

DATED

2025

KULTAR SINGH SAINI AND GURJEET KAUR SAINI

to

CONTRACT OF SALE OF LAND

Property: Unit 3 / 25 Gordon Street, Tullamarine VIC

Instant Conveyancing Services

PO Box 1353
LALOR VIC 3075
Tel: (03) 9939 6824
Fax: (03) 9478 7868
Ref: AB:13514

CONTRACT OF SALE OF REAL ESTATE

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Address: UNIT 3 / 25 GORDON STREET, TULLAMARINE VIC 3043

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

The terms of this contract are contained in the:

- Particulars of sale; and
- Special conditions, if any; and
- General conditions.

In that order of priority.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 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 or within 3 clear business days before or after a publicly advertised auction; 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 PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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

Purchasers should ensure that, prior to signing this contract, they have received a copy of the Section 32 Statement required to be given by a vendor under Section 32 of the Sale of Land Act 1962 that is in accordance with Division 2 of Part II of that Act, and a copy of the full terms of this contract.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as an 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 (e.g. 'director', 'attorney under power of attorney').....

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

SIGNED BY THE VENDOR

..... on / /2025

Print name of person signing **Kultar Singh Saini and Gurjeet Kaur Saini**

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney').....

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

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Tel: _____ Fax: _____
 Ref: _____ Email: _____

VENDOR

Kuldar Singh Saini and Gurjeet Kaur Saini
 of: _____

**VENDOR'S CONVEYANCER
OR LEGAL PRACTITIONER****INSTANT CONVEYANCING SERVICES**

of PO Box 1353, Lalor VIC 3075

Tel: (03) 9939 6824

Fax: (03) 9478 7868

Ref: AB: 13514

Email: arun@instantconveyancing.com.au

PURCHASER

of: _____

**PURCHASER'S CONVEYANCER
OR LEGAL PRACTITIONER**

of: _____

Tel: _____

Fax: _____

Ref: _____

Email: _____

PROPERTY ADDRESS

The address of the property is

Unit 3 / 25 Gordon Street, Tullamarine VIC 3043

LAND (General Conditions 3)

The land is –

Described in the table below -

Certificate of parent Title reference		being lot	on proposed plan
Volume 08379	Folio 203	3	PS 920677G
Volume	Folio		

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

All fittings and fixtures of a permanent nature as inspected

(General Condition 2.2(f))

(List or attach a Schedule)

PAYMENT

(General Condition 10)

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

GST (General Condition 13)The price includes GST (if any) unless the words '**plus GST**' appear in this box:If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box**SETTLEMENT**

(General Condition 10)

is due on/...../20.....

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; or

14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision

LEASE

(General Condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1, If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT

(General Condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* then add the words '**terms contract**' in this box, and refer to general condition 23:

LOAN

(General Condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount: \$

Approval date:

BUILDING REPORT

☐ This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser 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. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

PEST REPORT

☐ This condition applies only if the box is checked.

The purchaser may end this contract within 7 days from the day of sale if the purchaser 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. Purchaser gives the vendor a copy of the report and a written notice ending this contract and is not then in default. All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words 'special conditions' appear in this box:

SPECIAL CONDITIONS

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS**TITLE****1. Encumbrances**

- 1.1. The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2. The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3. In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1. The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2. The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3. The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4. The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5. If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6. Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

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

4. Services

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

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 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.
- 8.2 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 8.4, 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.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 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.
- 8.5 Subject to general condition 8.6, 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.
- 8.6 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 8.5 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.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(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.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(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.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 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 8.11.
- 8.13 If settlement is delayed under general condition 8.12 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.
- 8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.
- 8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. 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.

10. Settlement

- 10.1 At settlement:
 - (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

- 11.1 The purchaser must pay the deposit:
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
 - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

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 fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
 - (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
 - (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
 - (d) by email
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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

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

DEFAULT

26. Interest

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

27. Default notice

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

28. Default not remedied

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

SPECIAL CONDITIONS ("SC")

1. INTERPRETATION

- 1.1 "Bank Guarantee" means an unconditional and irrevocable guarantee by a Bank, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 120 days after the expiry of the Registration Period.
- 1.2 "Builder" means a person who is registered as a building practitioner licensed to undertake domestic building works under the Building Act 1993.
- 1.3 "Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.
- 1.4 "Common Property" means areas marked as common property on the plan.
- 1.5 "Deposit Bond" means an unconditional and irrevocable undertaking by a General Insurance Company approved by the vendor, subject to the terms of this Contract and in a form satisfactory to the vendor with an expiry date of at least 120 days after the expiry of the Registration Period.
- 1.6 "Defects Rectification Period" means the period of six months after the registration of the plan or three months after the settlement date whichever is the later.
- 1.7 "General Conditions" means the General Conditions incorporated into the Law Institute of Victoria and Real Estate Institute of Victoria Limited copyright contract 2008 version.
- 1.8 "Land" means the land described in the particulars of sale.
- 1.9 "Major Domestic Building Contract" has the same meaning given to the term in the Domestic Building Contracts Act 1995.
- 1.10 "Occupancy Period" means the period of 48 months commencing on the day of sale.
- 1.11 "Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.
- 1.12 "Particulars of Sale" means the particulars of sale to which these special conditions are attached.
- 1.13 "Plan" means the proposed plan of subdivision referred to in the particulars of sale.
- 1.14 "Planning Consent Date" means the period of 12 months commencing on the day of sale.
- 1.15 "Planning Permit" means the Planning Permit issued for the project.
- 1.16 "Project" means the development of residential apartments and associated facilities on the land generally in accordance with the plans attached to this contract.
- 1.17 "Registration Period" means the period of 48 months commencing on the day of sale.
- 1.18 "Regulations" means the Building Regulations currently in existence as at the date this contract is signed or as subsequently amended.
- 1.19 "Table A" means Table A incorporated into the Seventh Schedule to the Transfer of Land Act 1958.

1.20 "Vendor's costs" means all costs incurred by the vendor in accordance with Special Condition 20 including but not limited to legal Costs architectural engineering and consulting costs.

1.21 "Vendors Statement" means a statement in accordance with Section 32 of the Sale of Land Act 1962 as annexed and incorporated into this contract.

1.22 "Works" means the works described in the plans and specifications annexed hereto-forming part of the project.

1.23 Headings are part of this Contract but are for identification purposes only.

1.24 Where there is more than one person comprising the vendor or purchaser each such person shall be bound hereby jointly and severally.

2. IDENTITY

The purchaser shall not make any requisition or claim any compensation for any alleged misdescription of the property or deficiency in its area or measurements or call upon the vendor to amend title or bear all or any part of the cost of so doing. Condition 3 of Table A shall not apply to this contract.

3. PLANNING SCHEMES

The property is sold subject to any restriction as to use under the planning permit, the plan, the Owners Corporations Regulations, any order plan scheme regulation by law or requirement made by any authority empowered by any legislation to control or restrict the use of land. No such restriction shall constitute a defect in the title of the vendor or affect the validity of this contract and the purchaser shall not make any requisition or objection nor be entitled to claim for any compensation from the vendor in respect of any non-compliance or breach of such matters.

4. ENTIRE AGREEMENT AND NO REPRESENTATIONS

4.1 This contract sets out all the terms and conditions of this sale and any representation or promise or warranty made prior to this contract being executed which is not referred to herein or the vendors statement which may have been made for or on behalf of the vendor is hereby withdrawn and shall not be relied upon by the purchaser.

4.2 The purchaser agrees there is no other agreement or warranty in existence relating to this sale other than the Major Domestic Building Contract referred to in special condition 16.

4.3 The purchaser agrees that he is not relying upon any representation made by or on behalf of the vendor to the purchaser or a representative of the purchaser and that the purchaser is relying upon his own enquiries made before signing this contract.

5. GUARANTEE

Where the purchaser is a corporation not listed on an Australian Stock Exchange the purchaser shall obtain the execution by all the directors of the Corporation contemporaneously with the signing of the contract by or on behalf of the purchaser a guarantee in the form annexed hereto. If the duly executed Guarantee is not delivered to the vendor within the time specified the purchaser shall be in default under this Contract.

6. TIME FOR SETTLEMENT

- 6.1 If there is a requirement under this contract to perform an obligation, in particular but not limited to payment of the Balance on the Settlement Date, that obligation must be performed by no later than 3:30pm on the date such obligation is due to be performed. If such an obligation is such that its failure to be completed gives rise to a default by the party responsible for performing that obligation then the party who fails to perform that obligation by the stated time on the date shall be in default.
- 6.2 If the purchaser is not in default under this contract, the purchaser shall pay to the vendor's representative the sum of \$250.00 for each change to the settlement date made with the vendor's consent, at the purchaser's request.

7. GENERAL CONDITIONS

- 7.1 The parties to the contract agree that if there is any inconsistency between the Special Conditions and the General Conditions of the contract, the Special Condition will prevail and have priority.
- 7.2 The General Conditions are amended as follows:
- i) General Condition 8 is deleted.
 - ii) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
 - iii) General Condition 11.4 (b) is amended by substituting 'by draft' with 'bank'.
 - iv) General Condition 11.6 is amended by substituting 'three bank cheques' with 'five bank cheques'.
 - v) General Condition 15.2 (a) is deleted.
 - vi) General Condition 15.2 (b) is deleted.
 - vii) General Condition 18 is amended to read 'The purchaser and their guarantors may nominate a substitute or additional purchaser, but the named purchaser and their guarantors remain personally liable for the due performance of all the purchaser's obligations under this contract.'
 - viii) General Condition 20 is amended so that the following sentence is inserted at the end of the condition. 'Where the purchaser is a Trust the vendor may require one or more of the Trustees (or the directors of the Trustee proprietary limited company) to personally guarantee the purchaser's performance of the contract.'
 - ix) General Conditions 24.2, 24.4, 24.5 and 24.6 are deleted.
 - x) General Condition 25 is amended to substitute 'A party who breaches this contract must pay to the other party on demand:' with 'A purchaser who breaches this contract must pay to the vendor on demand:'
 - xi) General Condition 26 is deleted.

8. DEFAULT

8.1 The purchaser acknowledges that:

- i) If the purchaser fails to complete the purchase of the Property on the Settlement date under this Contract, the vendor will or may suffer additional losses and expenses; and
- ii) the losses and expenses described in special condition 8.2 are agreed to be reasonably foreseeable and shall be deemed to be "reasonable expenses" for the purposes of General Condition 27.2 (b) (ii) of this Contract.

8.2 The purchaser, in addition to the interest chargeable under this Contract, shall pay or reimburse the vendor on demand for:

- i) interest, charges and other expenses payable by the vendor under any existing mortgage, charge or other like encumbrance over the Property, calculated from the due date for settlement;
- ii) any additional legal costs and expenses occasioned by the default as between solicitor and client on an indemnity basis.
- iii) The purchaser agrees that the reasonable costs of each and every default is the sum of \$440.00 (inclusive of GST) together with a further sum of \$550.00 (inclusive of GST) for each and every Default Notice prepared and served on the purchaser or his representative. The exercise of the vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this Contract or otherwise.

8.3 If the purchaser defaults in payment of any money under this Contract the purchaser shall pay to the vendor interest at the rate being 6 per cent higher than the Rate prescribed from time to time pursuant to Section 2 of the Penalty Interest Rates Act 1983 computed daily on the money overdue during the period of default without prejudice to any other rights of the vendor.

9. DEPOSIT

9.1 The Deposit payable under this contract shall be paid to the vendor's solicitors to be held on trust for the purchaser until registration of the plan.

9.2 The vendor and the purchaser hereby authorise the vendor's solicitors to invest the whole or any part of the Deposit in an Australian Trading Banking Institution but the solicitor need not invest the deposit.

9.3 Any interest that is accrued on the deposit money less investment expenses will be paid to the party entitled to the deposit on the date on which the deposit is released to that party.

9.4 In the event that the purchaser is entitled to the deposit monies, the purchaser is not entitled to any interest on the deposit unless and until the purchaser advises the vendor's conveyancer of the purchaser's tax file number.

10. UNREGISTERED PLAN

The purchaser acknowledges that the land is a Lot on a proposed plan of subdivision which has not been certified by the responsible authority or registered with the Land Titles Office in accordance with the Subdivision Act 1988 as amended.

The vendor shall at its own expenses procure the certification and registration of the plan. If the plan is not registered within the registration period from the date of sale then either party may at any time. After the expiration of that period but before the registration of the plan rescind this contract.

11. ALTERATIONS TO PLAN OF SUBDIVISION

11.1 The vendor reserves the right to make any alterations to the plan which may be required to secure its registration. Subject to the provisions of Sections 9AC and 9AH of the Sale of Land Act the purchaser shall make no objection or requisition or claim any compensation in respect of such amendment of areas boundaries measurements or occupation on the ground that when registered the does not accord with the plan annexed to this contract.

11.2 The purchaser acknowledges that the vendor and/ or owners corporation may, at the recommendation or requirement of a public authority enter into agreements with authorities or the council relating to the plan of subdivision.

11.3 If any requirement imposed for the certification or registration of the plan is in the opinion of the vendor too onerous for the vendor to perform or if registration of the plan is refused other than due to the actions of the vendor then the vendor may rescind this contract.

11.4 The vendor reserve the right to join or consolidate carpark and/ or storage lots (as shown on the proposed plan of subdivision) with principal lots (as shown on the proposed plan of subdivision) to form one lot prior to the registration of the plan of subdivision. The purchaser will not make any objection or requisition on the grounds that any carpark lot or storage lot has been joined or consolidated with the principal lot.

12. NATURAL SURFACE LEVEL OF THE LAND

The vendor hereby discloses to the purchaser that there may be works which affect the natural contours of the land or any land abutting the land specified in the architectural drawings and the plan. If such works exist, they are disclosed in the said architectural drawings annexed to this contract and the plan and they are the only works to the knowledge of the vendor which have been or are to be carried out on the land after the certification of the plan and before the date of this contract or are at the date of this contract being carried out or proposed to be carried out on the land. In particular (if applicable) the vendor discloses the part of the works involving the basement car park as significantly affecting the natural contours of the land.

13. OWNERS CORPORATION

13.1 The purchaser acknowledges that the property is sold subject to the provisions of the Subdivision Act including the lot entitlement, the Owners Corporation regulations, the express and implied easements affecting the land pursuant to that Act and any special rules of the Owners Corporation that may be attached to the vendors statement.

13.2 The amount of any Special Levy made upon the vendor pursuant to any Regulation of the Owners Corporation Act in relation to the liabilities of the Owners Corporation before the Date of Sale shall be borne by the vendor and the amount of any such levy made on the vendor after the date of sale shall be borne by the purchaser and such levy shall not be an apportionable outgoing.

13.3 General Levies pursuant to the Owners Corporation Regulations shall be adjusted as apportionable outgoings.

14. STAMP DUTY

- 14.1 The vendor will provide to the purchaser a statutory declaration as required by the State Revenue Office attributing a portion of the purchase price on which stamp duty is payable.
- 14.2 The purchaser does not rely on any estimate provided to them by the vendor, selling agent or Conveyancer. The vendor does not make any warranty as to the amount of Duty payable pursuant to the Duties Act 2000 upon the sale and the purchaser acknowledges that it shall be liable for all duty payable upon the transfer as assessed by the State Revenue Office and shall not make any claim upon the vendor in relation thereto.

15. THE WORKS

- 15.1 No major variation to the works shall be carried out without the consent of the purchaser which shall be given promptly and reasonably but any minor variations such as the substitution fixtures and fittings of the same or similar quality or design may be approved by the vendor without reference to the purchaser.
- 15.2 If the works have not been completed within the occupancy period then the purchaser may terminate this contract by written notice to the vendor at any time before a certificate of occupancy is issued but otherwise the purchase shall have no right or remedy against the for the failure to complete the works or any delay thereof.
- 15.3 The purchaser shall not delay settlement in accordance with this contract or retain any part of the Balance as an assurance for the vendor to rectify or complete works but shall settle as required by the contract.
- 15.4 The architectural plans enclosed (if any) in this contract are indicative only and may have been reproduced in a smaller size. The purchaser should inspect the large scale of these plans.
- 15.5 The plan of subdivision shall take precedence over the architectural plans.

16. DOMESTIC BUILDING CONTRACTS ACT

- 16.1 The vendor will employ a Builder to complete the works prior to the settlement date pursuant to a Major Domestic Building Contract pursuant to the Domestic Building Contracts Act ("the Act") and the purchaser admits that this is not a Major Domestic Building Contract.
- 16.2 If notwithstanding special condition 16.1 this document is found to be a Major Domestic Building Contract by a competent authority or Court then the purchaser agrees to join with the vendor to alter the terms of this contract so that it complies with the Act and the purchaser shall not claim any compensation or seek to rescind this contract by reason of this contracts non compliance with the Act. Any such variation shall not entitle the purchaser to rescind this contract or delay settlement nor require any variation to the Major Domestic Building Contract entered into between the vendor and the builder.
- 16.3 The vendor will require the builder to make good all defects in the works encompassed by the Major Domestic Building Contract as a result of defective workmanship and or materials if the purchaser notifies such defects to the vendor within the Defects Rectification Period by or on behalf of the responsible authority.

17. CAVEAT

17.1 The purchaser shall not lodge or permit to be lodged any caveat to protect the purchaser's interests before registration of the plan. The purchaser irrevocably appoints the vendor as its attorney to enable the vendor to withdraw such a caveat if it is lodged before registration of the plan.

17.2 The Purchase agrees that such lodgment of a caveat will cause the vendor to suffer damages as a result thereof and indemnifies the vendor for such damages, which shall be added to the balance and payable at settlement.. Any rights under this condition shall not be affected by any rescission of this contract by either party.

18. PURCHASER SHALL NOT HINDER VENDOR AND PROVIDE ACCESS AFTER COMPLETION

18.1 So long as the vendor is the owner of any Lot or a member of the owners corporation or while a Mortgagee or Chargee of the vendor has any interest in the Land then the purchaser agrees not to enforce any Rules of the owners corporation against the vendor where to do so would prevent hinder delay or obstruct or interfere with the timely completion of the works and the project.

18.2 The purchase will not vote at any meeting of the owners corporation to prevent the erection of barriers or signs necessary or desirable to proceed with the works, taking sole and exclusive possession of any part of the common property in order for the vendor to carry out and complete the works and erecting for sale promotional advertising or other signs as the vendor may require on any part of the common property and using all points of entry and egress for the purposes of carrying out the works and also for the purpose of marketing and or promoting other parts of the project and to block such points as may be necessary to carry out and complete the works but so as not to deny the purchaser access after this sale has been completed. This condition shall not merge with the completion of the sale.

19. TITLE

19.1 The property is sold subject to any restrictions (including Section 173 Agreements) imposed before the day of settlement by any authority affecting the use or development of the property. The purchaser acknowledges that any such restriction shall not affect the validity of the contract and does not constitute a defect in the title.

19.2 The purchaser shall accept at settlement a duly executed transfer of land with an order to register endorsed thereon by the vendor and the purchaser shall not delay settlement due merely to the Land Titles Office not issuing the Certificate of Title for the Lot after registration.

20. VARIATIONS BY PURCHASER

20.1 The vendor may at its sole discretion agree to changes proposed by the purchaser to the initial plans and specifications for the works and in such instance the vendor shall deliver a quotation for the changes to the purchaser as soon as practicable. The purchaser shall agree to such costs within seven days of the quotation for the amendments being submitted and upon acceptance the vendor shall prepare and provide new plans and specifications at the cost of the purchaser. The purchaser shall agree to the amended plans and specifications by signing the same and they will then form part of this contract. Should the purchaser not accept the plans then the purchasers' rights to such amendment shall lapse and the original contract shall remain as if this condition did not apply but the purchaser shall still be responsible for the vendor's costs of preparing the new plans and specifications.

20.2 The non-acceptance of the purchaser of the plans in any instance shall not preclude the purchaser from seeking further amendments under this special condition under the same terms.

20.2 Upon acceptance of the plans and specifications then the mended plans shall form part of the contract and both parties and the works shall be governed by the terms of this contract as if the amended plans and specifications were originally prescribed.

20.3 The Purchaser agrees that there will be no reduction in the purchase price of the land notwithstanding any reduction in the cost of construction due to the variations agreed between the parties.

20.4 The purchaser agrees that the vendor is restricted from obtaining further quotations for variations pursuant to its building contract with the builder and consequently the builder does not provide any warranty that the costs of any variation will be fair reasonable or competitive.

20.5 if requested by the vendor the purchaser shall pay to the vendor the vendor's costs pursuant to this condition within 7 days of an invoice being submitted to the purchaser and in default of such payment the purchaser shall be in default under this contract.

21. ACCESS AND POST SETTLEMENT MATTERS

The purchaser acknowledges that:

- i) All lots on the plan may not be sold before settlement.
- ii) The vendor will conduct marketing activities in or about the project which will include among other things the placing of signs and other marketing materials on apartments (except the Lot sold hereby) and the common property within the land comprising the plan after the settlement date.
- iii) The builder may be required or be desirous of carrying out rectification and repair works after settlement date and may need access to the Lot the common property, other Lots and the project to carry out such works.
- iv) The purchaser shall grant the vendor and its servants a right of access for the purposes set out in sub-clauses (b) and (c).
- v) This condition shall be read in aid of Special Condition 18.

22. DEPOSIT BOND ALLOWED

22.1 If the particulars of sale permit the deposit to be payable by a "Deposit Bond" such requirement will only be satisfied by the delivery to the vendor's estate agent or its conveyancer the duly executed original of a bond from a reputable and solvent organisation in all respects approved by the vendor securing the payment of the deposit under this contract to the vendor by the purchaser.

22.2 Such bond shall remain enforceable against the provider of the bond between the date of sale and the date of completion and the terms of the bond shall provide that payment to the vendor pursuant to the bond shall be made within forty eight hours (where the deposit is entitled to be released to the vendor under section 27 of the Sale of Land Act 1962) after the vendor notifies the provider of the bond that the contract has been terminated by the vendor due to the default of the purchaser.

22.3 Where the purchaser is in default under the contract but not yet entitled to the release of the deposit under section 27 of the Sale of Land Act 1962, the vendor shall be permitted to notify the bond provider of the default and inform the bond provider that it will be required to be paid upon entitlement of the release of the deposit moneys to the vendor under Section 27 of the Sale of Land Act 1962.

23. FIRB APPROVAL

23.1 Special Condition 23 applies only if the purchaser is a foreign person within the meaning of the Foreign Acquisitions and Takeovers Regulations.

23.2 The purchaser must complete and submit their application to the FIRB within 5 days of the day of sale and provide a copy of the application to the vendor's representative during this same period.

23.3 The contract will be conditional upon the purchaser obtaining approval from the FIRB within 45 days of the day of sale.

23.4 The purchaser must provide written notification to the vendor's representative within 1 business day of receiving a written outcome from the FIRB.

23.5 The vendor may end this contract if the purchaser does not meet their obligations under Special Condition 23.

24. VENDOR'S RIGHT TO TERMINATE

The vendor may end the Contract by written notice to the purchaser if:

- i) Within 12 months of the day of sale the vendor has not entered in to unconditional sales for 50% or more of the lots in this subdivision.
- ii) Any requirement imposed by an Authority for construction or plan is, in the opinion of the vendor, too onerous for the development to proceed.
- iii) The Planning Permit is not approved by the Planning Consent Date.

25. OUTGOINGS

25.1 All outgoings for the property are to be adjusted as if they have been paid in full by the vendor at settlement. The vendor will be obliged to pay these outgoings when they fall due and it shall not be a requirement of the purchaser that the vendor shall pay these outgoings at any earlier date.

25.2 Where the date of sale is prior to the registration of the plan of subdivision, reimbursement by the purchaser to the vendor for outgoings including council rates, water rates and are to be calculated from the date of the registration of the plan of subdivision rather than the date of settlement.

25.3 Owners Corporation fees (where applicable) will be adjusted from the date of settlement.

26. LATE TRANSFER

The late delivery of the Transfer of Land pursuant to General Condition 6 shall be a default under this contract pursuant to General Condition 27 and a late delivery fee of \$55.00 shall be payable to the vendors representative at settlement.

27. NOMINATION

If the named purchaser chooses to nominate a substitute or additional purchaser the named purchaser shall remain personally liable for the due performance and observance of all the named purchaser's obligations under this contract and it shall be a condition precedent to such nominations that:

- (a) The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.
- (b) If the nominated purchaser or one or more of them is an incorporated body, then the named purchaser shall deliver a personal guarantee to the vendor's representative signed by all the directors of the said incorporated body.
- (c) Execute any other documents required by the vendor's solicitor including a new Contract of Sale.

28. ASSIGNMENT OF RIGHTS

- (a) The vendor may, prior to settlement may assign, charge or mortgage any of its rights, obligations or rights under this contract or all part of the property.

The named purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the vendor's representative.

- (b) Should the vendor require, the purchaser must, within 14 days of receipt, execute and deliver to the vendor's conveyancer a Deed of Novation, prepared by the vendor's solicitor.
- (c) Should the deposit be paid by the purchaser by way of Bank Guarantee, at the vendor's request in writing, the purchaser must provide a replacement Bank Guarantee in favour of the new vendor within 14 days.
- (d) The purchaser hereby irrevocably appoints the vendor and any of its directors as joint and several attorneys to execute the Deed of Novation if the purchaser fails to execute the Deed of Novation within 14 days of being requested to do so by the vendor.
- (e) The purchaser is not entitled to delay settlement, make any claim, enquiry or requisition in respect of any of the matters in this special condition, or rescind this contract as a result of the vendor assigning its rights under this contract.

29. SERVICE CONNECTIONS

The vendor is not obliged to connect services to the property but will ensure the services (as deemed required by the vendor) are available for connection by the purchaser. The purchasers shall reimburse the vendor, as an adjustment in the balance payable at settlement, for any services connected by the vendor to the property prior to settlement.

30. Section 10F of The Sale of Land Act

- (a) This Special Condition 30 only applies if section 10F of the Sale of Land Act is in effect on or before the Day of Sale
- (b) For the purpose of Section 10F of the Sale of Land Act, if the Vendor wishes to rescind this Contract, the Purchaser acknowledges that:
 - (i) The Vendor is required to give notice of a proposed rescission of the contract under the sunset clause
 - (ii) The Purchaser has the right to consent to the proposed rescission but is not obliged to consent.
 - (iii) The Vendor has the right to apply to the Supreme Court for an order permitting the Vendor to recind the contract.
 - (iv) The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

ADDITIONAL SPECIAL CONDITIONS

1. Electronic Conveyancing

Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing ☐ EC National Law and special condition 1 applies, if the box is marked "EC".

1.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.

1.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.

1.3 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.

1.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonable practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

1.5 The vendor must nominate a time of the day for locking of the workspace at least two (2) days before the due date for settlement.

1.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

1.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day; or
- (b) at the option of either party, otherwise than electronically as soon as possible if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 1.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

1.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.

1.9 The purchaser must before settlement:

- (a) ensure the workspace is properly prepared in readiness for settlement and provide notice to the vendor's conveyancer a minimum of two (2) clear business days notice of doing so,
- (b) ensure the workspace is properly completed including all documents required to effect settlement at least forty eight (48) hours prior to date of settlement;
- (c) ensure to provide reasonable and sufficient information and communication to the vendors conveyancer of any expected delay with the scheduled settlement taking place;
- (d) be informed by the vendors conveyancer within seven (7) days prior to the scheduled settlement of the vendor's foreseeable losses anticipated to be incurred as a direct result of the purchasers breach of special conditions 1.9 (a) – (c) and acknowledges the vendor's right to claim such losses and costs as mentioned in Special Condition 14.
- (e) acknowledge that should the purchaser breach special conditions 1.9(a)-(c) they will be liable to compensate the vendors the foreseeable losses claimed as a result of settlement being postponed, cancelled and or delayed.

1.10 The purchaser must, at least seven (7) days before the due date for settlement, provide the original of any document required to be prepared by the purchaser in accordance with General Condition 6.

2 Compliance with Sale of Land Act

The Purchaser hereby acknowledges that prior to signing this Contract and prior to signing any other documents relating to the sale hereby effected the Purchaser received a Statement in writing signed by the Vendor pursuant to Section 32 of the Sale of Land Act 1962 (as amended) in the form included in this Contract of Sale.

3 Jointly and Severally

3.1 If the Purchaser consists of more than one person each of them are jointly and severally bound by this Contract of Sale.

3.2 Unless inconsistent with the context words involving gender include all genders and the neuter and words importing the singular number include the plural and vice versa.

4 Whole Agreement

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

5 Acceptance of Title

General Condition 12.4 is added:

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

6 Adjustments

General Condition 15 is amended by the inclusion of the following clauses:

15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 15, if requested by the Vendors conveyancer.

7 Notices

General Condition 21 is replaced with the following:

21.NOTICES

21.2 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.

21.2 The Purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

21.3 The Purchaser may enter the property to comply with that responsibility where action is required before settlement.

8 Transfer of Land and Duties On Line

The Purchasers representative will ensure the Transfer of Land and Duties On Line are prepared promptly allowing execution by the Vendor(s) at least seven days prior to scheduled settlement. Should the Purchaser fail to do so, the Vendor(s) give notice any delay in settlement will not render the Vendor(s) in default and Purchaser will be in default of the Special Conditions 8 and 1.10 and General Condition 6.

9 Identity of Land

(a). The Purchaser shall not make any requisitions or claim any compensation for any alleged mis-description of the land or deficiency in its area or measurements or any patent or latent defects in the land or call upon the Vendor to amend Title or bear all or any part of the cost of doing so provided that nothing herein shall release the vendor from the Vendor's obligation or affect the right of the purchaser pursuant to Section 9AC of the Sale of Land Act 1962 (as amended).

(b). General Condition 3 of Form 2 shall not apply to this Contract of Sale.

10 Condition of Property and Chattels

- (a). The Purchaser acknowledges that the Purchaser has inspected the Property and Chattels.
- (b). The Purchaser signs this Contract accepting delivery of the Property and Chattels in their present condition and state of repair and with any defects existing at the date hereof.
- (c). The Purchaser agrees that the Vendor is under no liability or obligation to carry out renovations, alterations or improvements at the Property after the date of sale.
- (d). The Purchaser agrees that the Vendor is under no obligation to enhance the property by adding anything so as to benefit the Purchaser and/or the value of the property.
- (e). General Conditions 24.4, 24.5 and 24.6 shall not apply.

11 Representation and Warranty

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

12 Planning

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

13 Default Interest

- (a). Should the Purchaser default in payment of any money due under this Contract, then interest will be charged at an additional four per cent higher than the rate specified in General Condition 26 and paid on demand by the Purchaser to the Vendor upon the money overdue.
- (b). The interest specified in Special Condition 13(a) shall be computed from the due date herein provided for the payment of the said money until such money is paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under General Condition 26 or otherwise.
- (c). The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- (d). The provisions of General Condition 26 shall not apply to this Contract of Sale.

14 Cancellation and Re-Scheduling of Settlement

- (a). The Purchaser, if at fault, will be liable for payment of the Vendors costs associated with cancellation and or re-scheduling of settlement and associated costs of simultaneous settlement which will be known and disclosed within the PEXA workspace, if applicable and deemed as foreseeable losses;
- (b). The Purchaser will be liable for administrative fees being \$300 plus GST per cancellation and or re-scheduling as required and requested of the Vendor's representative to amend, change and alter settlement date and or time.
- (c). The Purchaser acknowledges that should a paper settlement after being arranged be cancelled and/or rescheduled be liable for a settlement re-attendance and re-scheduling fee.

15 Settlement Cheques

The Vendors conveyancer will provide cheque direction as to cheque(s), if any, required for settlement and the Purchaser will not query, question or dispute the number of cheques required to facilitate settlement and the provisions of General Condition 11.6 shall not apply to this Contract of Sale.

16 Nomination

The Named Purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute Purchaser, however, the Named Purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named Purchaser and Nominated Purchaser will be required to produce a Nomination Form duly executed by the parties. Any substitute or additional nominees may incur a fee of \$250 plus GST payable by the purchaser.

17 Director's Guarantee and Warranty

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

18 Foreign Acquisition

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

19 Auction

(a). When the property is offered for sale by public auction the sale is subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

20 Foreign Resident Capital Gains Withholding;

20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the Taxation Administration Act 1953 (Cth) have the same meaning in this special condition unless the context requires otherwise;

20.2 Every vendor under this Contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commission 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.

20.3 This special condition only applies if the purchaser is required to pay the Commission 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 is or will have a market value of \$750,000.00 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the Taxation Administration Act (Cth).

20.4 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.

20.5 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 obligation in the special condition; and
- (b) Ensure that the representative does so.

20.6 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 monies under the control or direction of the representative in accordance with this special 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 special 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.

20.7 The representative is taken to have complied with the obligations in special condition 18.6 if;

- (a) The settlement is conducted through the electronic conveyancing system operated by PEXA or any other electronic conveyancing system agreed by the parties; and

- (b) The amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction;

20.8 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 date of settlement.

20.9 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 of 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.

20.10 The purchaser is responsible for any penalties or interest payable to the Commission on account on late payment of the amount.

21 GST Withholding Payments and Notifications

21.1 In this Special Condition 21.1 terms have the following meanings;

- (a) Commencement Date means 1 July 2018
- (b) Commissioner has the meaning given to that term in the TA Act;
- (c) GST Withholding Amount means the amount, specified in the Vendor Notice, that the Purchaser is required to pay (if any) to the Commissioner under section 14-250 of Schedule 1 of the TA Act;
- (d) Operative Date means 1 July 2020.
- (e) Purchasers Notice means a notice that the Purchaser is required to give under section 16-150(2) of Schedule 1 of the TA Act;
- (f) TA Act means the Taxation Administration Act 1953 (Cth); and
- (g) Vendor Notice means a notice that the vendor is required to give under section 14-255(1) of Schedule 1 of the TA Act.

21.2 If the Day of Sale is before the Commencement Date and Settlement takes place before the Operative Date, the parties agree that the Vendor is not required to provide a Vendor Notice and the Purchaser is not required to provide a Purchaser Notice.

21.3 Subject to Special condition 21.2 the Vendor must serve a Vendor Notice, in accordance with the requirements of section 14-255 of Schedule 1 of the TA Act, to the Purchaser no later than five (5) business days before Settlement Date.

21.4 Subject to Special Condition 21.2 the Purchaser must lodge a Purchaser Notice with the Commission, in accordance with the requirements of section 16-150(2) of Schedule 1 of the TA Act, and provide the Vendor a copy of the Purchaser Notice as lodged at least two (2) business days before the Settlement Date. The Vendor is not required to effect settlement until the Purchaser has provided the Vendor with a copy of the Purchaser Notice if the Purchaser fails to give a copy of the Purchasers Notice in accordance with this special condition. The Purchaser will be deemed to default in payment of the balance from the date settlement is due under this Contract to the date settlement takes place if, pursuant to this special condition 21.4 the Vendor effects settlement after the date settlement is due under the Contract.

21.5 This special condition will not merge on settlement.

22 Release of Security General Condition 8

Notwithstanding General Condition 8.2 the Vendor is not obliged to ensure that the Purchaser receives a release, statement, approval or correction in respect of any personal property that is required by the Personal Property Securities Regulations 2009 to be described in a registration by a serial number and is not described by serial number in the PPSR.

23. Finance Clause

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

23.2 If the Purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the Approval Date, the Purchaser must provide written proof to the Vendor from the potential

lender refusing finance approval to the Purchaser and verifying that the Purchaser has applied for finance in accordance with the Particulars of Sale, failing which the Purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. **A decline letter from a broker will not be accepted.**

GUARANTEE and INDEMNITY

I/We, _____ of _____

and _____ of _____

being the Sole Director / Directors of _____ of _____

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

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

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

this _____ day of _____ 2025

SIGNED by the said _____)

Print Name: _____)

Director (Sign)

in the presence of: _____)

Witness: _____)

Sale of Land Regulations 2005

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
 2. The auctioneer may refuse any bid.
 3. The auctioneer may determine the amount by which the bidding is to be advanced.
 4. The auctioneer may withdraw the property from sale at any time.
 5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
 6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
 7. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.
-

Schedule 5

Regulation 6

Information concerning the conduct of public auctions of land

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

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

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the **Sale of Land Act 1962** or the **Sale of Land Regulations 2005**. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title "LawToday".

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

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

Land	UNIT 3 / 25 GORDON STREET, TULLAMARINE VIC 3043	
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Vendor's name	KULTAR SINGH SAINI	Date
Vendor's signature		26 / 09 / 2025
	 <small>Kultar (Sep 30, 2025 09:07:02 GMT+10)</small>	

Vendor's name	GURJEET KAUR SAINI	Date
Vendor's signature		26 / 09 / 2025
	 <small>Gurjeet (Sep 30, 2025 17:06:55 GMT+10)</small>	

Purchaser's name		Date
Purchaser's signature		/ /
	<hr/>	

Purchaser's name		Date
Purchaser's signature		/ /
	<hr/>	

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$6,000.00

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

\$0.00

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	AVPC 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 or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of 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:

NIL

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:

NIL

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.

6.1 ☒ Owners corporation is active and the certificate will be provided prior to settlement

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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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*.

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:
NIL
- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:
NIL
- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:
NIL

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 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date).

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 1

VOLUME 08379 FOLIO 203

Security no : 124124122664P
Produced 02/05/2025 12:59 PM

LAND DESCRIPTION

Lot 47 on Plan of Subdivision 056107.
PARENT TITLE Volume 07159 Folio 616
Created by instrument B415807 05/11/1962

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KULTAR SINGH SAINI
GURJEET KAUR SAINI both of 86 CURTIN AVE LALOR VIC 3075
AN293325W 18/11/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN293326U 18/11/2016
NATIONAL AUSTRALIA BANK LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AV552134T 21/04/2022

DIAGRAM LOCATION

SEE LP056107 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: 25 GORDON STREET TULLAMARINE VIC 3043

ADMINISTRATIVE NOTICES

NIL

eCT Control 00200Q NATIONAL AUSTRALIA BANK (STATE SECURITIES)
Effective from 18/11/2016

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	LP056107
Number of Pages (excluding this cover sheet)	3
Document Assembled	02/05/2025 12:59

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PLAN OF SUBDIVISION OF
PART OF CROWN PORTION 3
PARISH OF TULLAMARINE
COUNTY OF BOURKE
VOL.7159.FOL.616
Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES

Note: Corners are plotted 8' units shown otherwise
Reference Mark Iron Pipes shown thus 
The land coloured Green is set apart for
Drainage & Sewerage & Municipal Purposes

LP 56107
EDITION 2
PLAN MAY BE LODGED
26/07/1962

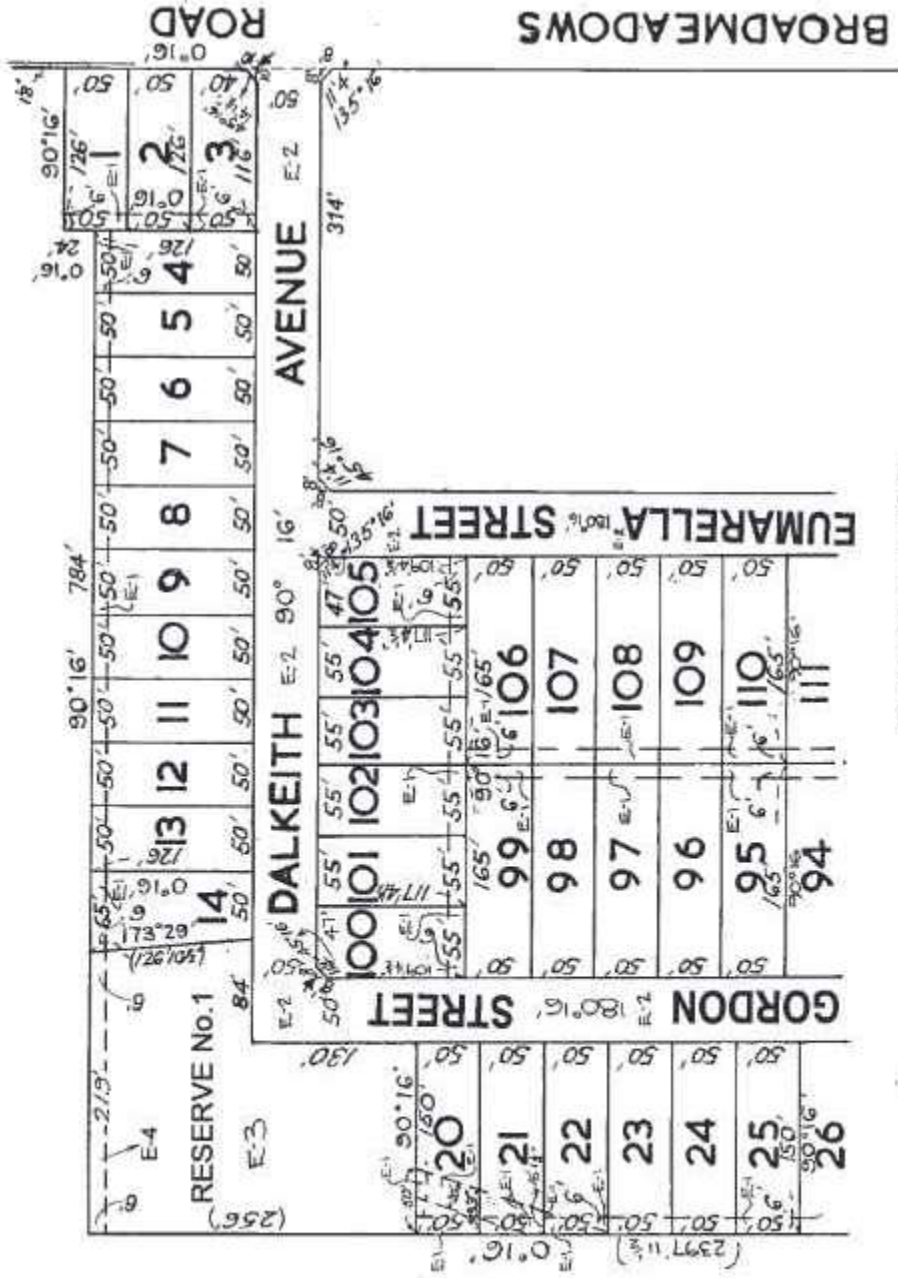
3 SHEETS
SHEET 1

COLOUR CODE
E-1 = BLUE
E-2 = BROWN
E-4 & E-3 = GREEN

APPROPRIATIONS

THE LAND COLOURED BLUE AND
GREEN IS APPROPRIATED OR SET
APART FOR EASEMENTS OF DRAINAGE
AND SEWERAGE
THE LAND COLOURED BROWN IS
APPROPRIATED OR SET APART FOR
EASEMENTS OF WAY AND DRAINAGE
ENCUMBRANCES
AS TO THE LAND MARKED E-4
THE EASEMENT TO THE M.M.B.W.
CREATED BY INST. D895808

LAND	LD.	MODIFICATION	DEALING NUMBER	EDITION	ASSISTANT REGISTRAR OF TITLES
RESERVE No.1	E-4	CREATION OF EASEMENT	D895808	2	A.D.

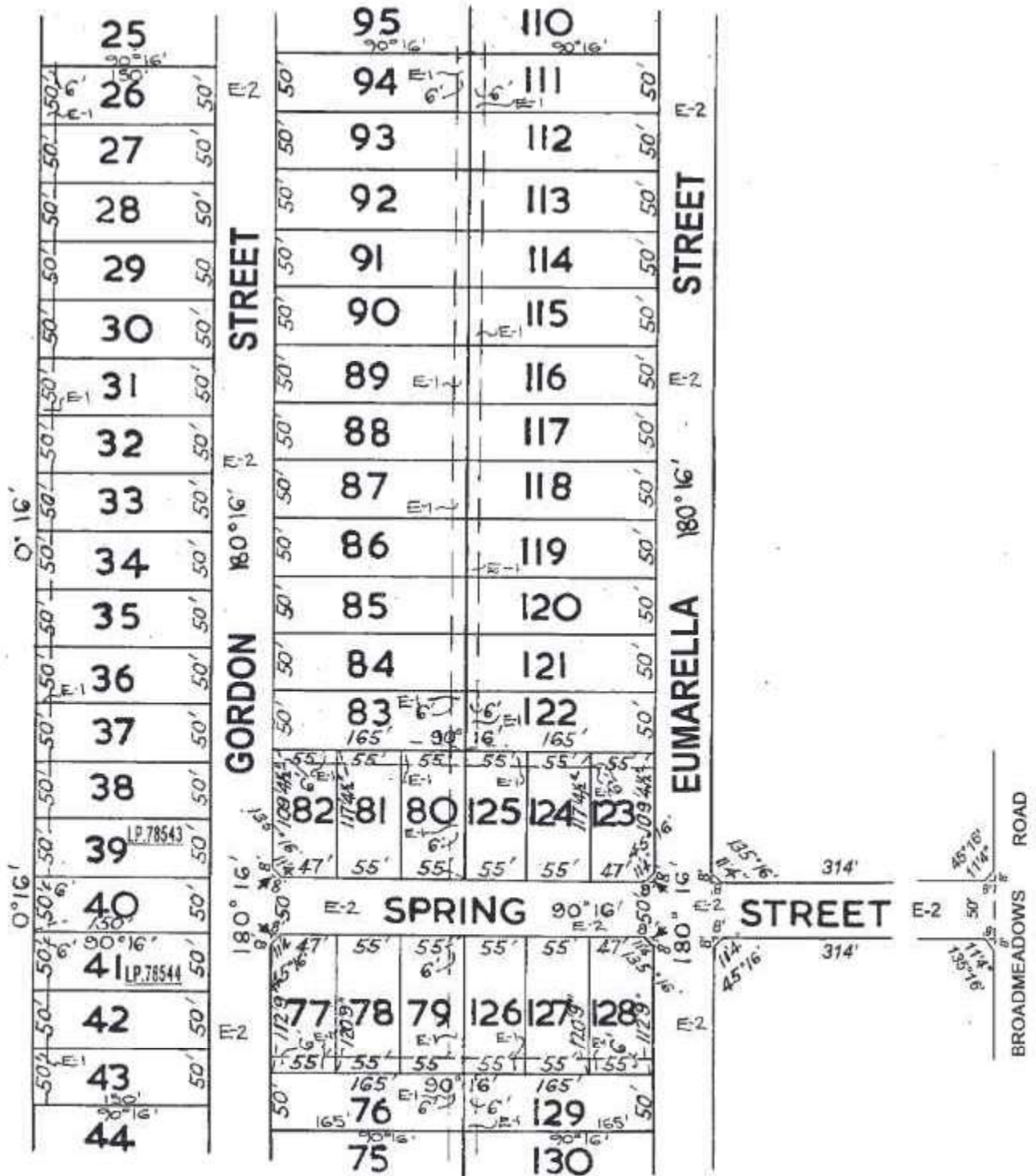


SEE SHEET 2

LP 56107

3 SHEETS
SHEET 2.

SEE SHEET 1

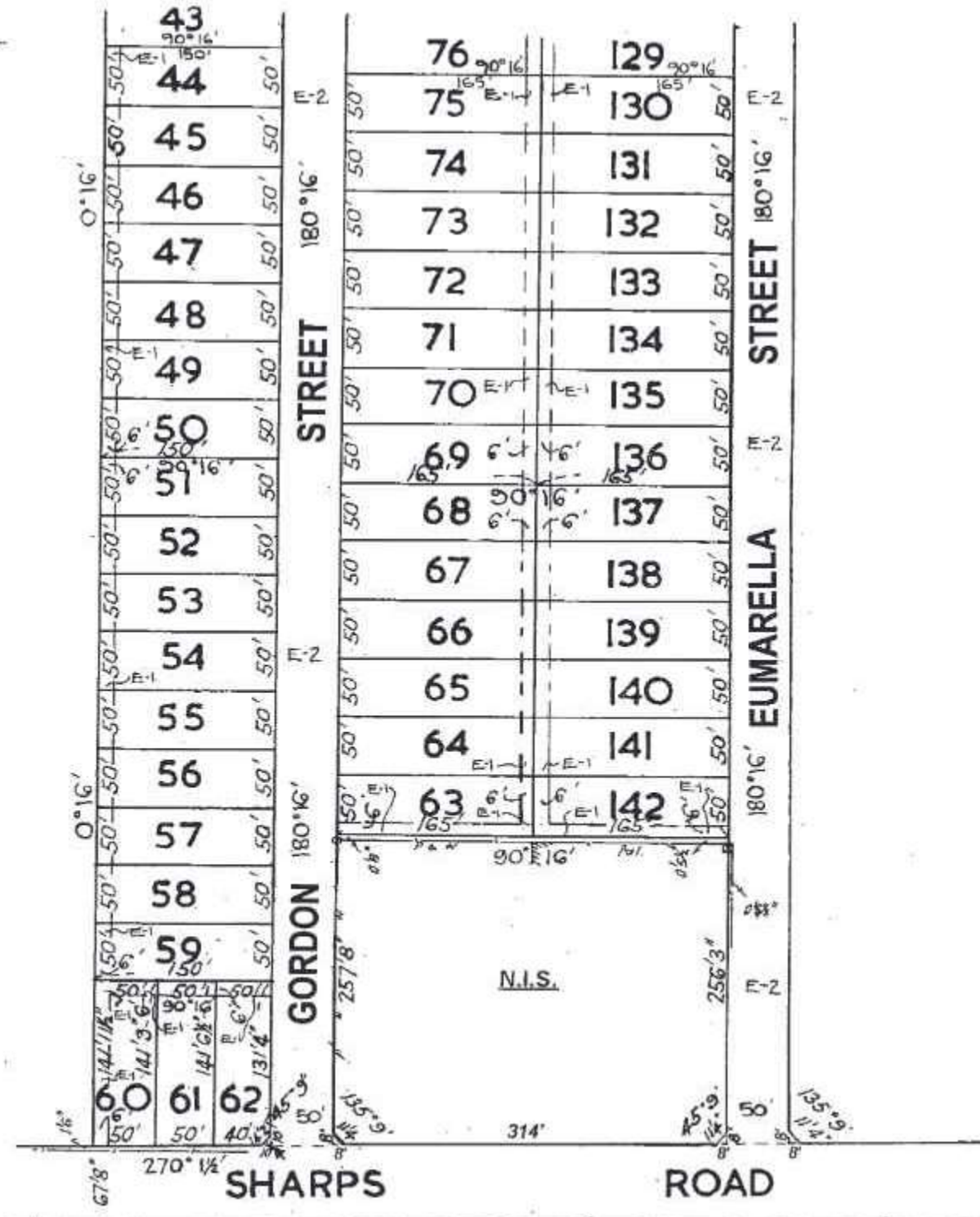


SEE SHEET 3

LP 56107

3 SHEETS
SHEET 3.

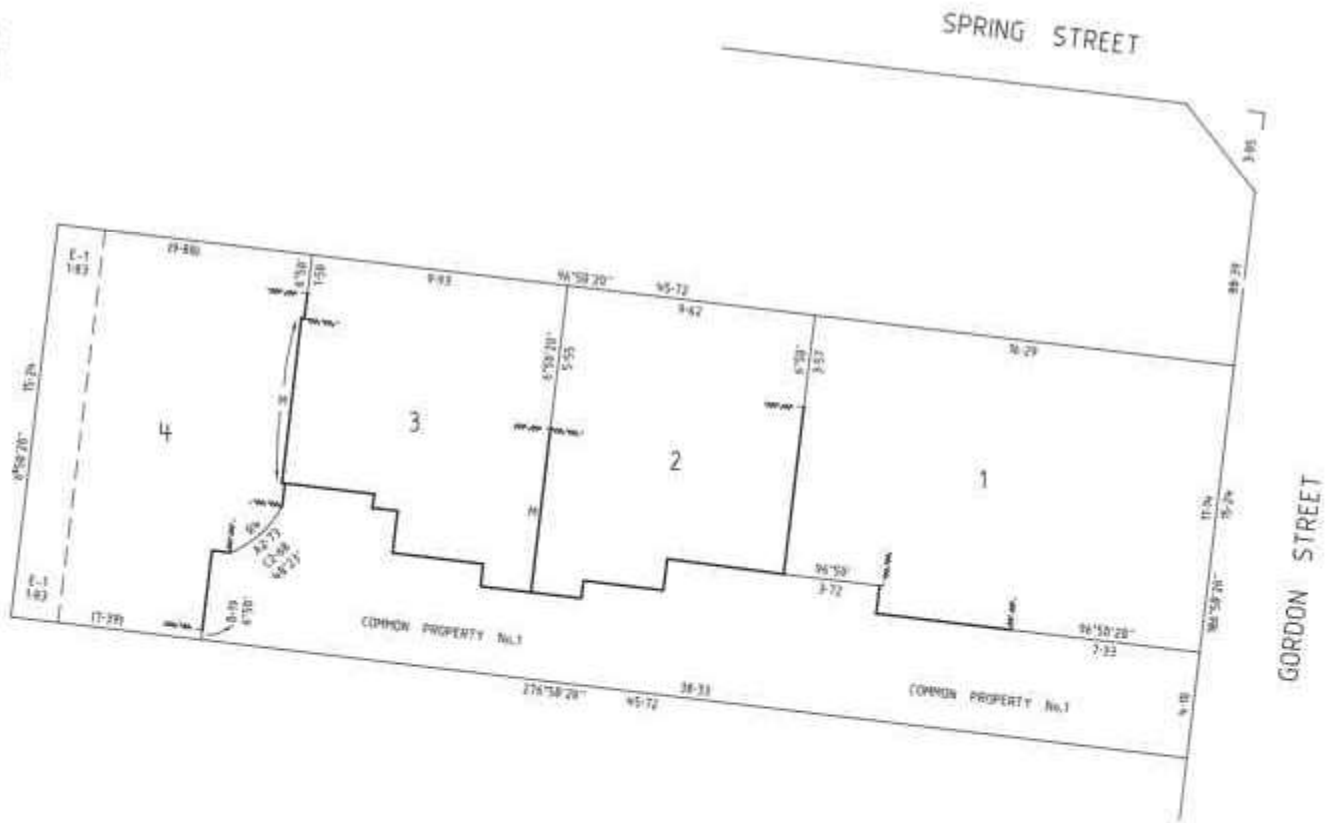
SEE SHEET 2



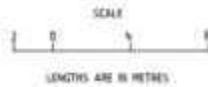
PLAN OF SUBDIVISION				LRS use only EDITION	PS 920677G
<p style="text-align: center;">Location of Land</p> <p>Parish: TULLAMARINE</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: -</p> <p>Crown Portion: 3 (PART)</p> <p>Title Reference: VOL 8379 FOL 203</p> <p>Last Plan Reference: LOT 47 ON LP 56107</p> <p>Postal Address: 25 GORDON STREET tullamarine VIC 3043</p> <p>MGA2020 Co-ordinates (at approx. centre of Plan) E 312 770 N 5 824 730 Zone: 55</p>				<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: HUKE CITY COUNCIL Ref:</p>	
Vesting of Roads and / or Reserves				Notations	
Identifier	Council / Body / Person			<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:</p> <p>MEDIAN : BOUNDARIES MARKED 'M'</p> <p>EXTERIOR FACE : ALL OTHER BOUNDARIES</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p> DENOTES STRUCTURE (NON BOUNDARY)</p>	
NIL	NIL				
Notations					
Depth Limitation DGES NOT APPLY					
<p>Survey</p> <p>This plan is based on survey</p> <p>This survey has been connected to permanent marks (nil) -</p> <p>In Proclaimed Survey Area No, -</p> <p>STAGING This is not a staged subdivision</p> <p>Planning Permit No,</p>					
Easement information					
<p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road)</p>					
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	DRAINAGE AND SEWERAGE DRAINAGE SEWERAGE	SEE DIAG. SEE DIAG. SEE DIAG.	LP 56107 THIS PLAN THIS PLAN	LOTS IN LP 56107 HUKE CITY COUNCIL GREATER WESTERN WATER CORPORATION	
<p>RASAR CONSULTING PTY LTD ABN 84 421 274 042 P. O. Box 8063, Tarnet VIC 3029 Tel : 0426 257 282</p>			<p>REF. 3452 Date 17 / 05 / 24</p> <p>LICENSED SURVEYOR : ROHITESH CHARAN</p> <p>VERSION : A</p>		<p>Original sheet size A3</p> <p>Sheet 1 of 2 sheets</p>

PS 920677G

ZONE 55
M.G.A. 2020



RASAR
CONSULTING PTY LTD
A.B.N. 64 431 274 042
P.O. Box 2563, Taree NSW 2300
Tel : 0426 257 262



SCALE ORIGINAL
1:200 SHEET
A3

REF 3452
LICENCED SURVEYOR : RISHESH CHARAN
VERSION A

Sheet 2

PS920677G

Plan No. PS920677G

Rohitash Charan, Version A



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 02/05/2025 12:59:06 PM

Status	Registered	Dealing Number	AV552134T
Date and Time Lodged	21/04/2022 03:25:34 PM		

Lodger Details

Lodger Code	22888W
Name	MARIPA & CO.
Address	
Lodger Box	
Phone	
Email	
Reference	25 Gordon St Tullama

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

8379/203

Instrument and/or legislation

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

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	HUME CITY COUNCIL
Signer Name	VINCENT MICHEAL MARIPA
Signer Organisation	VINCENT MICHAEL MARIPA
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	21 APRIL 2022

File Notes:

NIL

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	Instrument
Document Identification	AV552134T
Number of Pages (excluding this cover sheet)	2
Document Assembled	02/05/2025 12:59

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THIS AGREEMENT is made the 30th day of March 2022

BETWEEN:

HUME CITY COUNCIL (hereinafter called "the Council")

- AND -

Name/s.	KULTAR SINGH SAINI GURJEET KAUR SAINI
Address.	2/86 CURTIN AVE LALOR VIC 3075

(hereinafter called 'the owners')

WHEREAS:

- A. The owner(s) are entitled to be registered at the Office of Titles as the proprietor(s) of an estate in fee simple in the land described in Certificate of Title as:

Address.	Lot 47 LP 56107 Vol 8379 Fol 203
No.	25 GORDON ST TULLAMARINE VIC 3043

(hereinafter called 'the subject land')

- B. The Council is the Responsible Authority for the enforcement and carrying out of the Hume Planning Scheme (hereinafter called "the Planning Scheme").

- C. The Owners wish to erect a building or other structure over a Council easement on the subject land.

Description of Building.	Carport & Shed constructed over an easement.
---------------------------------	--

- D. The Council has given its consent to the erection of the building on the subject land on the basis that the Owner enter into this agreement with the Council.

- E. The Council and the Owner(s) have agreed that this Agreement is made pursuant to Section 173 of the Planning and Environment Act 1987.

NOW THE OWNER(S) AGREE AS FOLLOWS:

- To permit the Council to enter into and upon the building or other structure and/or the easement for the purpose of inspecting maintaining or repairing any sewer or drain or other works of the Council now laid or which may be hereafter laid by the Council and of constructing any sewer or drain or other works of the Council which may be hereafter laid by the Council.
- To be solely responsible for all injury, loss or damage which may be occasioned to the said building or other structure by reason of or incidental to the carrying out of the inspection construction maintenance or repair of the said sewer or drain or other works or by reason of or incidental to the presence of the said sewer or drain or other works.
- To indemnify the Council against all actions claims suits and demands arising out of or incidental to the erection and/or retention of the said building or other structure over the said sewer drain or other works and/or the said easement.
- To pay to the Council all additional costs incurred by it in inspecting, constructing, maintaining or repairing any drain, drainage asset or other

- works by reason of the said building or other structure having been erected over such sewer or drain or other works and/or the said easement.
5. To pay to the Council all additional costs incurred by it in inspecting, constructing, maintaining or repairing any new drain, new drainage asset or other new works by reason of the said building or other structure having been erected over the said easement.
 6. Not to sell or mortgage land to which this agreement refers without first disclosing the contents of this Agreement to the purchaser or mortgagee.
 7. To ensure that the foundations of the said building or other structure shall be clear of any sewer, drain or other works already in the easement of which may laid in the easement.
 8. To construct the floor in a way that the said sewer or drain or other works will be accessible for repair. In case of a concrete floor, slabs over the sewer or drain or other works are to be not greater than 900 x 900 with caneite or bitumen joints 12mm wide running longitudinally on both sides of the slabs which are directly above the pipe of other works.
 9. To pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation execution and subsequent registration, amendment or cancellation of the memorandum of this Agreement.
 10. The Council and the Owner(s) acknowledge and agree that the obligations imposed upon the Owners hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the said land and by the Owners, the Owners' successors, assignees and transferees, the registered proprietor or proprietors for the time being of the said and every part thereof.
 11. An application shall be made by the Council to the Registrar of Titles for the entry of a memorandum of this Agreement on the said Certificates of Title to the said land.

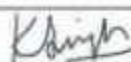

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first hereinbefore mentioned.

Signed by and on behalf, and with the authority, of the Hume City Council by Peter Jolly, Municipal Building Surveyor, in the exercise of a power conferred by an Instrument of Delegation:

)
)
)
)
)
)


Peter Jolly, MBS

SIGNED by the said

KULTAR SINGH SAINI	Signature: 
GURJEET KAUR SAINI	Signature: 

In the presence of:



Signature: _____

Date: _____

30/03/2022

PROPERTY REPORT



Energy
Environment
and Climate Action

From www.land.vic.gov.au at 02 May 2025 09:02 PM

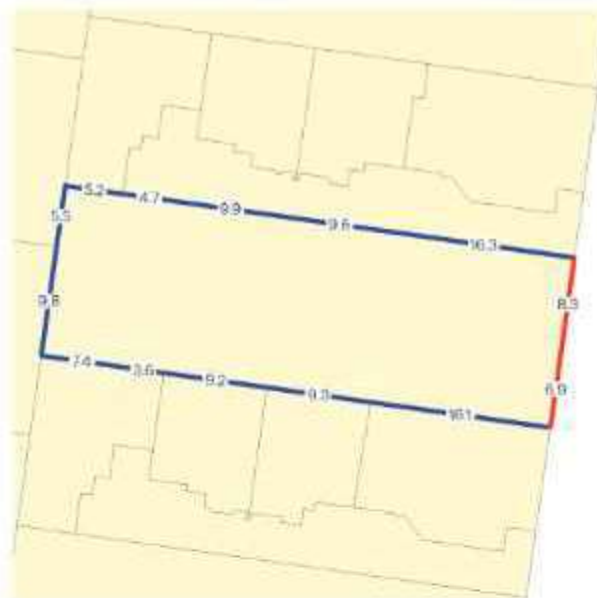
PROPERTY DETAILS

Address: **25 GORDON STREET TULLAMARINE 3043**
Lot and Plan Number: **Lot 47 LP56107**
Standard Parcel Identifier (SPI): **47\LP56107**
Local Government Area (Council): **HUME**
Council Property Number: **500945**
Directory Reference: **Melway 15 H2**

www.hume.vic.gov.au

SITE DIMENSIONS

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



Area: 696 sq m

Perimeter: 122 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: **JEMENA**

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

32.08
31/03/2025
VC267

GENERAL RESIDENTIAL ZONE

Shown on the planning scheme map as **GRZ**, **R1Z**, **R2Z** or **R3Z** with a number (if shown).

Purpose

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

To encourage development that is responsive to the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

32.08-1
27/03/2017
VC110

Neighbourhood character objectives

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

32.08-2
14/01/2025
VC237

Table of uses

Section 1 - Permit not required

Use	Condition
Automated collection point	Must meet the requirements of Clause 52.13-3 and 52.13-5. The gross floor area of all buildings must not exceed 50 square metres.
Bed and breakfast	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
Community care accommodation	Must meet the requirements of Clause 52.22-2.
Domestic animal husbandry (other than Domestic animal boarding)	Must be no more than 2 animals.
Dwelling (other than Bed and breakfast)	
Home based business	
Informal outdoor recreation	
Medical centre	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under Clause 52.06-3. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.

HUME PLANNING SCHEME

Use	Condition
Place of worship	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Racing dog husbandry	Must be no more than 2 animals.
Railway	
Residential aged care facility	
Rooming house	Must meet the requirements of Clause 52.23-2.
Small second dwelling	Must be no more than one dwelling existing on the lot. Must be the only small second dwelling on the lot. Reticulated natural gas must not be supplied to the building, or part of a building, used for the small second dwelling.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

Section 2 - Permit required

Use	Condition
Accommodation (other than Community care accommodation, Dwelling, Residential aged care facility, Rooming house and Small second dwelling)	
Agriculture (other than Animal production, Animal training, Apiculture, Domestic animal husbandry, Horse husbandry and Racing dog husbandry)	
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience restaurant	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Convenience shop	
Domestic animal husbandry (other than Domestic animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.

Use	Condition
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Grazing animal production	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Office (other than Medical centre)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Place of assembly (other than Amusement parlour, Carnival, Cinema based entertainment facility, Circus, Nightclub and Place of worship)	
Plant nursery	
Retail premises (other than Convenience shop, Food and drink premises, Market and Plant nursery)	The use must be associated with a use or development to which clause 53.23 (Significant residential development with affordable housing) applies.
Service station	<p>The site must either:</p> <ul style="list-style-type: none"> ▪ Adjoin a commercial zone or industrial zone. ▪ Adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3. <p>The site must not exceed either:</p> <ul style="list-style-type: none"> ▪ 3000 square metres. ▪ 3600 square metres if it adjoins on two boundaries a road in a Transport Zone 2 or a Transport Zone 3.
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Transport Zone 2 or a Transport Zone 3.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

Section 3 – Prohibited

Use
Amusement parlour
Animal production (other than Grazing animal production)
Animal training
Cinema based entertainment facility
Domestic animal boarding
Extractive industry
Horse husbandry
Industry (other than Automated collection point and Car wash)
Motor racing track
Nightclub
Saleyard
Small second dwelling – if the Section 1 condition is not met
Transport terminal
Warehouse (other than Store)

32.08-3
14/12/2023
VC253

Subdivision**Permit requirement**

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.

- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

A permit must not be granted which would allow a separate lot to be created for land containing a small second dwelling.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
Subdivide land to realign the common boundary between 2 lots where: <ul style="list-style-type: none"> ▪ The area of either lot is reduced by less than 15 percent. ▪ The general direction of the common boundary does not change. 	Clause 59.01
Subdivide land into lots each containing an existing building or car parking space where: <ul style="list-style-type: none"> ▪ The buildings or car parking spaces have been constructed in accordance with the provisions of this scheme or a permit issued under this scheme. ▪ An occupancy permit or a certificate of final inspection has been issued under the Building Regulations in relation to the buildings within 5 years prior to the application for a permit for subdivision. 	Clause 59.02
Subdivide land into 2 lots if: <ul style="list-style-type: none"> ▪ The construction of a building or the construction or carrying out of works on the land: <ul style="list-style-type: none"> – Has been approved under this scheme or by a permit issued under this scheme and the permit has not expired. – Has started lawfully. ▪ The subdivision does not create a vacant lot. 	Clause 59.02

32.08-4
14/12/2023
VC253

Construction or extension of a dwelling, small second dwelling or residential building

Minimum garden area requirement

An application to construct or extend a dwelling, small second dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling, small second dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling, small second dwelling or residential building on a lot if:
 - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
 - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

32.08-5
14/12/2023
VC253

Construction and extension of one dwelling on a lot

Permit requirement

A permit is required to construct or extend one dwelling on a lot less than 300 square metres.

A permit is required to construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres and the fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

No permit required

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ A3 Street setback. ▪ A10 Side and rear setbacks. ▪ A11 Walls on boundaries. ▪ A12 Daylight to existing windows. ▪ A13 North-facing windows. ▪ A14 Overshadowing open space. ▪ A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	Clause 59.14
Construct or extend a front fence within 3 metres of a street if the fence is associated with one dwelling on a lot less than 300 square metres.	Clause 59.03

32.08-6
14/12/2023
VC253

Construction and extension of a small second dwelling on a lot**Permit requirement**

A permit is required to construct or extend a small second dwelling on a lot of less than 300 square metres.

A development must meet the requirements of Clause 54.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct or extend a small second dwelling on a lot less than 300 square metres if the development meets the requirements in the following standards of Clause 54:</p> <ul style="list-style-type: none"> ▪ A3 Street setback. ▪ A9 Building setback. ▪ A9.1 Safety and accessibility. ▪ A10 Side and rear setbacks. 	Clause 59.14

Class of application**Information requirements and decision guidelines**

- A11 Walls on boundaries.
- A12 Daylight to existing windows.
- A13 North-facing windows.
- A14 Overshadowing open space.
- A15 Overlooking.

For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.

If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.

32.08-7
31/03/2025
VC267

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

Permit requirement

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.02-8.

A development must meet the requirements of Clause 55. This does not apply to a development of four or more storeys, excluding a basement.

A development of four storeys, excluding a basement, must meet the requirements of Clause 57.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application**Information requirements and decision guidelines**

Construct or extend a front fence within 3 metres of a street if the fence is associated with 2 or more dwellings on a lot or a residential building.

Clause 59.03

Transitional provisions

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

Clauses 55 and 58 of this scheme, as in force immediately before the approval date of Amendment VC174, continue to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 55 of this planning scheme, as in force immediately before the approval date of Amendment VC267, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

32.08-8

31/03/2025
VC267

Requirements of Clause 54 and Clause 55

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B2-1, B2-5, B2-8 and B3-5 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

32.08-9

14/12/2023
VC253

Residential aged care facility**Permit requirements**

A permit is required to construct a building or construct or carry out works for a residential aged care facility.

A development must meet the requirements of Clause 53.17 - Residential aged care facility.

32.08-10

14/12/2023
VC253

Buildings and works associated with a Section 2 use

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

VicSmart applications

Subject to Clause 71.06, an application under this clause for a development specified in Column 1 is a class of VicSmart application and must be assessed against the provision specified in Column 2.

Class of application	Information requirements and decision guidelines
<p>Construct a building or construct or carry out works where:</p> <ul style="list-style-type: none"> ▪ The building or works are not associated with a dwelling, primary school or secondary school and have an estimated cost of up to \$100,000; or ▪ The building or works are associated with a primary school or secondary school and have an estimated cost of up to \$500,000; and ▪ The requirements in the following standards of Clause 54 are met, where the land adjoins land in a residential zone used for residential purposes: <ul style="list-style-type: none"> – A10 Side and rear setbacks. – A11 Walls on boundaries. – A12 Daylight to existing windows. – A13 North-facing windows. – A14 Overshadowing open space. – A15 Overlooking. <p>For the purposes of this class of VicSmart application, the Clause 54 standards specified above are mandatory.</p> <p>If a schedule to the zone specifies a requirement of a standard different from a requirement set out in the Clause 54 standard, the requirement in the schedule to the zone applies and must be met.</p>	<p>Clause 59.04</p>

32.08-11
14/12/2023
VC253

Maximum building height requirement for a dwelling, small second dwelling or residential building

A building must not be constructed for use as a dwelling, small second dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.

- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

Building height if land is subject to inundation

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

32.08-12
31/03/2025
VC267

Application requirements

An application must be accompanied by the following information, as appropriate:

- For a development of one dwelling on a lot or a small second dwelling on a lot, the neighbourhood and site description and design response as required in Clause 54.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the site description and design response as required in Clause 55.
- For a development of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the site description and design response as required in Clause 57.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.
- Plans drawn to scale and dimensioned which show:
 - Site shape, size, dimensions and orientation.
 - The siting and use of existing and proposed buildings.
 - Adjacent buildings and uses.
 - The building form and scale.
 - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

32.08-13
31/03/2025
VC267

Exemption from notice and review

Subdivision

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of section 52(1)(a), (b) and (d), the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act.

Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings

An application under clause 32.08-7 is exempt from the decision requirements of section 64(1), (2) and (3) and the review rights of section 82(1) of the Act if all the applicable standards under clause 55.02, 55.04-1, 55.04-2, 55.04-3, 55.04-4 and 55.05-2 are met.

32.08-14
31/03/2025
VC267

Decision guidelines

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

General

- The Municipal Planning Strategy and the Planning Policy Framework.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.
- The impact of overshadowing on existing rooftop solar energy systems on dwellings on adjoining lots in a General Residential Zone, Housing Choice and Transport Zone, Mixed Use Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.

Subdivision

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

Dwellings, small second dwellings and residential buildings

- For the construction and extension of one dwelling on a lot and a small second dwelling, the applicable objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of three storeys or less, excluding a basement, the objectives, standards and decision guidelines of Clause 55.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings of four storeys, excluding a basement, the objectives, standards and decision guidelines of Clause 57.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.

- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

32.08-1514/12/2023
VC253**Signs**

Sign requirements are at Clause 52.05. This zone is in Category 3.

32.08-1614/12/2023
VC253**Transitional provisions**

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
 - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
 - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
 - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

27/05/2015
C238hume**SCHEDULE 1 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ1**.**HUME RESIDENTIAL AREAS****1.0**27/05/2015
C238hume**Neighbourhood character objectives**

None specified.

2.026/04/2024
VC252**Construction or extension of a dwelling, small second dwelling or residential building - minimum garden area requirement****Is the construction or extension of a dwelling, small second dwelling or residential building exempt from the minimum garden area requirement?**

No

3.002/04/2025
VC276**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
Minimum street setback	A3	None specified
	B2-1	None specified
Site coverage	A5	None specified
	B2-5	None specified
Permeability	A6	None specified
Side and rear setbacks	A10	None specified
Walls on boundaries	A11	None specified
Private open space	A17	None specified
	B3-5	None specified
Front fence height	A20 and B2-8	None specified

4.026/04/2024
VC252**Maximum building height requirement for a dwelling, small second dwelling or residential building**

None specified.

5.026/04/2024
VC252**Application requirements**

None specified.

6.026/04/2024
VC252**Decision guidelines**

None specified.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 02 May 2025 09:04 PM

PROPERTY DETAILS

Address: **25 GORDON STREET TULLAMARINE 3043**
Lot and Plan Number: **Lot 47 LP56107**
Standard Parcel Identifier (SPI): **47\LP56107**
Local Government Area (Council): **HUME**
Council Property Number: **500945**
Planning Scheme: **Hume**
Directory Reference: **Melway 15 H2**

www.hume.vic.gov.au

[Planning Scheme - Hume](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
Legislative Assembly: **SUNBURY**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a draft planning area as required by section 32C(1) of the Sale of Land 1992 (Vic).

Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

SPECIAL BUILDING OVERLAY (SBO)



SBO - Special Building Overlay

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.dpy.vic.gov.au/question.aspx>

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



Further Planning Information

Planning scheme data last updated on 01 May 2025.

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



Designated GPA 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 GPA.

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

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

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

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

Native Vegetation

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

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

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

FORM 2
Building Act 1993

Building Regulations 2018 - Regulation 37(1)

Building Permit No. CBS-U 66127/6491409997861
Issue to

Agent of Owner:

5AB HOMES Pty Ltd

Postal Address:

7 Grasslands Ave, CRAIGIEBURN VIC

Email:

accounts@5abhomes.com.au

Address for serving or giving of documents:

7 Grasslands Ave, CRAIGIEBURN VIC

Contact Person:

Vishal Taneja

 Postcode: **3064**

 Telephone: **1300 000 522**

 Postcode: **3064**

 Telephone: **1300 000 522**
Ownership Details

Owner:

Kultar Singh Saini & Gurjeet Kaur Saini

Postal Address:

130 Dalton Street, THOMASTOWN VIC

Email:

ljhomesbuilt@gmail.com

Contact Person:

Kultar Singh Saini & Gurjeet Kaur Saini

 Postcode: **3074**

 Telephone: **0412 111 942**
Property Details

 Number: **25**

 Street/Road: **Gordon Street**

 Suburb: **Tullamarine**

 Postcode: **3043**

 Lot/s: **47**

 LP/PS: **056107**

 Volume: **08379**

 Folio: **203**

 CA: **n/a**

 Section No: **n/a**

 Parish: **Tullamarine**

 County: **Bourke**

Municipal District:

City of Hume
Builder

Name:

5AB HOMES Pty Ltd

Telephone:

1300 000 522

Registration no.:

CDB-U 49829
Domestic Builder - Unlimited

Postal Address:

7 Grasslands Ave, CRAIGIEBURN VIC

Postcode:

3064

This builder is specified under section 248 [4] 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
Michael Miskas	Draftsperson - Building Design	DP-AD 36212
Shwan Hanna	Engineer - Civil	PE0003173
Kieran Doherty	Engineer - Fire	PE0002307

Details of Domestic Building Work Insurance

 Name of Builder: **5AB HOMES Pty Ltd**

 Name of Issuer or Provider: **CCM Insurance Group Pty Ltd**

 Policy Number: **C810648, C810649, C810650 & C810651**

 Policy cover: **\$1,200,000.00**
Details of Relevant Planning Permit

 Planning Permit No: **P21493**

 Date of grant of Planning Permit: **21 May 2019**
Nature of Building Work

Construction of 3 New Double Storey Dwellings and 1 Single Storey Dwelling and Associated Garages

 Storeys contains: **2**

 Version of BCA applicable to permit: **BCA Vol.2 2019**

 Stage of Building Work Permitted: **Entire - Dwellings & Garages**

 Cost of Building Work: **\$900,000.00**

 Total floor area of new building work m²: **400**

BCA ClassificationPart of Building: **Dwelling**Class: **1a(a)**Part of Building: **Associated Garage**Class: **10a****Performance Solution**

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

Relevant performance requirement	Details of performance solution
P2.3.1/3.7.2.4	To permit for the First Floor fire-resisting external walls of Unit 2 and 3 that do not commence at the footings or ground slab or above a separating wall.
P2.3.1/3.7.2.7(d)	To permit for the Unit 2 & Unit 3 eave and gutter to be located within 450mm of a future allotment boundary (but greater than 900mm from the adjoining dwelling).

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)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	Greater Western Water

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. Pre-Slab Inspection
2. Slab-Steel Inspection
3. Frame Inspection
4. 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 04 August 2024

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

This building work must be completed by 04 August 2025

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

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
PO BOX 2042, Oak Park VIC 3046
admin@opesbs.com.au
CBS-U 66127
City of Hume

Designated Building Surveyor

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

Oktay Ozcelik
CBS-U 66127/6491409997861
BS-L 72286
04 August 2023



Domestic Building Insurance

Certificate of Insurance

Kuldar Singh Saini, Gurjeet Kaur Saini
130 Dalton Rd
THOMASTOWN
VIC 3074

Policy Number:
C810650

Policy Inception Date:
02/08/2023

Builder Account Number:
007453

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: C03: New Multi-Dwelling Construction
At the property: Unit 3/25 Gordon St TULLAMARINE VIC 3043 Australia
Carried out by the builder: SAB HOMES PTY LTD
Builder ACN: 607478231



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): Kuldar Singh Saini, Gurjeet Kaur Saini
Pursuant to a domestic building contract dated: 27/04/2023
For the contract price of: \$ 225,000.00
Type of Cover: Cover is only provided if SAB HOMES PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order *
The maximum policy limit for claims made under this policy is: \$300,000 all inclusive of costs and expenses *
The maximum policy limit for non-completion claims made under this policy is: 20% of the contract price limited to the maximum policy limit for all claims under the policy*

PLEASE CHECK

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

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.

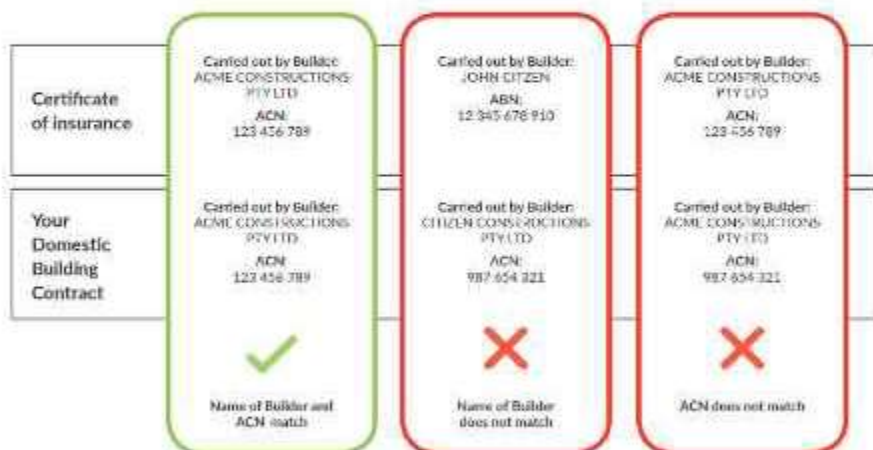
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,981.00
GST:	\$198.10
Stamp Duty:	\$217.91
Total:	\$2,397.01

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: 20232020

OCCUPANCY PERMIT
For Building Permit No. CBS-U 66127/6491409997861

Property Details

Address:	25 Gordon Street, Tullamarine Vic 3043		
Lot:	47	LP/PS:	056107
CA:	n/a	Volume:	08379
Municipality:	City of Hume	Parish:	Tullamarine
		Section:	n/a
		Folio:	203
		County:	Bourke

Building permit details

Building permit number:	CBS-U 66127/6491409997861
Version of BCA applicable to building permit:	BCA Vol.2 2019

Building Details

Part of building to which permit applies:	Multiple - Dwellings & Associated Garages (Units 1,2,3 & 4)
Permitted Use:	Residential
BCA Class of building:	1a(a), 10a
Maximum Permissible Floor Live Load:	Dwelling Floor 1.5 kPa, Roof 0.25 kPa & Stairs 2.0 kPa
	Garage Floor 2.5 kPa & Roof 0.25 kPa
Storeys contained	2

Performance Solutions

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

Relevant performance requirement	Details of performance solution
P2.3.1/3.7.2.4	To permit for the First Floor fire-resisting external walls of Unit 2 and 3 that do not commence at the footings or ground slab or above a separating wall.
P2.3.1/3.7.2.7(d)	To permit for the Unit 2 & Unit 3 eave and gutter to be located within 450mm of a future allotment boundary (but greater than 900mm from the adjoining dwelling).

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)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	City of Hume
Report and Consent - Permit to construct a building over an easement	Regulation 130 (1)	Greater Western Water


Suitability of Occupation

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

Date of Approved Inspection:

Pre-Slab Inspection	25/08/2023
Slab-Steel Inspection	29/08/2023
Frame Inspection	08/03/2024
Final Inspection	03/12/2024

Relevant Building Surveyor:

Name:	Oktay Ozcelik
Address:	PO BOX 2042, Oak Park VIC 3046
Email:	admin@opesbs.com.au
Building practitioner registration no.:	BS-L 72286
Municipal district name:	City of Hume
Certificate no.	CBS-U 66127/6491409997861 - Occupancy Permit
Date of issue:	19 March 2025
Date of final inspection	3 December 2024
Signature:	



Your rates and valuation notice

For the period 1 July 2024 to 30 June 2025

Enquiries: 9205 2200



K S SAINI & G K SAINI
130 DALTON RD
THOMASTOWN VIC 3074

PROPERTY NUMBER: 500945
PAYMENT REFERENCE: 9238593
DATE OF ISSUE: 16/08/2024



For emailed notices:
hume.enotices.com.au
Reference: B96C1BCDAO



029
1062486
R7_14211

PROPERTY DETAILS

25 GORDON ST TULLAMARINE VIC 3043
Lot 47 LP 56107 Vol 8379 Fol 203
Owner Details: KULTAR SINGH SAINI, GURJEET KAUR SAINI

Site Value

\$600,000

Capital Improved Value

\$600,000

Net Annual Value

\$30,000

Level of Value Date: 01/01/2024 AVPCC: 110-Detached Dwelling

Date Adopted for Rating Purposes: 01/07/2024

* Council has been appointed agent to collect these funds on behalf of the Victorian Government.

RATES, CHARGES AND REBATES

General Rate	0.0023285 x \$600,000	\$1,397.10
Kerbside Waste Charge	\$401.63 Kerbside	\$401.63
Public Waste Charge	\$222.99	\$222.99
Vic State Gov FSPL Residential Fixed*	\$132.00	\$132.00
Vic State Gov FSPL Residential Variable*	.000087 x \$600,000	\$52.20
Total Amount Due		\$2,205.92

INSTALMENT 1

\$552.92

Payable 30/09/2024

INSTALMENT 2

\$551.00

Payable 30/11/2024

INSTALMENT 3

\$551.00

Payable 28/02/2025

INSTALMENT 4

\$551.00

Payable 31/05/2025



Scan here to pay



HOW TO PAY

Avoid late payment interest by paying your rates on time. Payment plans are available.



BPAY (Biller/View Registration No: 9238593)

Access Bpay via your internet banking

BILLER CODE: 12500

REF: 9238593



POST BILLPAY

BILLPAY CODE: 0862

REF: 9238593



*862 9238593



ONLINE OR PHONE

Call 13 18 16 or visit hume.vic.gov.au/pay



DIRECT DEBIT

Register online at
hume.vic.gov.au/rates to arrange
automatic payment of your account



IN PERSON

Pay at your nearest Council Customer
Contact Centre in Broadmeadows,
Craigieburn or Sunbury or visit your
nearest Post Office.



MAIL

Send this slip with your cheque made
payable to: Hume City Council,
PO Box 119 Dallas 3047



MR K S & MRS G K SAINI
130 DALTON ROAD
THOMASTOWN VIC 3074

My account number is

1218 2660 4126

Invoice No. T662288327

Service Address 25 Gordon Street Tullamarine
Lot 47 Plan 56107

Issue Date: 27 Apr 2024

Water Faults & Emergencies (24 hours) 13 44 99

Enquiries & Support
(8.30am-5.00pm Mon-Fri)
Credit Card Payments &
Balances (24 hours) 13 44 99

Interpreter Service (03) 9313 8989

General Mail Locked Bag 350, Sunshine Vic 3020

Greater Western Water

ARM 2016/5472 06/2

qwww.com.au



Account summary

	PREVIOUS BILL RECEIVED	\$165.84
		\$165.84
	BALANCE	\$0.00
	YOUR USAGE	\$27.77
	NETWORK CHARGES	\$118.99
	OTHER CHARGES	\$29.54
	PLEASE PAY	\$176.30

Your bill experience is changing

We're making some changes so that it's simpler to manage your account online. We're also redesigning your bill so it's easier to read and understand.

To find out more visit gww.com.au/billexperience



Details of charges - Residential

Previous Bill

Previous Bill \$165.84

Payments Received

01/02/2024 -\$165.84



BALANCE FORWARD

\$0.00

Usage Charges

Meter Number	Bill Days	Previous Reading	Current Reading	Consumption in Kilolitres	Rate \$	Total \$
MAF501211	96	02160	02168	8.00 (meter read date: 26/04/2024)		

Total Water Consumed

Usage Step 1 (20/01/2024 to 26/04/2024) 8.00 2.9499 \$23.60

Total 8.00 \$23.60

Sewage Disposal

5.28 0.7898 \$4.17

Total \$4.17



TOTAL USAGE CHARGES

\$27.77

Network Charges

Water Network Charge (01/04/2024 to 30/06/2024) \$51.60

Sewerage Network Charge (01/04/2024 to 30/06/2024) \$67.39



TOTAL NETWORK CHARGES

\$118.99

Other Charges

Waterways & Drainage Charge (01/04/2024 to 30/06/2024) \$29.54



TOTAL OTHER AUTHORITIES' CHARGES

\$29.54



FINAL TOTAL, PLEASE PAY THIS AMOUNT

\$176.30

Our prices

From 1 July 2024, our prices will change in line with adjustments approved by the Essential Services Commission, the independent regulator of Victoria's water industry. To learn more about our price changes, visit gww.com.au

Visit gww.com.au or call 13 44 99 for more details about these charges.

Need help paying your bill? Give us a call

We have payment options to help you keep on top of your bills and manage during difficult times. Chat with us on **13 44 99**. We can also direct you to other services, so you can get the advice and support you need. Learn more at gww.com.au

Waterways and drainage charge

You'll notice a waterways and drainage charge on your bill. We collect this on behalf of Melbourne Water. The charge goes towards projects that keep our waterways healthy and help make Melbourne and surrounds a great place to live. Learn more at melbournewater.com.au/wwdc

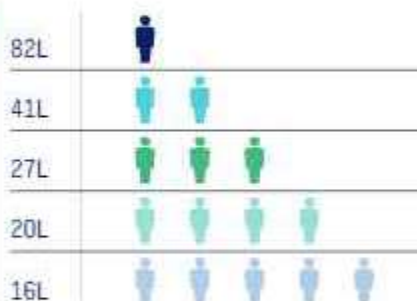
Is your household on Target 150?

Your average daily water cost for this bill is \$0.24



Average daily use per person

To find out average daily use per person, refer to the line which indicates the number of people in your home.



The right of Greater Western Water to proceed for recovery of outstanding charges is not prejudiced by the service of this notice

Page 2 of 4

Service Address: 25 Gordon Street Tullamarine

DATE PAID

AMOUNT PAID

RECEIPT NO

My account number is

1218 2660 4126



Direct Debit:

Visit gww.com.au or call 13 44 99



Mail cheque:

Post this slip with your cheque payable to: Greater Western Water, GPO Box 1152, Melbourne Vic 3001



Credit Card:

Visit gww.com.au or call 13 44 99 to pay via Visa or Mastercard on our 24 hours credit card payment system

Payment Assistance

If you're finding it hard to pay your bill call our team on **13 44 99** to discuss your circumstances or visit gww.com.au to view our support options.



Bill Code: 8789

Ref: 1218 2660 4126

Telephone and Internet Banking - BPAY®: Contact your bank or financial institution to pay via savings, debit, credit card or transaction account. More info at bpay.com.au



Billpay Code: 0362

Ref: 1218 2660 4126

Post BillPay: Pay in person at any Post Office or agency, call 131 816 or visit postbillpay.com.au



*362121826604126

+00121826604126>

+009201+

<0662288327>

<0000017630>

+444+

Working together to deliver value for our community

I hope you had a safe and happy start to the year with your communities. This year, we'll continue to focus on delivering value for our customers, through our core purpose of supplying water to your homes and by supporting the prosperity of our region.

Your ideas and feedback are important to us. We'll work closely with you on projects like finalising our price submission and upgrading essential infrastructure around our region.

We're excited to support your social, environmental and cultural priorities in the next round of our Thriving Communities

grants and sponsorships program, launching in March.

You've also told us that you'd like a more convenient way to manage your water account and for your bills to be simpler, so we're making improvements to our systems so you have a better customer experience. These upgrades will be launching soon.

With your input and support, we'll continue to deliver trusted water services to your homes while supporting the wellbeing and growth of our region.

Maree



Maree Lang
Managing Director
Greater Western Water

We're upgrading your billing experience

We want you to have a hassle-free bill experience, whether you choose an email or paper bill. After hearing what is important to you, we're making some changes to simplify your billing experience.

Soon, you'll notice your water bill looks a bit different. We're improving the design of your bill so it's easier to understand your water use and other charges.

You told us that you'd like more control of your water account online, to help you do things like pay your bill, and update your details and payment methods. Your new online account, My GWW, is coming soon and gives you more control and flexibility to manage your account online.

If you're ever unsure it's us contacting you, you can confirm the information at gww.com.au or by calling us on **13 44 99**.



Royal Parade water main upgrade complete

We've finished upgrading the Royal Parade water main. The old water main was nearing the end of its service life, and after more than 130 years of ongoing use it needed an upgrade.

These works ensure that we can continue to deliver safe and reliable water services to the Parkville community.

During the six months of construction, we inserted a new pipeline inside the existing water main. This method is called slip-lining. Slip-lining is a safe and cost-effective method, which also helped to minimise disruption to local traffic and businesses.

Learn more about the project at gww.com.au/royalparade



Royal Parade is back in use after we replaced a 130 year old water main.

Having trouble paying your bill?

We know paying your bill can be difficult at times. If you're having trouble paying your bill, we have a range of payment options and can help you access concessions, utility relief grants and water efficiency programs.

We also offer support for customers experiencing family and domestic violence.

Learn more at gww.com.au/financial-support



Acknowledgement of Country

Greater Western Water respectfully acknowledges the peoples of the Kulin Nation as the Traditional Owners of the lands and waters on which our service area lies. We pay our deepest respects to their Ancestors and Elders past and present.

Thriving Communities grant helps support Melburnians in need

Recently our Managing Director, Maree Lang and Minister for Water, Harriet Shing joined volunteers at St Mary's House of Welcome to serve lunch to Melburnians experiencing homelessness and hardship.

The visit was an opportunity to connect and talk with some of the centre's service users and learn more about the not-for-profit's 'Look Good, Feel Good' program, which received \$5,000 Thriving Communities sponsorship funding.

The 'Look Good, Feel Good' program aims to improve the physical and mental wellbeing of people experiencing homelessness and social disadvantage.

The program provides hot showers, towels, toiletries, period products and clean clothes. It also offers referrals to other vital services like meals, social activities and specialist support.

Read more about St Mary's House of Welcome and all our previous grant recipients at

gww.com.au/grants-sponsorships



Managing Director, Maree Lang and Minister for Water, Harriet Shing serve lunch to Melburnians experiencing homelessness.

How to choose the most secure payment method

In June 2023, the Federal Government announced that by 2030 cheques will be phased out in Australia. This process will start in 2028.

To prepare for this, we're transitioning to more secure forms of payment. This will help ensure the safety of your records and financial information.

We're encouraging all customers to switch to electronic payment. You can pay online using BPAY or set up a direct debit so you never miss a bill.

If you still prefer to pay by cheque, you can head to your local Australia Post outlet.

Learn more about this change at gww.com.au/accounts-billing



Boost to water security for Sunbury and Diggers Rest

We're building two enormous new water tanks in Melbourne's outer west to increase water security for the growing Sunbury and Diggers Rest region.

The \$29 million project kicked off last December in Sunbury's Bald Hill. When the work is completed in 2025, the tanks will double the region's water storage capacity and supply up to 10,000 local properties.

Each steel tank will be nine metres high and 44 metres in diameter and will each be able to hold 10 megalitres of water. That's the equivalent of four Olympic-sized swimming pools worth of water.

A new main will also be constructed to connect the tanks to Melbourne's water supply.

Learn more about the project at gww.com.au/sunburywatersecurity



An artist's impression of the new water tanks.

An update on our price submission

Last year, we submitted our first price submission as Greater Western Water to the Essential Services Commission (ESC). Our price submission outlines our prices, service levels and the investments we will make over the next four years.

The ESC has reviewed our price submission and recently let us know their draft decision.

The ESC will release their final decision and price determination in June 2024, confirming the prices we will charge from 1 July 2024 to 30 June 2028.

Learn more and have your say before 30 April at gww.com.au/pricesubmission



Contact us

Call 13 44 99

Visit gww.com.au



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@GWWVic



@greaterwesternwater

Instant Conveyancing Services

PO Box 1353
LALOR VIC 3075
Tel: (03) 9939 6824
Fax: (03) 9478 7868
Ref: AB:13514












COS 3 25 Gordon St Tullamarine

Final Audit Report

2025-09-30

Created:	2025-09-26
By:	Chintan Bhimajiyani (chintan@redrok.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAGusehYHY_IOvOmuPKRbgz-eazywU7wD1

"COS 3 25 Gordon St Tullamarine" History

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✔ Agreement completed.

2025-09-30 - 7:06:55 AM GMT