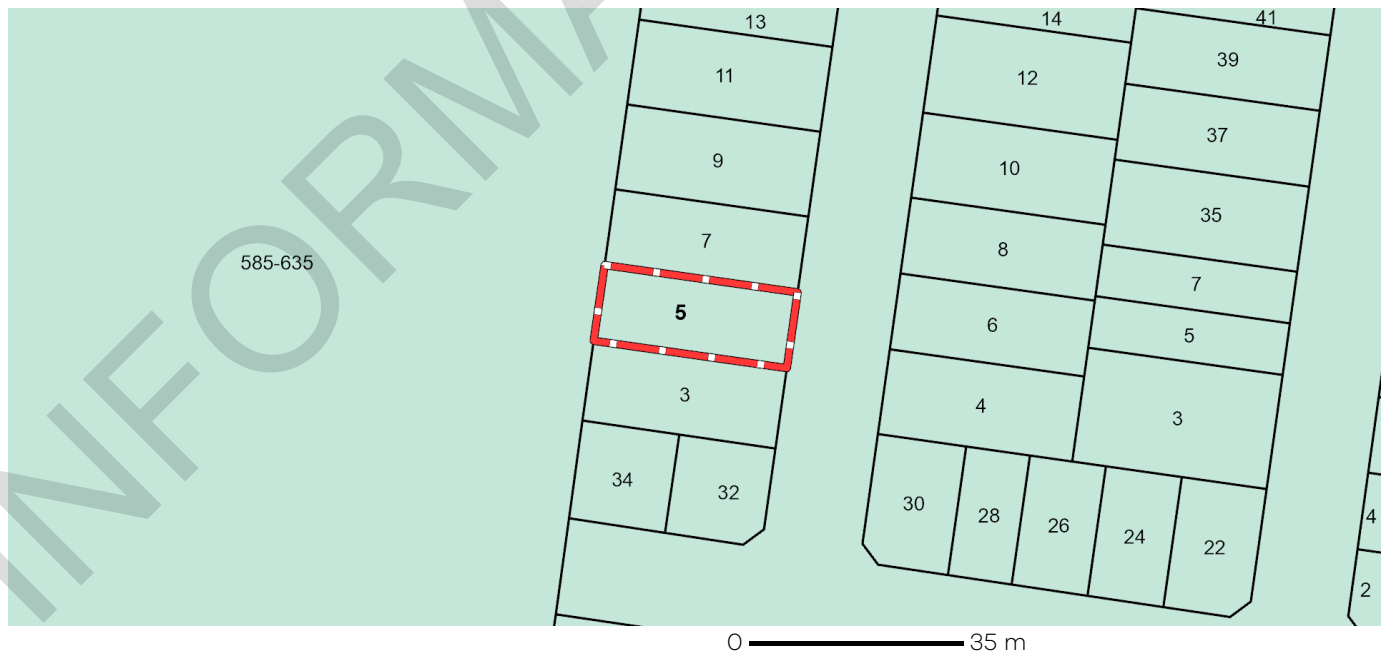


**ICO - Infrastructure Contributions Overlay**

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

## Growth Area Infrastructure Contribution

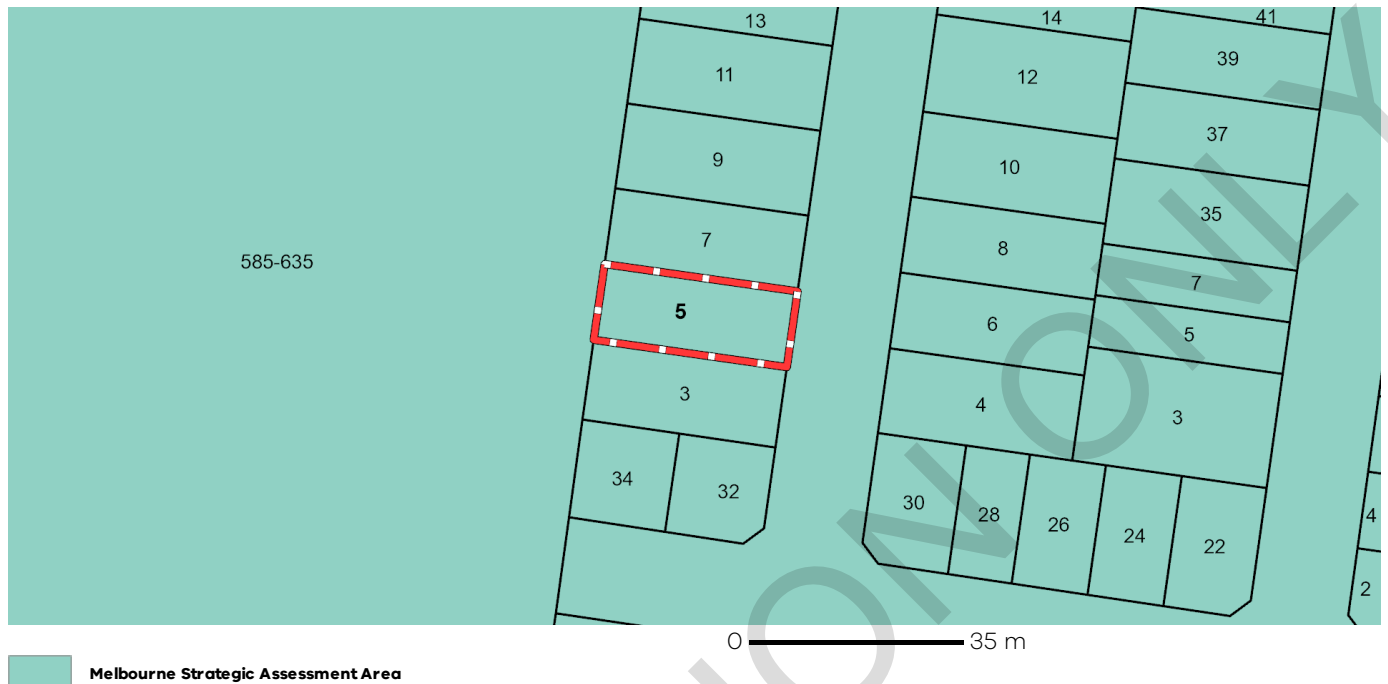
This property is in an area added to the Urban Growth Boundary after 2005.  
It may be subject to the Growth Area Infrastructure Contribution.  
For more information about this contribution go to [Victorian Planning Authority](#)



**Land added to the UGB since 2005**

## Melbourne Strategic Assessment

This property is located within the Melbourne Strategic Assessment program area. Actions associated with urban development are subject to requirements of the Melbourne Strategic Assessment (Environment Mitigation Levy) Act 2020 and the Commonwealth Environment Protection and Biodiversity Conservation Act 1999. Follow the link for more details: <https://mapshare.vic.gov.au/msa/>



## Further Planning Information

Planning scheme data last updated on 24 July 2025.

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

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

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

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

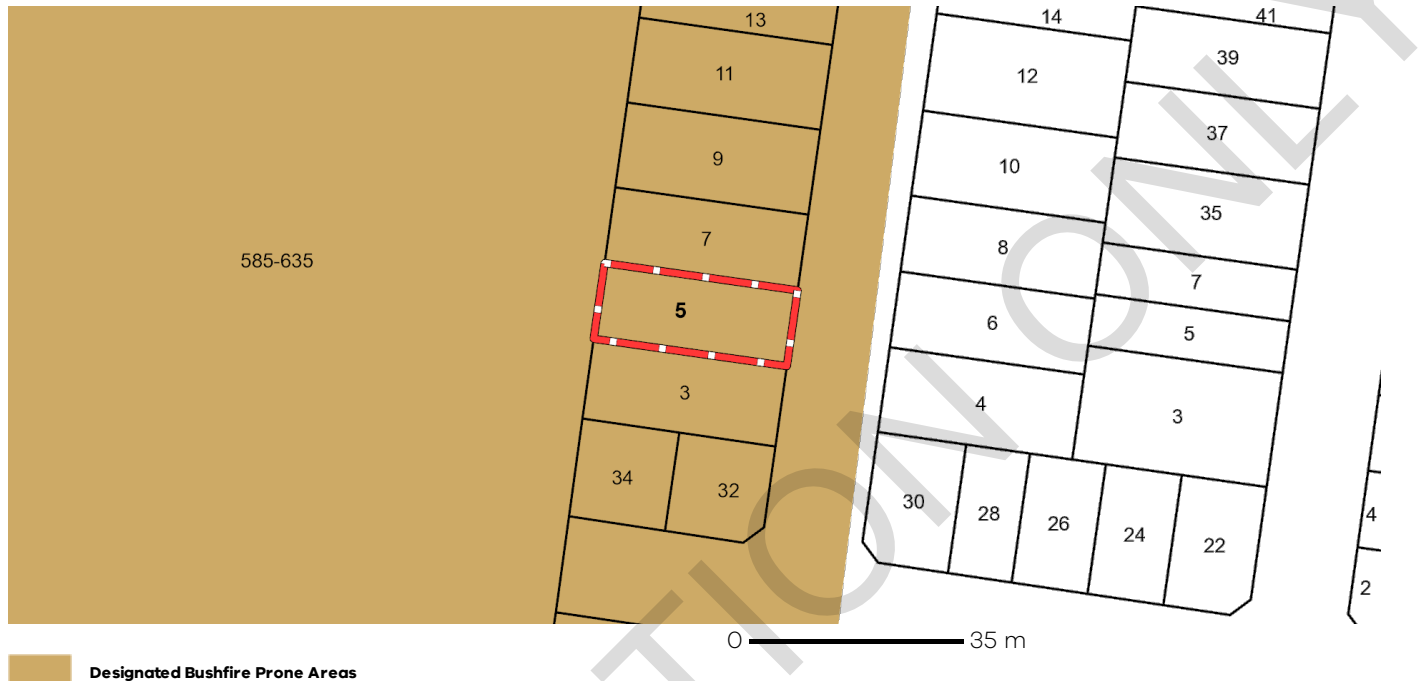
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.**

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

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



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

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

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

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

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

**Opes Building Solutions**

ABN: 93613 578 493

PO BOX 362, GLENROY, VIC, 3046

Tel: (03) 9304 4412

Email: admin@opesbs.com.au

Website: www.opesbs.com.au

Project Number: 20222186

**FORM 2****Building Act 1993**

Building Regulations 2018 - Regulation 37(1)

**Building Permit No. CBS-U 66127/7591848612861****Issue to**Agent of Owner: **Guru Building Group**Postal Address: **Unit 7, 133-143 Elgar Road, DERRIMUT VIC**Email: **[info@gurubuildinggroup.com.au](mailto:info@gurubuildinggroup.com.au)**

Address for serving or giving of documents:

**Unit 7, 133-143 Elgar Road, DERRIMUT VIC**Contact Person: **Inder**Postcode: **3030**Telephone: **0405 402 789**Postcode: **3030**Telephone: **0405 402 789****Ownership Details**Owner: **Jaggi & Sachdeva PTY LTD**Postal Address: **8 Elenour Drive, BONNIE BROOK VIC**Email: **[singhravdip@icloud.com](mailto:singhravdip@icloud.com)**Contact Person: **Jaggi & Sachdeva**Postcode: **3335**Telephone: **0423 962 799****Property Details**Number: **5**Street/Road: **Potala Avenue**Suburb: **Bonnie Brook**Postcode: **3335**Lot/s: **1412**LP/PS: **838480K**Volume: **12367**Folio: **329**CA: **20 (part)**Section No: **18**Parish: **Kororoit**County: **n/a**

Municipal District:

**Melton City Council****Builder**Name: **Persaud's Enterprises PTY LTD**Telephone: **8360 7331**Registration no.: **CDB-U 71477****Domestic Builder - Unlimited**Postal Address: **Unit 42, 22/30 Wallace Avenue, POINT COOK VIC**Postcode: **3030**

This builder is specified under section 24B [4a] of the Building Act 1993 for the building work to be carried out under this permit.

**Building practitioner or architect engaged to prepare documents for this permit**

Name	Category/class	Registration Number
Konstandinos Moutis	Draftsperson - Building Design (Architectural)	DP-AD 515
P.G.M.C. Ariyaratna	Engineer - Civil	PE0003918

**Details of Domestic Building Work Insurance**Name of Builder: **Persaud's Enterprises PTY LTD**Name of Issuer or Provider: **BOVILL RISK & INSURANCE CONSULTANTS PTY LTD**Policy Number: **C717634**Policy cover: **\$323,500.00****Nature of Building Work**

Construction of a New Single Storey Dwelling &amp; Associated Garage

Storeys contains: **1**Version of BCA applicable to permit: **BCA Vol.2 2019**Stage of Building Work Permitted: **Entire - Dwelling & Garage**Cost of Building Work: **\$323,500.00**Total floor area of new building work m<sup>2</sup>: **240**

**BCA Classification**Part of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **10a****Prescribed Reporting Authorities**

The following bodies are Prescribed Reporting Authorities for the purpose of the application for this permit in relation to the matters set out below:

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Melton City Council

**Protection Work**

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

**Inspection Requirements**

The mandatory inspection notification stages are:

1. Bored Piers Inspection
2. Pre-Slab Inspection
3. Slab-Steel Inspection
4. Frame Inspection
5. Final Inspection

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

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

**Commencement and Completion**

This building work must commence by 21 July 2023

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

This building work must be completed by 21 July 2024

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

**Conditions and required Certificates**

This building permit is issued subject to compliance with all the conditions as listed in attached Annexures (Appendix)

**Relevant Building Surveyor**

Name:  
Address:  
Email:  
Building practitioner registration no.:  
Municipal district:

**Opes Permits Pty Ltd**  
**824 Pascoe Vale Road, GLENROY VIC 3046**  
**[admin@opesbs.com.au](mailto:admin@opesbs.com.au)**  
**CBS-U 66127**  
**Melton City Council**

**Designated Building Surveyor**

Name:  
Permit no.:  
Building practitioner registration no.:  
Date of issue of permit:  
Signature:

**Oktay Ozelik**  
**CBS-U 66127/7591848612861**  
**BS-L 72286**  
**21 July 2022**



## Domestic Building Insurance

## Certificate of Insurance

SEEMA RANI BHARDWAJ

7 Blush St  
MICKLEHAM  
VIC 3064

Policy Number:

C709841

Policy Inception Date:

17/06/2022

Builder Account Number:

014434

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

## Policy Schedule Details

Domestic Building Work: C01: New Single Dwelling Construction

At the property: Lot 216 Gaston Crescent BONNIE BROOK VIC 3335 Australia

Carried out by the builder: PERSAUD'S ENTERPRISES PTY LTD

Builder ACN: 093424474

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

For the building owner(s): SEEMA RANI BHARDWAJ

Pursuant to a domestic building contract dated: 29/09/2021

For the contract price of: \$ 275,000.00

Type of Cover: Cover is only provided if PERSAUD'S ENTERPRISES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \*

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

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

## PLEASE CHECK

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

## IMPORTANT

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

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

### Period of Cover

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

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

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

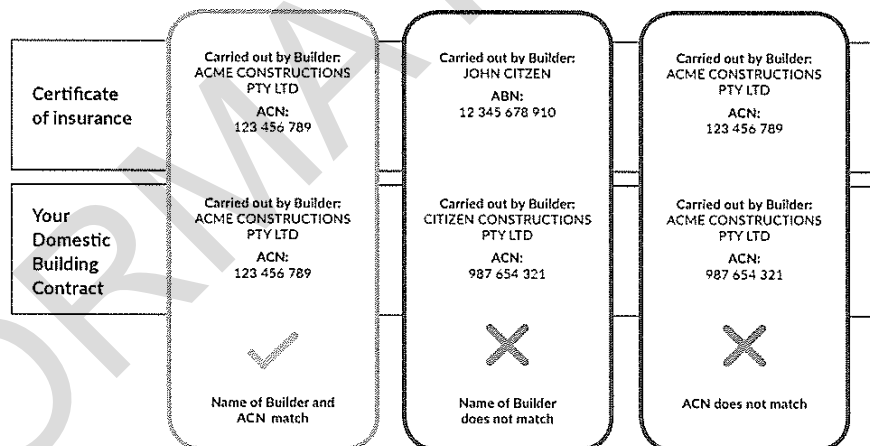
Issued by Victorian Management Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$928.00
GST:	\$92.80
Stamp Duty:	\$102.08
<b>Total:</b>	<b>\$1,122.88</b>

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

*Below are some example of what to look for*



**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018

Occupancy Permit  
Project Number: 20222186

**OCCUPANCY PERMIT**  
**For Building Permit No. CBS-U 66127/7591848612861**

**Property Details**

**Address:** 5 Potala Avenue, Bonnie Brook Vic 3335  
**Lot:** 1412 **LP/PS:** 838480K **Section:** 18  
**CA:** 20 (part) **Volume:** 12367 **Folio:** 329  
**Municipality:** Melton City Council **Parish:** Kororoit **County:** n/a

**Building permit details**

**Building permit number:** CBS-U 66127/7591848612861  
**Version of BCA applicable to building permit:** BCA Vol.2 2019

**Building Details**

**Part of building to which permit applies:** Entire - Dwelling & Associated Garage  
**Permitted Use:** Residential  
**BCA Class of building:** 1a(a), 10a  
**Maximum Permissible Floor Live Load:** Dwelling Floor 1.5 kPa & Roof 0.25 kPa  
Garage Floor 2.5 kPa & Roof 0.25 kPa  
**Storeys contained** 1

**Reporting Authority**

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

Matter Reported On	Regulation	Reporting Authority
Legal Point of Discharge	Regulation 133 (2)	Melton City Council


**Suitability of Occupation**

The building to which this permit applies is suitable for occupation.

**Date of Approved Inspection:**

Bored Piers Inspection 01/09/2022  
Pre-Slab Inspection 12/09/2022  
Slab-Steel Inspection 13/09/2022  
Frame Inspection 05/10/2022  
Final Inspection 10/05/2023

**Relevant Building Surveyor:**

Name: **Oktay Ozelik**  
Address: **824 Pascoe Vale Road, GLENROY VIC 3046**  
Email: [admin@opesbs.com.au](mailto:admin@opesbs.com.au)  
Building practitioner registration no.: **BS-L 72286**  
Municipal district name: **Melton City Council**  
Certificate no.: **CBS-U 66127/7591848612861 - Occupancy Permit**  
Date of issue: **12 May 2023**  
Date of final inspection: **10 May 2023**  
Signature: 

INFORMATION ONLY

# LAND INFORMATION CERTIFICATE

Section 121(1) Local Government Act, 2020.

## Rates and Charges for period 1 July 2025 to 30 June 2026

Issue date: 31/07/2025

Your Reference: 77588197-019-2

Rate updates (03) 9747 7333

Assessment Number: 924159

Certificate No: 135867

### Applicant:

Landata  
DX 250639  
MELBOURNE 3000

### Property Location: 5 Potala Avenue BONNIE BROOK 3335

Title: LOT: 1412 PS: 838480K V/F: 12367/329

Ward: JACKWOOD

AVPCC: 110 Detached Dwelling

Capital Improved Value: \$700,000 Site Value: \$365,000 Net Annual Value: \$35,000

Effective Date: 01/07/2025 Base Date: 01/01/2025

### 1. RATES CHARGES AND OTHER MONIES:

General Rate Date Levied 01/07/2025	\$1,481.06
Municipal Charge Date Levied 01/07/2025	\$189.00
Waste Service C Date Levied 01/07/2025	\$308.00
Residential ESVF Fixed Charge Date Levied 01/07/2025	\$136.00
Residential ESVF Variable Charge Date Levied 01/07/2025	\$121.10
<b>Current Rates Levied:</b>	<b>\$2,235.16</b>
Rate Arrears to 30/06/2025:	\$0.00
Interest to 30/06/2025:	\$0.00
Other Monies:	\$0.00
Less Rebates*:	-\$406.00
Less Payments:	\$0.00
Less Other Adjustments:	\$0.00
<b>Rates &amp; Charges Due:</b>	<b>\$1,829.16</b>
<b>Additional Monies Owed:</b>	
<b>Total Due:</b>	<b>\$1,829.16</b>

**Council strongly recommends that an update be sought prior to settlement for additional payments and interest, as interest accrues daily at 10% p.a.**

Interest will be charged on outstanding amounts after the due dates as set below;

30 September, 30 November, 28 February and 31 May

\*If there is a Rebate amount of -\$406.00 it is a Pension Rebate and should be adjusted for the vendor. Any other Rebate amount please contact Council for adjustments.

This assessment may be subject to sections 173 or 174A of the Local Government Act 1989.

### 2. OTHER INFORMATION:

**A NOTICE OF ACQUISITION MUST BE SENT WITHIN ONE MONTH OF SETTLEMENT (PEXA WILL NOT AUTOMATICALLY SEND THIS TO COUNCILS OR WATER AUTHORITIES)**



A vibrant, safe and liveable  
City accessible to all

Civic Centre  
232 High Street  
Melton VIC 3337

Postal Address  
PO Box 21  
Melton VIC 3337

ABN 22 862 073 889

03 9747 7200  
csu@melton.vic.gov.au  
melton.vic.gov.au  
cityofmelton



Assessment Number: 924159      Certificate Number: 135867

**3. SPECIFIED FLOOD LEVEL:**

The Council does not have a **Specified** flood level for this property. For further information on flooding, if any, can be obtained from Council's Design Services Department. Any other enquiries under the Building Act 1993 & Building Regulations 2018 should be directed to the Melton City Council's Building Section on 9747 7275.

**4. SPECIAL NOTES:**

After the issue of this certificate, Council may be prepared to provide a verbal update of information to the applicant about the matters disclosed in this certificate within 90 days of the date of issue, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

**5. IMPORTANT INFORMATION:**

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a Local Law of the Council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

**6. NOTICE OF ACQUISITIONS:**

Electronic copies of Notice of Acquisitions can be emailed to [revenue@melton.vic.gov.au](mailto:revenue@melton.vic.gov.au)

In accordance with Local Government Act 1989 S231 the failure to comply with the Local Government Regulations 2015 may result in a fine of 10 penalty units.

**7. SETTLEMENT PAYMENT VIA BPAY:**



**Biller code** 747998  
**Reference Number** 924159  
Min payment \$25

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies and interest payable to Melton City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

Authorised Officer

# Property Clearance Certificate

## Land Tax



DIANA TAHA

<b>Your Reference:</b>	LD:77588197-014-7.5 PATALA
<b>Certificate No:</b>	92491029
<b>Issue Date:</b>	30 JUL 2025
<b>Enquiries:</b>	MXS26

**Land Address:** 5 POTALA AVENUE BONNIE BROOK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48984826	1412	838480	12367	329	\$0.00

**Vendor:** JINAN BAIOS IMAD & KEFAA HABEEB BANYAMEEN

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR IMAD JINAN BAIOS SAKARYA	2025	\$350,000	\$0.00	\$0.00

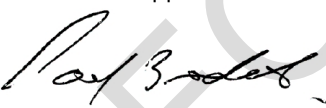
**Comments:** Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$680,000
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SITE VALUE (SV):	\$350,000
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<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$0.00</b>
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# Notes to Certificate - Land Tax

Certificate No: 92491029

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$1,500.00

Taxable Value = \$350,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,800.00

Taxable Value = \$680,000

Calculated as \$680,000 multiplied by 1.000%.

## Land Tax - Payment Options

### BPAY



Billers Code: 5249  
Ref: 92491029

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 92491029

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Commercial and Industrial Property Tax



DIANA TAHA

Your Reference:	LD:77588197-014-7.5 patala
Certificate No:	92491029
Issue Date:	30 JUL 2025
Enquires:	MXS26

**Land Address:** 5 POTALA AVENUE BONNIE BROOK VIC 3335

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48984826	1412	838480	12367	329	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
110	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$680,000
SITE VALUE:	\$350,000
CURRENT CIPT CHARGE:	\$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92491029

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

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

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

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

# Property Clearance Certificate

## Windfall Gains Tax



DIANA TAHA

**Your Reference:** LD:77588197-014-7.5 PATALA

**Certificate No:** 92491029

**Issue Date:** 30 JUL 2025

**Land Address:** 5 POTALA AVENUE BONNIE BROOK VIC 3335

Lot	Plan	Volume	Folio
1412	838480	12367	329

**Vendor:** JINAN BAIOS IMAD & KEFAA HABEEB BANYAMEEN

**Purchaser:** FOR INFORMATION PURPOSES

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

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 92491029

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Windfall gains tax is a first charge on land

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

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

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

## Windfall Gains Tax - Payment Options

### BPAY



Billers Code: 416073  
Ref: 92491026

### Telephone & Internet Banking - BPAY®

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

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

### CARD



Ref: 92491026

### Visa or Mastercard

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

### Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



LANDATA COUNTER SERVICES  
LEVEL 13 697 COLLINS ST  
DOCKLANDS VIC 3008

## Information Statement Certificate

**Reference number**  
77588197-031-4

**Statement number**  
6505917148

**Date of Issue** 29 Jul 2025

**Total amount**

**\$2,043.01**

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

### Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

**Property address** 5 POTALA AVENUE, BONNIE BROOK VIC 3335

**Property number** 7231300000

**Lot on Plan** 1412\PS838480

**Comments**

### Payment options

Greater Western Water ABN 70 066 902 467



**BPAY**  
Biller code: **8789**  
Ref: **59768500008**  
Go to **bpay.com.au**  
@Registered to BPAY  
Pvt Ltd  
ABN 69 079 137 518



**Australia Post**  
Billpay code: **0362**  
Ref: **0597 6850 0008**  
Pay at any post office,  
by phone **13 18 16**, at  
**postbillpay.com.au**, or  
via Auspost app



\*362 059768500008

# Annual Charges

## Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.23	Quarterly	\$0.00	\$0.00
Residential Sewer Service Charge	\$525.83	Quarterly	\$0.00	\$0.00
Parks	\$89.80	Quarterly	\$0.00	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$0.00	\$0.00
<b>Total annual charges</b>	<b>\$964.86</b>		<b>\$0.00</b>	<b>\$0.00</b>

## Other charges and adjustments

Service charges owing for previous financial years	\$975.17
Volumetric charges owing to 23/06/2025	\$102.98
Adjustments	\$0.00
<b>Total charges and adjustment</b>	<b>\$1,076.10</b>

## Outstanding charges

Current balance	\$1,076.10
Plus remainder service charges to be billed	\$966.91

## Total charges

**\$2,043.01**

## Volumetric Charges

Please note the water meter on this property was last read on 23/06/2025. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 23/06/2025 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.84 per day

## Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 131722.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

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Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

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Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

## General Information

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If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - [gww.com.au/information-statements](http://gww.com.au/information-statements). Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



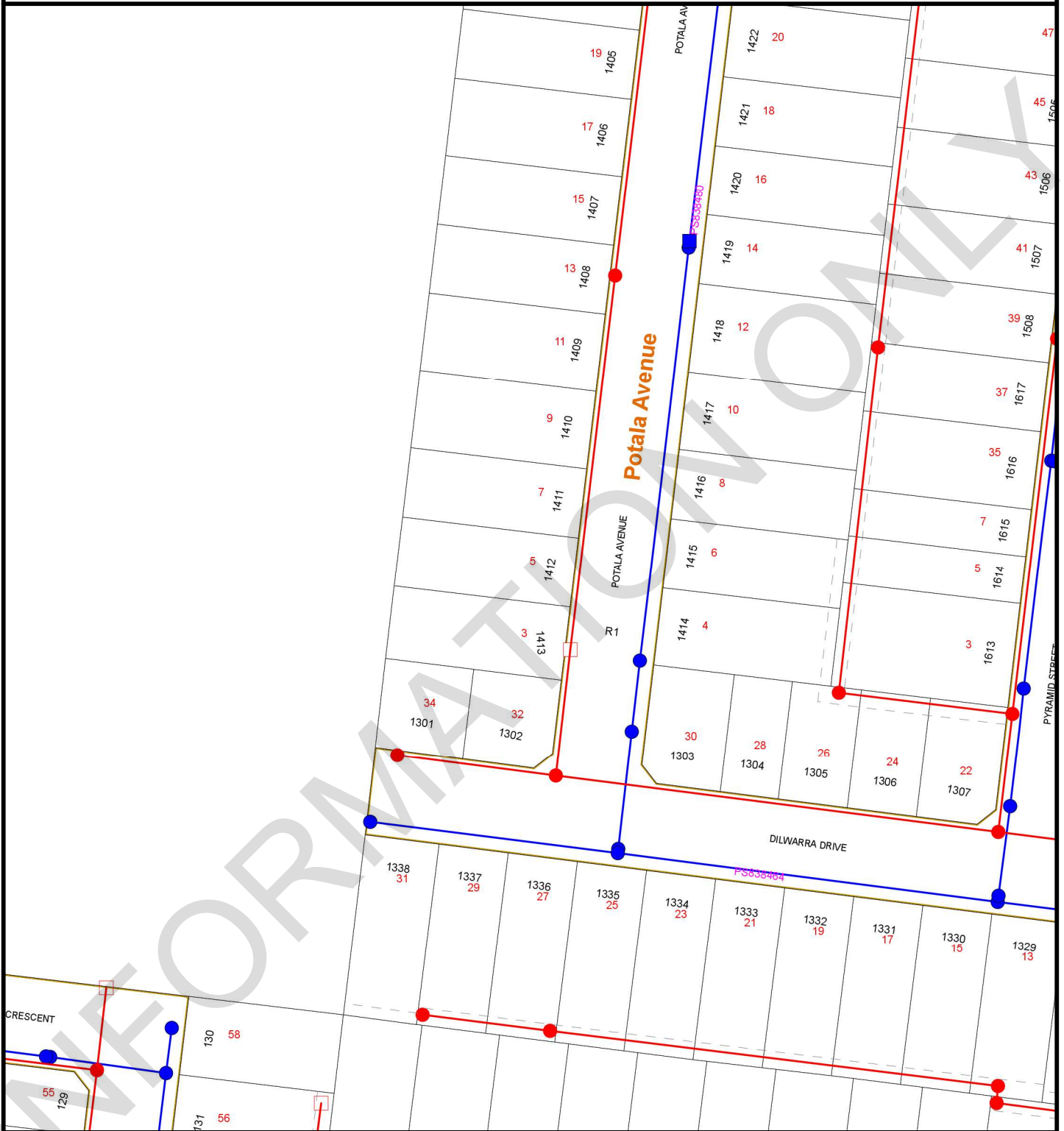
Rohan Charrett

General Manager, Customer Experience

INFORMATION ONLY

# INFORMATION STATEMENT PLOT

Address : **5 POTALA AVENUE BONNIE BROOK VIC 3335**  
 Reference : **PID000031327**



Scale 1:1000  
 Printed on : 29/07/2025

Water Main DOES NOT traverse property  
 Sewer Main DOES NOT traverse property



- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main

- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



Greater Western Water  
 36 Macedon St.  
 Sunbury  
 Locked Bag 350  
 Sunshine  
 VIC 3020  
 Ph: 134 499  
[www.gww.com.au](http://www.gww.com.au)

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## Land boundaries

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

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

## Planning controls

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

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

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

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

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

## Safety

### Is the building safe to live in?

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

## Building permits

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

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

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

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

## Utilities and essential services

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

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

## Buyers' rights

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

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

(04/10/2016)