

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: 28 MACARA STREET, SUNBURY VIC 3429

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING 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** in accordance with Division 2 of Part II of the 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 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/...../20.....

Print name of person 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 VENDORS on/...../20.....

Print name of person signing **GAURAV SHASHIKANTBHAI THAKKAR and SHIVANI RAJMOHAN DESAI**

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.

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 have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A) **Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

REAL ESTATE AGENT:

Tel: _____ Fax: _____
Email: _____

VENDOR:
DESAI

GAURAV SHASHIKANTBHAI THAKKAR and SHIVANI RAJMOHAN

VENDOR'S
REPRESENTATIVE:

KSON Conveyancing Services
PO Box 8188, Tarneit VIC 3029
Phone: 0415 837 162 Fax: 03 8672 7740 Ref: SD:25:9041KSON
Email: info@ksonconveyancing.com.au

PURCHASER:

Name/s:
Address:

PURCHASER'S
REPRESENTATIVE:

Name:
Address:
Tel: _____ Email: _____

STREET ADDRESS:

28 Macara Street, Sunbury VIC 3429

LAND BEING SOLD:

The land which is currently fenced and/or occupied by the vendor and contained only within the land described in Lot 1018 on PS847490F. Certificate of Title Volume 12451` Folio 857

CHATTELS:

All fixtures, floor coverings, electric light fittings and window furnishings as inspected.

PRICE:

\$ _____

DEPOSIT:

\$ _____ by ____/____/____ (of which \$ _____ has been paid)

BALANCE:

\$ _____

PAYMENT OF BALANCE is due on ____/____/____

(general condition 10)

being the **SETTLEMENT DATE** or earlier by mutual agreement. And is the date upon which vacant possession / or receipts of the rents and profits of the property and chattels shall be given, namely upon acceptance of Title and payment of the whole of the purchase price, unless the land is a lot on an unregistered plan of subdivision or house under construction, 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 or issue of Occupancy Permit.

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

GST (refer to 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 a 'going concern' then write the words '**farming business**' or '**going concern**' in this box.

If the margin scheme will be used to calculate GST then write the words '**margin scheme**' to this box.

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:

If this contract is intended to be a terms contract within the meaning of the **Sale of And Act 1962** then write the words '**terms contract**' in this box.

and refer to general condition 23 and add any further provisions by way of special conditions.

Encumbrances

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box

If the sale is '**subject to an existing mortgage**' then particulars of the mortgage are:

Special conditions

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

Loan (refer to general conditions 14)

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

Lender:

Loan Amount: \$

Approval date:

CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

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 vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the **Estate Agents Act 1980**.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order 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.
- 2.5 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 the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act.
- 2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.7 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. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

- 7. Release of security interest**
- 7.1** 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.
- 7.2** 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 7.4, 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.
- 7.3** If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must -
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4** 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.
- 7.5** Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any 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.
- 7.6** 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 7.5 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.
- 7.7** A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8** A release for the purposes of general condition 7.4(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.
- 7.9** If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10** In addition to ensuring a release is received under general condition 7.4(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.
- 7.11** The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12** 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 7.11.
- 7.13** If settlement is delayed under general condition 7.12, 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.
- 7.14** The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15** Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.
- 8. Builder warranty insurance**
- The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendors possession relating to the property if requested in writing to do so at least 21 days before settlement.
- 9. General law land**
- 9.1** This condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.
- 9.2** The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3** The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4** The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5** The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6** If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7** General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

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 or 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) in cash; or
 - (b) cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under subsection 9(3) of the **Banking Act 1959 (Cth)** is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit taking institution, the vendor must reimburse the purchaser for the fees incurred

12. Stakeholding

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts do not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.
- 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.

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 (or a part of it) 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 (or part of it) 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 adjustment 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) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) 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 authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by 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 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

- (g) property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances; 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 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. Definitions and Interpretation

"Business Day" means any day on which trading banks are open for business in Melbourne for the transacting of banking Business.

"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 30 days after the expiry of the Settlement Date.

"Land" means the land being sold described in the particulars of sale.

"Owners Corporation Regulations" means the Owners Corporations Act 2006 or any subsequent amending regulations.

"Particulars of Sale" means the particulars of sale to which these special conditions are attached.

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

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

Wherein appearing the singular shall include the plural and the male gender shall include the female gender and/or a body corporate.

2. Acceptance of title

General condition 12.4 is added:

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

3. Electronic conveyancing

EC

Settlement and lodgment will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and "electronic conveyancing" special condition applies, if the box is marked "EC".

- 3.1 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 lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.
- 3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically.
- 3.3 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*.
- 3.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 3.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 3.6 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 lodgment.
- 3.7 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 3.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm
- 3.8 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
- 3.9 The vendor must before settlement:
 - a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

- b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
 - c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator
- 3.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

4. Identity

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

5. Planning Schemes

The property is sold with all restrictions as to the use under any permit, scheme or overlay, order, plan, regulation or by-law contained in or made pursuant to the provision of any legislation or requirement made by any authority to control or restrict the use of land. The Purchaser shall not be entitled to any compensation from the vendor due to any restriction and such restrictions shall not constitute a defect in the Vendor's title.

6. 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

If a company purchases the property

- a) Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- b) The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

7. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

The Purchaser acknowledges that his decision to purchase the property purchased the property has been as a result of his own inspections and enquiries of the property and all structures, buildings and other assets of the property. It is agreed between the parties that the Purchaser shall not be entitled to make any claim for compensation or objection whatsoever in respect of condition/ state of repair of the property as at the date of sale or any fair wear and tear thereafter.

The Purchaser acknowledges that any improvements on the property may be subject to Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or any other regulations thereunder and any repealed laws which effected the construction of any structures. The Purchaser shall not claim any compensation nor require the Vendor to comply with any of those laws or regulations (including having any final inspections carried out, installing pool fences or installing smoke detectors) should there be any failure to comply with any one or more of those laws or regulations and this shall not constitute a defect in the Vendors Title.

The purchaser acknowledges and declares that they have inspected or have had inspected on their behalf the chattels, fittings and assets being sold in this contract at or prior to the time of signing and are aware of any deficiencies or defects. Therefore the Purchaser shall not claim compensation or make an objection at settlement based on the working order of any fittings or other assets of the property at or before settlement.

8. FIRB Approval

- a) The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (C'th) do not require the purchaser to obtain consent to enter this contract.
- b) If there is a breach of the warranty contained in this Special Condition (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;
- c) This warranty and indemnity do not merge on completion of this contract.

9. Merger

All terms and conditions as set out in the contract, which remain to be performed by, or are capable of having effect on the part of the Purchaser shall remain in full force after settlement and the registration of the Transfer of Land or other instrument. This Special Condition cannot be waived or altered in any way whatsoever, without the written, signed and witnessed informed consent of the vendor.

10. Mediation

The undersigned Purchaser agrees to resolve all disputes with the Vendor through mediation. Should any dispute arise, I irrevocably agree that I must complete the contract and pay the balance or purchase money without deduction, regardless of the circumstances and can only reserve to myself the right to seek compensation following the final settlement. The parties agree to jointly appoint a mediator from three mediators nominated by the vendor's representative and agree to observe the instructions of the mediator about the conduct of the mediation. If any dispute is not resolved by the mediation procedure, then it is irrevocably agreed then the parties may have recourse to any Court or Tribunal exercising jurisdiction over the subject matter of the dispute.

11. Acknowledgement

The Purchaser acknowledges that prior to the signing of the contract or any agreement or document in respect of the sale hereby made, which is legally binding upon or is intended to legally bind the Purchaser, the Purchaser has been given by the Vendor's Agent;

- a) A copy of this Contract of Sale in compliance with Section 53 of the Estate Agents Act; and
- b) A statement pursuant to Section 32 of the Sale of Land Act 1962.

12. Finance

- a) 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.
- b) 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 simultaneously provide written proof to the Vendor from the potential lender (not from a mortgage broker) 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.

13. Nomination

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

- a) The named Purchaser shall have the substituted purchaser sign an acknowledgement of receipt of a copy of the Vendors Statement and provide the statement to the Vendor's representative
- b) If the nominated purchaser or one or more of them is an incorporated body, then the named Purchaser shall deliver a personal guarantee to the Vendor's representative signed by all the directors of the said incorporated body
- c) The nominated purchaser acknowledges that the vendor will incur additional conveyancing costs due to the Purchaser's nomination as the Vendor's Conveyancer will be required to re- prepare the required to (among other tasks) check the validity of the nomination, update their system records, re- prepare the State Revenue Office's stamp duty declaration and reprepare the notices of disposition. The Purchaser therefore agrees to reimburse the Vendor \$220.00 for costs incurred by their Conveyancer in relation to the nomination at settlement.

14. Adjustments

The purchaser will make available to the vendor copies of all certificates obtained to complete a Statement of Adjustments.

15. GST and Other Payments

The Vendor shall retain an equitable interest in the property and the Purchaser hereby grants the Vendor an equitable interest in all of the real estate as security until all penalties, costs, interest, GST (if any) and any other monies due under the contract, any written or oral agreement has been paid in full.

The Purchaser acknowledges that he shall pay any tax or impost in the nature of a consumption or a goods and services tax (hereinafter called "GST") together with all interest, penalties and costs which may be imposed by any government on the price set out in the contract or any part thereof immediately upon the delivery of a Tax Invoice pay any GST, interest, penalties and costs upon demand, shall be deemed to be a breach of the contract. This condition shall not merge with the settlement and the GST together with all interest, penalties and costs shall be recoverable by

the vendor as a liquidated debt payable on demand and the Vendor shall retain an equitable interest in the land sold until all moneys due under the contract and this special condition are paid in full.

16. GST Withholding

- a) Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- b) This special condition applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- c) The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- d) The purchaser must:
 - i. engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - ii. ensure that the representative does so.
- e) The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
 - i. pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - ii. promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - iii. otherwise comply, or ensure compliance, with this special condition;
 - iv. despite:
 - v. any contrary instructions, other than from both the purchaser and the vendor; and
 - vi. any other provision in this contract to the contrary
- f) The representative is taken to have complied with the requirements of special condition (f) if: settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- g) The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if: so agreed by the vendor in writing; and the settlement is not conducted through an electronic settlement system described in special condition 8.7. However, if the purchaser gives the bank cheque in accordance with this special condition 8.7, The vendor must: immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- h) The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- i) A party must provide the other party with such information as the other party requires to:
 - i. decide if an amount is required to be paid or the quantum of it, or
 - ii. comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- j) The vendor warrants that:
 - i. at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - ii. the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- k) The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that
 - i. the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 8.10; or
 - ii. the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with

section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

- l) This special condition will not merge on settlement

17. General Conditions

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

- a) General Condition 8 is deleted.
- b) General Condition 11.1 (b) is amended by deleting 'if there is no estate agent'.
- c) General Condition 11.4 (b) is amended by substituting 'by draft or' with 'bank'.
- d) General Condition 15 is amended so that the Land Tax is not an adjustable item.
- e) 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.
- f) 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.'
- g) General Conditions 24.4, 24.5 and 24.6 are deleted.
- h) General Condition 26 is deleted.

18. Time for settlement

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 5:00pm 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.

If the Purchaser is not in default under this contract, the Purchaser shall pay to the Vendor's representative the sum of \$275.00 for each change to the settlement date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request

19. Swimming pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

20. Default

General Condition 25 (GC25) contained in the Contract of Sale of Real Estate prescribed under Section 99 of the Estate Agents Act 1980 shall not apply to the Contract attached hereto and the following special condition shall apply in its stead. If the purchaser shall default in compliance with the terms and conditions of this Contract the Purchaser shall pay upon demand:

- a) interest as herein provided;
- b) all expenses incurred by the Vendor as a result of such breach, including but not limited to:
 - i) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property or business and interest charged on such bridging finance;
 - ii) 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
 - iii) Accommodation and additional storage and removal expenses necessarily incurred by the Vendor;
 - iv) Penalties interest or charges payable by the vendor to any third party as a result of any delay in the completion of the vendor's purchase, whether they are in relation to the purchase of another property, business or any other transaction dependent on the funds from the sale of the property.
- c) the Vendor's Agent/Conveyancer/Legal costs of and incidental to the preparation and service of any notice of default; and
- d) all costs and expenses as between agent/conveyancer/solicitor and own client.

The Purchaser agrees to pay the Vendor's reasonable costs of each and every default in 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.

The Purchaser shall pay to the Vendor interest at the rate being 4 per cent higher than the rate prescribed 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.

21. Settlement

In the instance that, at the settlement date the Certificate of Title is unable to be handed to the Purchaser, the Purchaser shall accept, in lieu of the Certificate of Title relating to the land, an Order to Register endorsed thereon by the controlling party directing the Land Titles Office to issue the Certificate of Title to the Purchaser or another party nominated by the Purchaser.

22. Swimming Pool/Spa

In the event that the property includes a swimming pool or spa, the Purchaser hereby acknowledges by the signing of this contract that the swimming pool or spa located on the property may not have fencing or security that complies with all current legislative requirements. The Purchaser further acknowledges that, notwithstanding anything to the contrary contained herein, the Purchaser cannot terminate this contract for any reason directly or indirectly related to or associated with the lack of swimming pool fencing or swimming pool securing fencing or security that fails to comply with current legislative requirements, nor will the Purchaser require the Vendor to comply with any requirement, and the Purchaser may not seek any compensation from the Vendor for any non-compliance. Prior to the signing of this contract, the Purchaser must complete its own due diligence regarding the swimming pool or spa located on the property and must be satisfied that the current legislative requirements are complied with.

23. Solar Panels

If there are any solar panels on the land, the purchaser acknowledges and agrees that:

23.1. whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in-tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;

23.2. the purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;

23.3. the purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and

23.4. neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they were installed, their input to the electricity grid, any benefits arising from any electricity generated by the solar panels, or otherwise

22. AUCTION

The property is offered for sale by auction, subject to the vendors reserve price.

The Rules for the conduct of the auction shall be as set out in the Sale of Land (Public Auction)

Regulations 2014, or any rules prescribed by regulation which modify or replace those rules.

GUARANTEE

The Guarantors described below, in consideration of the within named vendor selling to the within named purchaser at our request the land described in the within Contract for the price and upon the terms and conditions therein set forth hereby for ourselves our respective Executors and Administrators covenant with the said vendor that if at any time default shall be made in the payment of the deposit or residue of purchase money, interest, costs or other moneys payable by the purchaser to the vendor under the within Contract or in the performance or observance of any term or condition of the within contract to be performed or observed by the purchaser we will forthwith on demand by the vendor pay to the vendor the whole of such deposit, residue of purchase money, interest, costs or other moneys payable which shall then be due and payable to the vendor and will keep the vendor indemnified against all loss of purchase money, interest, costs or 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 as aforesaid on the part of the purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the vendor in enforcing payment of any of the moneys payable under the within Contract or in the performance or observance of any of the agreements, obligations or conditions under the within contract or by time being given to the purchaser for any such payment, performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing us our Executors and Administrators.

This Guarantee shall also be a continuing Guarantee in the instance the vendor and the purchaser substitute a Contract in place of the Contract to which this Guarantee is attached and then this Guarantee will extend to a Guarantee on the substituted Contract and the purchaser under that Contract.

SIGNED SEALED AND DELIVERED

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	

SIGNED SEALED AND DELIVERED by the said)	
)	
Print Name.....)
in the presence of:)	Director (Sign)
)	
Witness.....)	



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE

VENDOR Gaurav Shashikantbhai Thakkar And Shivani Rajmohan Desai

LAND BEING SOLD That part of the land which is presently fenced and/or occupied by the Seller and contained only within the land described in Certificate of Title Volume: 12451` Folio: 857 and known as

STREET ADDRESS 28 Macara Street, Sunbury VIC 3429

IMPORTANT NOTICES TO PURCHASERS

MATTERS RELATING TO LAND USE - Information concerning any easement, covenant, charge or other similar restriction affecting the property (registered or unregistered) if any are set out in the documents attached.

- a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) is contained in the attached documents, where applicable.
- b) Particulars of any existing failure to comply with their terms are:- None to the Vendor's knowledge

However please note that underground electricity cables, sewers or drains may be laid outside registered easements without the vendor's knowledge.

There **is an** access to the property by road.

The land **is not** in a bushfire prone area.

The purchaser should make their own enquiries about whether structures are constructed over easements prior to signing as the property is sold subject to all easements, encumbrances, covenants, leases and restrictions (if any) and the purchaser, in signing this vendors statement acknowledges they shall make no claim or requisition regarding these matters.

Any mortgage (whether registered or unregistered) shall be discharged (unless otherwise agreed between the parties in the contract of sale) before the purchaser becomes entitled to possession or the rents and profits of the property

Information concerning any planning instrument -

Name of planning scheme :	Hume City Planning Scheme
The responsible authority is:	Hume City Council
Zoning and/or Reservation:	Urban Growth Zone
Name of Planning overlay:	Infrastructure Contributions Overlay Specific Controls Overlay

The property is sold subject to the restrictions contained in the planning scheme, regulations, any order or legislation and the purchaser shall not be entitled to make any objection to the vendor, nor seek compensation from the vendor regarding these restrictions.

Where the property is outside the metropolitan area (as defined in the Sale of Land Act 1962 (Vic)) the planning instrument may or may not prohibit the construction of a dwelling house on the property. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be in an area which is subject to special overlays which control subdivisions, building heights, environmental, wildfire management, significant landscape, design and development, heritage and vegetation issues. The purchaser should conduct appropriate inquiries prior to committing to buy.

Proposed Planning Scheme Amendments – this property may be subject to Planning Scheme Amendments proposed by the Responsible Authority. The purchaser should conduct appropriate inquiries prior to committing to buy.

The property may be inside or outside the Urban Growth Boundary Ministerial Direction No 10. The Urban Growth Boundary may or may not apply to this property. The purchaser should conduct their own inquiries prior to committing to buy.

FINANCIAL MATTERS IN RESPECT OF THE LAND- Information concerning the amount of annual rates, taxes, charges and other similar outgoings affecting the property and interest (if any) payable thereon (including any Owners Corporation Charges and Interest) are contained in the attached certificates or their total does not exceed: **\$6,500.00**

1. Hume City Council
2. Greater Western Water
3. Owners Corporation details
4. State Revenue Office Land Tax (if applicable)

There are no amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items above. Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:

1. Owners Corporation (if applicable) special levies
2. Land Tax if the property is not exempt as your principal place of residence
3. Annual increases in all outgoings if you purchase this property in the next rating period after this vendors statement was prepared.

The particulars of any Charge (whether registered or not) over the property imposed by or under any Act to secure an amount due under that Act are as follows: **Nil**

NON- CONNECTED SERVICES – The following services are not connected to the land:

Telephone

Purchasers should check with the appropriate authorities as to the availability of, and the cost of providing, any essential services not connected to the land. Unless you contact the supplying authority and take over the existing service, the services above will be disconnected on or before settlement and it will your responsibility to pay all costs to transfer or reconnect the services you require.

INFORMATION RELATING TO ANY OWNERS CORPORATION-

The land is NOT affected by an owners Corporation within the meaning of the Owners Corporations Act 2006.

EVIDENCE OF TITLE- Attached are copies of the following document/s concerning Title:

- (a) In the case of land under the Transfer of Land Act 1958, a copy of the Register Search Statement and the document, or part of the document, referred to as the diagram location in the Register Search Statement that identifies the land and its location;
- (b) In any other case, evidence of the vendor's authority to sell (where the vendor is not the registered proprietor of the land)
- (c) In the case of land that is subject to a subdivision-
 - I. If the plan of subdivision has not been registered, a copy of the plan of subdivision which has been certified by the relevant municipal council; or
 - II. If the plan of subdivision has not yet been certified, a copy of the latest version of the plan;
- (d) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the Subdivision Act 1988-
 - I. If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - II. Details of any requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with; and
 - III. Details of any proposals relating to subsequent stages that are known to the vendor; and
 - IV. A statement of the contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision
- (e) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed-
 - I. If the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - II. If the later plan has not yet been certified , a copy of the latest version of the plan

BUILDING PERMITS- Particulars of any building permit issued in the past seven years under the Building Act 1993 (where the property includes a residence):

Is contained in the attached certificate/s.

INSURANCE DETAILS IN RESPECT OF THE LAND- The contract provides that the land remains at the risk of the vendor before the purchaser is entitled to possession or receipts of rents and profits.

If there is a residence on the land which was constructed within the preceding 6 years by the vendor as an owner builder and which section 137B of the Building Act 1993 applies to the residence the required insurance details are attached.

The vendor makes no representations that the building and structures comply with all relevant statutes and local regulations. It is the purchaser's responsibility to make their own enquiries before entering in to a contract of sale to ensure they comply and shall not be entitled to make any objection, claim any compensation or require the vendor to perform any act due to a failure for the structures to comply with any regulation.

NOTICES MADE IN RESPECT OF LAND- 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 that the vendor might reasonably be expected to have knowledge are contained in certificates herein if applicable.

Whether there are any notices, property management plans, reports or order 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 are contained in certificates herein if applicable.

Whether there are any notices pursuant to Section 6 of the Land Acquisition and Compensation Act 1986 are contained in certificates herein if applicable.

VENDOR'S STATEMENT- I confirm that this statement has been prepared solely in accordance with my instructions and from the information and documents provided or approved by me and are true and correct. I understand that this statement is only current until any of the details contained herein change and will not hold KSON Conveyancing responsible if it is not updated or if it is used by any real estate agent other than those it is first forwarded to by KSON Conveyancing.

I have read the statement and its attachments and accept sole responsibility for the accuracy of the information contained herein or omissions made. I will keep the property and all improvements thereon full insured until the final settlement of this matter.

I certify that, other than those contained in this statement and its attachments, I am not aware of any:

- variation between the land occupied by me and the land described in the certificate/s of title (including the occupation of adjacent land which is not being sold herein) or any other rights over the land (such as a right of way)
- any proposal in relation to any other property which may affect the land being sold
- any failure to comply with a planning or building regulations or permit (including the failure to obtain a permit)
- the property being affected any flooding, landslip or other environmental issues
- any latent defects

DATE OF THIS STATEMENT

16th DAY OF October'

2025

Signature/s of Vendor/s

Gaurav
Gaurav (Oct 16, 2025 13:44:37 GMT+11)

Shivani
Shivani (Oct 17, 2025 13:39:10 GMT+11)

PURCHASER'S ACKNOWLEDGEMENTS-

The purchaser hereby acknowledges that they received a copy of this vendors statement executed by the vendor prior to entering in to any contract of sale. The Purchaser also acknowledges that the information herein is provided solely by the vendor and that no statement or representation contained herein are made by KSON Conveyancing as to anything in relation to the property. The purchaser agrees that if they require an updated owners corporation certificate they will apply and pay for the certificate or information.

DATE OF ACKNOWLEDGMENT

DAY OF

2025

Signature/s of Purchaser/s

.....

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

Page 1 of 1

VOLUME 12451 FOLIO 857

Security no : 124129045582R
Produced 16/10/2025 11:54 AM

LAND DESCRIPTION

Lot 1018 on Plan of Subdivision 847490F.
PARENT TITLE Volume 12451 Folio 760
Created by instrument PS847490F 02/02/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
GAURAV SHASHIKANTBHAI THAKKAR
SHIVANI RAJMOHAN DESAI both of 59 TOPCLIFFE CRESCENT TRUGANINA VIC 3029
AW582143P 24/02/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW582144M 24/02/2023
MACQUARIE BANK LTD

COVENANT PS847490F 02/02/2023

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU736298V 26/08/2021

DIAGRAM LOCATION

SEE PS847490F 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: 28 MACARA STREET SUNBURY VIC 3429

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 24/02/2023

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS847490F
Number of Pages (excluding this cover sheet)	11
Document Assembled	16/10/2025 11:54

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PLAN OF SUBDIVISION			LUV USE ONLY EDITION 1	PLAN NUMBER PS847490F
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH: BULLA BULLA</p> <p>TOWNSHIP:</p> <p>SECTION: 21</p> <p>CROWN ALLOTMENT: 4 (PART)</p> <p>CROWN PORTION: 15 (PART)</p> <p>TITLE REFERENCES: Vol.12451 Fol. 760</p> <p>LAST PLAN REFERENCE/S: PS847489P LOT M</p> <p>POSTAL ADDRESS: 170 LANCEFIELD ROAD (At time of subdivision) SUNBURY, 3429</p> <p>MGA2020 Co-ordinates E 302 980 (of approx centre of land in plan) N 5 838 820 ZONE 55</p>			<p>Council Name: Hume City Council</p> <p>Council Reference Number: S009539 Planning Permit Reference: P22067 SPEAR Reference Number: S174261C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Antonino Magazzu for Hume City Council on 15/12/2022</p> <p>Statement of Compliance issued: 25/01/2023</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for this plan at Statement of Compliance</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<p>LOTS 1 TO 1000 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN. LOT N COMPRISES OF 9 PARTS ON THIS PLAN</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. SEE SHEET 11 FOR FURTHER DETAILS. WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958</p> <p>OTHER PURPOSE OF THE PLAN:</p> <p>REMOVAL OF DRAINAGE & SEWERAGE EASEMENT E-3 ON PS847489P.</p> <p>REMOVAL OF DRAINAGE EASEMENT E-7 ON PS847489P.</p> <p>REMOVAL OF DRAINAGE & CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741 EASEMENT E-10 ON PS847489P.</p> <p>REMOVAL OF DRAINAGE & SEWERAGE EASEMENT E-13 ON PS847489P.</p> <p>GROUND FOR REMOVAL:</p> <p>BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.</p>	
ROAD R1 RESERVE No.1	HUME CITY COUNCIL HUME CITY COUNCIL			
NOTATIONS			<p>REMOVAL OF DRAINAGE & SEWERAGE EASEMENT E-3 ON PS847489P.</p> <p>REMOVAL OF DRAINAGE EASEMENT E-7 ON PS847489P.</p> <p>REMOVAL OF DRAINAGE & CREATION AND MAINTENANCE OF WETLANDS, FLOODWAY AND DRAINAGE AS SPECIFIED AND SET-OUT IN MEMORANDUM OF COMMON PROVISIONS NO. AA2741 EASEMENT E-10 ON PS847489P.</p> <p>REMOVAL OF DRAINAGE & SEWERAGE EASEMENT E-13 ON PS847489P.</p> <p>GROUND FOR REMOVAL:</p> <p>BY AGREEMENT OF ALL INTERESTED PARTIES UPON REGISTRATION OF THIS PLAN PURSUANT TO SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988.</p>	
<p>DEPTH LIMITATION DOES NOT APPLY</p> <p>STAGING THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. P22067</p> <p>SURVEY. THIS PLAN IS BASED ON SURVEY.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s): PM 32-34, 59, 61, 171, 174, 211-214, 230, 231, Bollinda PM 23, 24 & MMB 4674</p> <p>PROCLAIMED SURVEY AREA: 74</p> <p>KINGSFIELD 10 5.199ha</p>				
30 LOTS				
EASEMENT INFORMATION				
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS833862W PS833862W	HUME CITY COUNCIL CITY WEST WATER CORPORATION
E-2	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS837631V PS833849N	HUME CITY COUNCIL CITY WEST WATER CORPORATION
E-3	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS837631V PS837631V	HUME CITY COUNCIL CITY WEST WATER CORPORATION
E-4	DRAINAGE DRAINAGE	SEE PLAN SEE PLAN	PS837661L PS837661L	HUME CITY COUNCIL MELBOURNE WATER CORPORATION
E-5	SEWERAGE	SEE PLAN	PS837661L	GREATER WESTERN WATER CORPORATION
E-6	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	PS837661L PS837661L	HUME CITY COUNCIL GREATER WESTERN WATER CORPORATION
E-7	SEWERAGE	SEE PLAN	THIS PLAN	GREATER WESTERN WATER CORPORATION
E-8	DRAINAGE SEWERAGE	SEE PLAN SEE PLAN	THIS PLAN THIS PLAN	HUME CITY COUNCIL GREATER WESTERN WATER CORPORATION
SEE SHEET 2 FOR CONTINUATION				
<div style="display: flex; align-items: center;"> <div> <p style="font-size: 0.8em;">2640S10 VER H.DWG BC/BT</p> <p style="font-size: 1.5em; font-weight: bold;">SMC</p> <p style="font-size: 0.7em;">Melbourne Survey T 9869 0813</p> </div> </div>			<p>SURVEYOR REF: 2640s10</p> <p>Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (H), 27/09/2022, SPEAR Ref: S174261C</p>	
			<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 11</p>
			<p>PLAN REGISTERED TIME: 10:01AM DATE: 2/02/2023 R.D. Assistant Registrar of Titles</p>	

PLAN OF SUBDIVISION

PLAN NUMBER
PS847490F

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-9	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-10	WAY	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-11	DRAINAGE	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
	WAY	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
E-12	SEWERAGE	SEE PLAN	PS837639D	GREATER WESTERN WATER CORPORATION
E-13	SEWERAGE	SEE PLAN	PS841636L	GREATER WESTERN WATER CORPORATION

2640S10 VER H.DWG BC/BT

**SMEC**

T 9869 0813

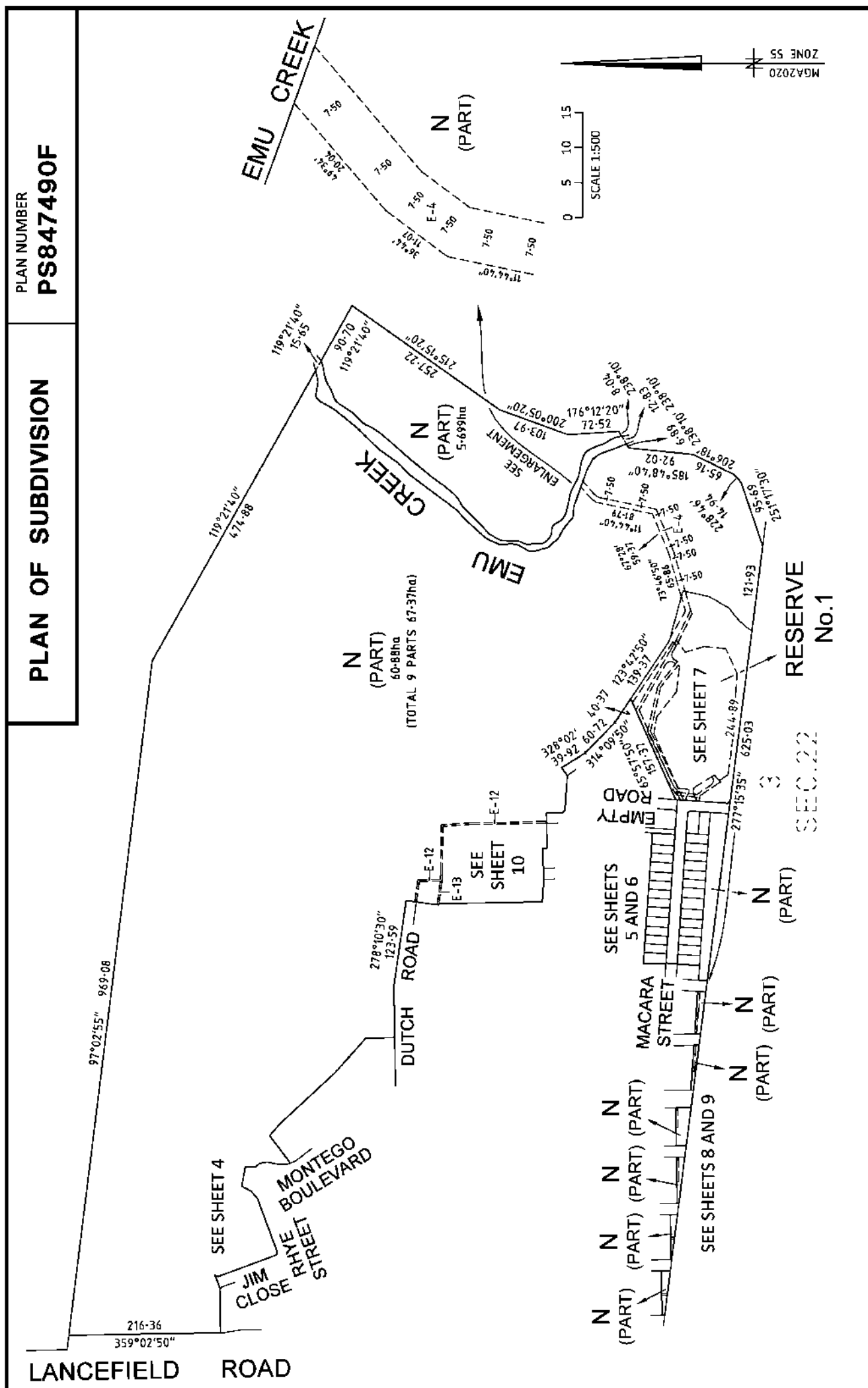
REF 2640s10


ORIGINAL SHEET
SIZE: A3

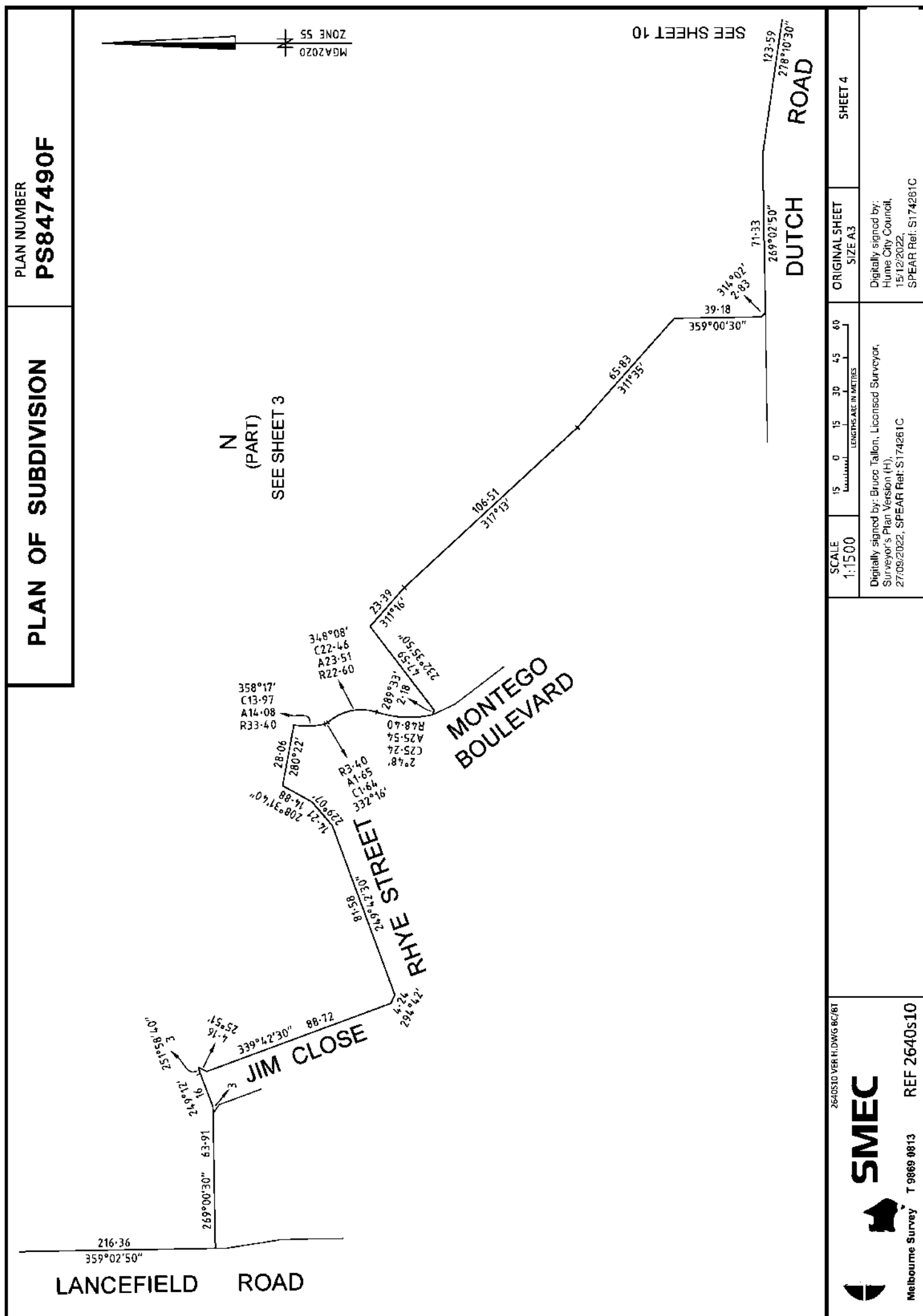
SHEET 2

Digitally signed by: Bruce Tallon, Licensed Surveyor,
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27/09/2022, SPEAR Ref: S174261C

Digitally signed by:
Hume City Council,
15/12/2022,
SPEAR Ref: S174261C



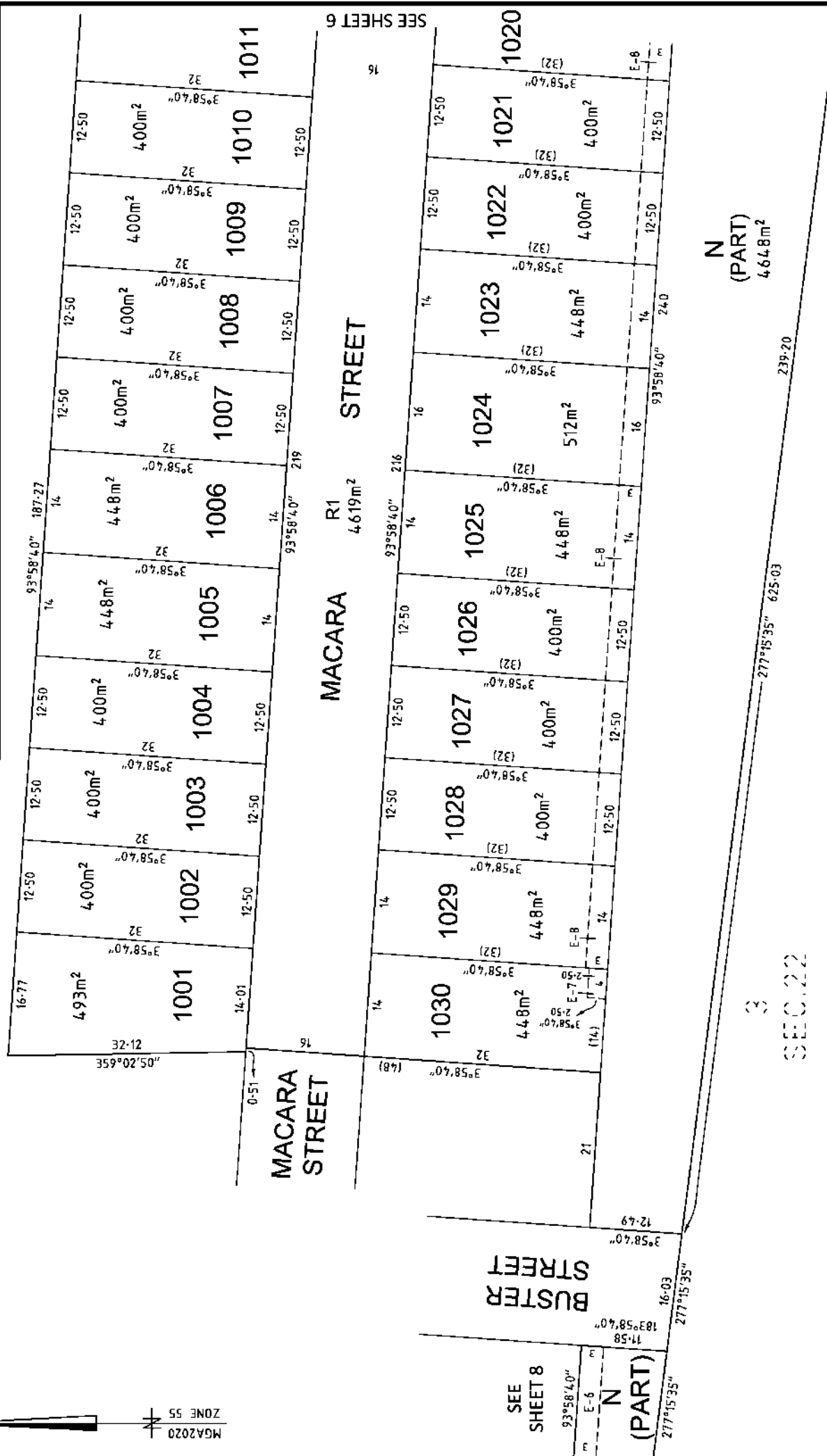
2640s10 VER H.DWG 8C/8T		SCALE 1:5000	50 0 50 100 150 200 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE A3	SHEET 3
 SMEC Melbourne Survey T 9869 0813 REF 2640s10		Digitally signed by: Bruce Tallon, Licensed Surveyor, Surveyor's Plan Version (H), 27/09/2022, SPEAR Ref: S174261C			
		Digitally signed by: Hume City Council, 15/12/2022, SPEAR Ref: S174261C			





PLAN OF SUBDIVISION

PLAN NUMBER
PS847490F



2640510 VER H.DWG 8C/8T



SMEC

Melbourne Survey T 9869 0813

REF 2640s10

SCALE
1:500

LENGTHS ARE IN METRES

5 10 15 20

ORIGINAL SHEET
SIZE A3

SHEET 5

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (H),
27/09/2022, SPEAR Ref: S174261C

Digitally signed by:
Hume City Council,
15/12/2022,
SPEAR Ref: S174261C

PLAN OF SUBDIVISION

PLAN NUMBER
PS847490F

CREATION OF RESTRICTION A

Upon registration of this plan the following restriction is created:

Land to Benefit: Lots 1001 to 1030 (Both Inclusive).

Land to be Burdened: Lots 1001 to 1030 (Both Inclusive).

Description of Restriction

The registered proprietor or proprietors for the time being of any lot forming part of the land described in this plan must not use the land, permit the use of the land, construct upon the land or allow construction upon the land other than in accordance with the memorandum of common provisions registered in dealing No. AA8765 and which memorandum of common provisions is incorporated in this plan.

2640S10 VER H.DWG BC/BT

ORIGINAL SHEET
SIZE: A3

SHEET 11



SMEC

Melbourne Survey T 9869 0813

REF 2640s10

Digitally signed by: Bruce Tallon, Licensed Surveyor,
Surveyor's Plan Version (H),
27/09/2022, SPEAR Ref: S174261C

Digitally signed by:
Hume City Council,
15/12/2022,
SPEAR Ref: S174261C



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 16/10/2025 11:54:48 AM

Status	Registered	Dealing Number	AU736298V
Date and Time Lodged	26/08/2021 11:34:13 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22100309

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12324/894

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	PASCOLE 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	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	26 AUGUST 2021

File Notes:

NIL

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

Statement End.



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Document Type	Instrument
Document Identification	AU736298V
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**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

HUME CITY COUNCIL
Council

- and -

LANCEFIELD ROAD LAND PARTNERS PTY LTD ACN 627 714 854
Owner

in relation to land at:
170 LANCEFIELD ROAD, SUNBURY 3429

5AMC:22100309

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

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

AU736298V

PARTIES:

1. **Hume City Council** of 1079 Pascoe Vale Road, Broadmeadows 3047
(Council)
2. **Lancefield Road Land Partners Pty Ltd ACN 627 714 854** of c/- Moremac Property Group,
Suite 11, Level 2, 856-860 Doncaster Road, Doncaster East 3109
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the responsible authority under the Act for the Land. Council is also the collecting agency and the development agency specified in the ICP and for the purposes of Part 3AB of the Act.
- R.3. Council enters into this Agreement in its capacity as the responsible authority, collecting agency and development agency.
- R.4. The PSP and the ICP apply to the Land.
- R.5. The ICP sets out the contribution required from individual land owners within the area covered by the ICP to the provision of:
 - a. works, services or facilities;
 - b. land for public purposes;
 - c. the reasonable costs and expenses of preparing the ICP and PSP.
- R.6. The ICP relevantly provides that:
 - a. where the Parcel Contribution Percentage of the land to be developed is less than the ICP Land Contribution Percentage for the relevant class of development, the Owner is required to pay the Land Equalisation Amount to Council at the time agreed with the collecting agency in an agreement pursuant to section 173 of the Act;
 - b. the collecting agency may accept works in lieu of payment of a Monetary Component;
 - c. where the collecting agency agrees to accept works in lieu of payment of a Monetary Component and the value of the works exceed the Owner's obligation to pay a Monetary Component, the Owner is entitled to a cash reimbursement for the value above their obligation, subject to the agreement of the collecting agency.
- R.7. Council has issued the Permit for the Land. The Permit relevantly requires the:
 - a. payment of the Monetary Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements; and
 - b. payment of the Land Component of the contribution under the ICP within the timeframe specified in the Permit unless an agreement is entered into with the collecting agency to provide for alternative arrangements.

R.8. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:

- a. satisfy the requirements of the Permit;
- b. set out the obligations of the Owner to pay the Monetary Component or, in lieu of payment, provide works specified in this Agreement that the collecting agency has agreed to accept in full or partial satisfaction of the obligation to pay the Monetary Component on the terms set out in this Agreement;
- c. document the arrangements for the payment of the Land Equalisation Amount to Council and the vesting of Inner Public Purpose Land in Council, at the time agreed between the parties;
- d. enable the Land to be developed prior to the gazettal of the Ultimate Contributions Plan;
- e. provide for the reconciliation of payments made under this Agreement pursuant to the Interim Contributions Plan with the amounts that would have been payable had the payments been made under the Ultimate Contributions Plan; and
- f. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

R.9. All Mortgagees or Caveators have consented to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

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

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Business Days** means a day that is not a Saturday, Sunday or a public holiday in Melbourne.
- 1.4. **Caveator** means the caveator identified in item 6 of Schedule 1.
- 1.5. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the ICP Construction Project has been completed to the satisfaction of Council.
- 1.6. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in item 8 of Schedule 1 to secure maintenance of the ICP Construction Project.
- 1.7. **Civil Maintenance Period** means the period specified in item 7 of Schedule 1 from the issue of a Certificate of Practical Completion for an ICP Construction Project.
- 1.8. **Community and Recreation Construction Levy** means the standard and any supplementary community and recreation construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the:
 - 1.8.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
 - 1.8.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,as applicable at the relevant time.
- 1.9. **Council** means:
 - 1.9.1. in its capacity as responsible authority, Hume City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.9.2. in its capacity as collecting agency, Hume City Council or its successor as the authority identified in the ICP as the collecting agency and includes its agents, officers, employees, servants, workers and contractors; and
 - 1.9.3. in its capacity as development agency, Hume City Council or its successor as the authority identified in the ICP as the development agency and includes its agents, officers, employees, servants, workers and contractors.
- 1.10. **Council Construction Plans** means the construction plans required to be prepared and submitted to Council pursuant to clause 5.2.2 of this Agreement, detailing the

road pavement works along Rye Street and Rolling Meadows Drive to the extent of Council responsibility, and all footpath and shared path works, and which form part of the ICP Construction Project.

- 1.11. **Credit** means a WIK Transport Credit and/or WIK Community Credit as applicable.
- 1.12. **Current Address for Service**
 - 1.12.1. for the Council means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the Council website; and
 - 1.12.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Council for any purpose or purposes relating to the Land.
- 1.13. **Current Email Address for Service**
 - 1.13.1. for the Council means contactus@hume.vic.gov.au, or any other email address listed on the website of the Council; and
 - 1.13.2. for the Owner means any email address provided by the Owner to the Council for the express purpose of electronic communication regarding this Agreement.
- 1.14. **Demand Unit** means each hectare of Net Developable Land or such other measure provided for under the ICP.
- 1.15. **DoT** means the Department of Transport or its successor, and includes its agents, officers, employees, servants, workers and contractors.
- 1.16. **DoT Construction Plans** means the construction plans required to be prepared and submitted to DoT pursuant to clause 5.2.2 of this Agreement, detailing the road pavement works along Lancefield Road and other local roads to the extent of DoT responsibility, and which form part of the ICP Construction Project.
- 1.17. **Endorsed Plans** means the plans endorsed under the Permit, as amended from time to time.
- 1.18. **GAIC** means the Growth Areas Infrastructure Charge under the Act.
- 1.19. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.20. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.21. **ICP Construction Project** means a project for the construction of works identified in the ICP Construction Projects Table in Schedule 2, which comprises such part of the construction project included in the ICP as identified in Column B of Schedule 2 and described in Column A of Schedule 2.
- 1.22. **ICP Land Contribution Percentage** means the ICP land contribution percentage for the relevant class of development applicable to the Land identified in the:
 - 1.22.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or

- 1.22.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
as applicable at the relevant time.
- 1.23. **ICP** means the Interim Contributions Plan or, after the gazettal of the Ultimate Contributions Plan, the Ultimate Contributions Plan as applicable at the relevant time.
- 1.24. **Indexation** has the meaning identified in the ICP and in the event that one or more of the listed indexes is no longer available then the Council will nominate a replacement index.
- 1.25. **Inner Public Purpose Land** means any inner public purpose land to be vested in Council in accordance with the ICP.
- 1.26. **Interim Contributions Plan** means the *Sunbury South and Lancefield Road Infrastructure Contribution Plan, November 2019* which was introduced by Amendment C230 to the Planning Scheme, or any successor approved contributions plan within the meaning of Part 3AB of the Act that is expressed to be an interim plan.
- 1.27. **Land Component** has the same meaning as in section 46GE of the Act.
- 1.28. **Land Equalisation Amount** means any land equalisation amount applicable to the Land subject to Indexation and as adjusted from time to time, pursuant to the:
- 1.28.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
- 1.28.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
as applicable at the relevant time.
- 1.29. **Land** means the land identified in item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.30. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the ICP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.31. **Monetary Component** means the standard levy and any supplemental levy required to be paid in respect of the Land, as indexed from time to time, pursuant to the:
- 1.31.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
- 1.31.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
as applicable at the relevant time.
- 1.32. **Mortgagee** means the mortgagee identified in item 5 of Schedule 1 and any subsequent person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

- 1.33. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.34. **Parcel Contribution Percentage** means the parcel contribution percentage applicable to the Land identified in the:
- 1.34.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
 - 1.34.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,
- as applicable at the relevant time.
- 1.35. **party or parties** means the Owner and the Council under this Agreement as appropriate.
- 1.36. **Permit** means the planning permit identified in item 4 of Schedule 1, which was issued by Council in its capacity as responsible authority, as amended from time to time.
- 1.37. **Planning Scheme** means the Hume Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.38. **PSP** means the document identified in item 2 of Schedule 1, which is incorporated into the Planning Scheme.
- 1.39. **Public Infrastructure Plan** means a plan labelled 'Public Infrastructure Plan' approved from time to time by Council under the Planning Permit.
- 1.40. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.41. **Schedule** means a schedule to this Agreement.
- 1.42. **Schedule of Contributions** means the items submitted to and approved by Council under condition 16 of the Permit.
- 1.43. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.44. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988* (Vic).
- 1.45. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.
- 1.46. **Transport Construction Levy** means the standard and supplementary transport construction levy forming part of the Monetary Component, required to be paid in respect of the Land, as indexed from time to time, pursuant to the:
- 1.46.1. Interim Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay; or
 - 1.46.2. Ultimate Contributions Plan and the relevant Schedule to the Infrastructure Contributions Overlay,

as applicable at the relevant time.

- 1.47. **Ultimate Contributions Plan** means an approved contributions plan within the meaning of Part 3AB of the Act which is to be applied to the Land and other land and which is to be incorporated into the Planning Scheme after the execution of this Agreement that is not expressed to be an interim plan.
- 1.48. **WIK Community Credit** means a credit against the Owner's liability to pay the Community and Recreation Construction Levy in the amount specified in a notice in writing from Council and which is fixed in the amount specified in Column C of Schedule 2 for an ICP Construction Project, and not subject to any further adjustment other than an adjustment required to reflect any change to the cost of an ICP Construction Project in the Ultimate Contributions Plan; and
- 1.49. **WIK Transport Credit** means a credit against the Owner's liability to pay the Transport Construction Levy in the amount specified in a notice in writing from Council and which is fixed in the amount specified in Column D of Schedule 2 for an ICP Construction Project, and not subject to any further adjustment other than an adjustment required to reflect any change to the cost of an ICP Construction Project in the Ultimate Contributions Plan.

2. INTERPRETATION

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

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY MONETARY COMPONENT

3.1. Payment of the Monetary Component

The Owner must pay the Monetary Component:

- 3.1.1. in accordance with the Permit; and
- 3.1.2. offset by the Owner's entitlement to a WIK Transport Credit under this Agreement.

For the avoidance of doubt the parties agree that where the:

- 3.1.3. Owner's entitlement to a WIK Community Credit exceeds the Owner's obligation to pay the Community and Recreation Construction Levy, the Owner will still be required to pay the Transport Construction Levy in full, offset by any entitlement to a WIK Transport Credit; and
- 3.1.4. Owner's entitlement to a WIK Transport Credit exceeds the Owner's obligation to pay the Transport Construction Levy, the Owner will still be required to pay the Community and Recreation Construction Levy in full, offset by any entitlement to a WIK Community Credit.

3.2. Time for payment of the Monetary Component

The Owner must pay the Monetary Component pursuant to clause 3.1 applicable to a Stage prior to the issue of a Statement of Compliance for that Stage.

3.3. Entitlement to a WIK Transport Credit

The Owner agrees that it will be entitled to a WIK Transport Credit for a Stage if:

- 3.3.1. there is an existing WIK Transport Credit in excess of the liability to pay the Transport Construction Levy for that Stage, in which event the WIK Transport Credit will be applied in accordance with clause 6 of this Agreement; or
- 3.3.2. there is an existing WIK Transport Credit which is less than the liability to pay the Transport Construction Levy for that Stage, in which event the Monetary Component will be reduced by the amount of the WIK Transport Credit; or
- 3.3.3. there is a combination of the circumstances described above in clauses 3.3.1, or 3.3.2.

4. LAND PROJECTS

4.1. Provision of Inner Public Purpose Land

- 4.1.1. The Owner agrees that it must, as a part of the subdivision of each Stage, vest in Council any Inner Public Purpose Land contained within that Stage at the time specified in the Schedule of Contributions.
- 4.1.2. If the Owner does not vest the Inner Public Purpose Land within the timeframe required by clause 4.1.1 Council may at its absolute discretion:
 - 4.1.2.1. further extend the relevant timeframe in writing; or

- 4.1.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe.

4.2. **Condition of the land**

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

- 4.2.1. free of all encumbrances;
- 4.2.2. free from contamination;
- 4.2.3. have any liability for GAIC discharged prior to it being vested in Council, and to the extent that it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council; and
- 4.2.4. accompanied by a certificate from the State Revenue Office certifying that all GAIC (if applicable) or any tax liabilities in respect of the land have been discharged.

unless otherwise agreed to in writing by Council.

4.3. **Survival of liability clause**

The Owner agrees that clause 4.2.3 survives the termination or ending of this Agreement.

4.4. **No further compensation payable**

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

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

- 4.5.1. The Owner must pay the Land Equalisation Amount for a Stage:
 - 4.5.1.1. to the collecting agency;
 - 4.5.1.2. prior to the issue of a Statement of Compliance for the relevant Stage, unless otherwise agreed in writing by Council; and
 - 4.5.1.3. in accordance with Schedule 3 and the Schedule of Contributions.

5. **ICP CONSTRUCTION PROJECTS**

5.1. **Construction**

The Owner agrees that it must construct an ICP Construction Project:

- 5.1.1. at its own cost;
- 5.1.2. in accordance with the designs and plans approved under clause 5.2;

- 5.1.3. in compliance with all applicable laws and permits, consents and approvals;
- 5.1.4. within the time specified for the ICP Construction Project in Column E of Schedule 2 of this Agreement; and
- 5.1.5. to the satisfaction of Council.

5.2. **Delivery**

The parties agree that if the Owner does not deliver an ICP Construction Project within the timeframe specified in Column E of Schedule 2 of this Agreement, Council may at its absolute discretion:

- 5.2.1. further extend the relevant timeframe in writing; or
- 5.2.2. refuse to issue any further Statement of Compliance until such time as the Owner has complied with the relevant timeframe or extended timeframe.

5.3. **Designs and approval**

The Owner agrees that prior to commencing any works for an ICP Construction Project, it must, at its own cost:

- 5.3.1. Prepare a functional layout plan for the ICP Construction Project generally in accordance with the PSP and ICP to Council's satisfaction and submit that functional layout plan to Council for its support;
- 5.3.2. Once the functional layout plan is supported by Council pursuant to clause 5.3.1:
 - 5.3.2.1. Prepare the DoT Construction Plans to DoT's satisfaction and submit those plans to DoT for approval; and
 - 5.3.2.2. Prepare the Council Construction Plans to Council's satisfaction and submit those plans to Council for approval;
- 5.3.3. Once the DoT Construction Plans and Council Construction Plans are approved by DoT and Council as relevant pursuant to clause 5.3.2, obtain all other necessary permits, consents and approvals for the ICP Construction Project.

5.4. **Maintenance of ICP Construction Projects**

The Owner agrees that, upon the issue of a Certificate of Practical Completion for an ICP Construction Project, it must:

- 5.4.1. provide the following to Council:
 - 5.4.1.1. a copy of as-built plans and any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the ICP Construction Project;
 - 5.4.1.2. the cost and value of that part of the ICP Construction Project shown in the Council Construction Plans, and that part of the ICP Construction Project shown in the DoT Construction Plans;

5.4.1.3. a copy of any permit, consent or approval obtained for the ICP Construction Project; and

5.4.1.4. the Civil Maintenance Bond for the ICP Construction Project.

5.4.2. maintain the ICP Construction Project in good order, condition and repair for the Civil Maintenance Period to the satisfaction of Council.

5.5. Issue of a Certificate of Practical Completion

Upon the completion of an ICP Construction Project to Council's satisfaction and in accordance with this Agreement, Council will issue a Certificate of Practical Completion for the ICP Construction Project.

5.6. Application of the Civil Maintenance Bond

Council may use the Civil Maintenance Bond to undertake works to ensure the good order, condition and repair of the Construction Project in the event that:

5.6.1. any part the Construction Project is not maintained to Council's satisfaction during the Civil Maintenance Period; and

5.6.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works required by Council.

5.7. Return of Civil Maintenance Bond

Council will return the Civil Maintenance Bond at the written request of the Owner following completion of the Civil Maintenance Period, less any monies used by Council in accordance with clause 5.6.

6. WIK TRANSPORT CREDIT

6.1. Issue of a Credit

Council agrees that it will issue the Owner with the WIK Transport Credit upon the commencement of this Agreement.

6.2. Application of the WIK Transport Credit

Council agrees that:

6.2.1. after the issue of a WIK Transport Credit, the Owner will not be required to make cash payments towards the Owner's obligation to pay the Transport Construction Levy until any WIK Transport Credit has been exhausted as determined in accordance with clause 6.3; and

6.2.2. prior to the issue of a Statement of Compliance for a Stage, Council must deduct the amount of the Transport Construction Levy payable in relation to that Stage from any WIK Transport Credit and notify the Owner in writing of the remaining WIK Transport Credit.

6.3. Exhaustion of the WIK Transport Credit

When the amount of the Transport Construction Levy payable in relation to a Stage exceeds the amount of any WIK Transport Credit remaining:

- 6.3.1. Council must notify the Owner in writing that the WIK Transport Credit has been or will be exhausted;
- 6.3.2. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of the Transport Construction Levy payable in relation to that Stage that exceeds the amount of any WIK Transport Credit remaining prior to the issue of the Statement of Compliance for that Stage; and
- 6.3.3. in relation to subsequent Stages, the Owner must pay the Transport Construction Levy in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further WIK Transport Credit is issued by Council.

7. FURTHER OBLIGATIONS

7.1. Levy Reconciliation

- 7.1.1. Council and the Owner agree that if the Ultimate Contributions Plan provides for a different Monetary Contribution, Land Equalisation Amount and/or total cost of an ICP Construction Project to that in the Interim Contributions Plan, within 60 days of a written request by the other party, the Owner and/or Council (as relevant) must pay or refund as the case may be, the sum of money required to ensure that any Credit applied and/or payments made accord with the Ultimate Contribution Plan in respect of each Demand Unit for which a Credit has been applied and/or payment has been made.
- 7.1.2. In calculating any further payment required from the Owner or Council under clause 7.2.1, the payment(s) made under the Interim Contributions Plan must be adjusted for Indexation from the date(s) the relevant payment(s) were made.

7.2. Further Actions to Implement Ultimate Contributions Plan

- 7.2.1. The Owner agrees that it will within 28 days of a written request by Council made after the gazettal of the Ultimate Contributions Plan:
 - 7.2.1.1. Amend Schedules 2 and 3 of this Agreement to input/update the final rates set out in the Ultimate Contributions Plan; and/or
 - 7.2.1.2. If required by Council, do all things necessary to affect an amendment to this Agreement or enter into a replacement agreement required to give proper and fulsome effect to the Ultimate Contributions Plan and related ordinance within the Planning Scheme.
- 7.2.2. The Owner agrees that Council may at its discretion withhold a Statement of Compliance until such time as any request under clause 7.2.1 is complied with.

8. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 8.1. it is the registered proprietor (or entitled to be so) of the Land;
- 8.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 8.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 8.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 8.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 8.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 8.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 8.5.3. the cancellation or alteration of this Agreement in the Register.
- 8.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 8.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 8.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 8.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

9. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 9.1. This Agreement relates only to infrastructure that is set out in the ICP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under ICP; and
- 9.2. Compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

10. GST

The Parties agree that:

- 10.1. Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;
- 10.2. A supply under this Agreement of:
- 10.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;
 - 10.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:
 - 10.2.2.1. the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
 - 10.2.2.2. is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
 - 10.2.2.3. is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
 - 10.2.2.4. is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);
- will be exempt from GST.
- 10.3. The recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a party's entry into this document; and
- 10.4. A party is not obliged, under clause 10.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

11. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 11.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 11.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
- 11.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or

11.2.2. where a clearance certificate is not provided in accordance with clause 11.2.1:

11.2.2.1. if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;

11.2.2.2. if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and

11.2.3. if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

11.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

11.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

12. FURTHER ASSURANCE

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

13. AMENDMENT

13.1. This Agreement may be amended only in accordance with the requirements of the Act.

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

14. NO WAIVER

The Parties agree that:

14.1. no waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:

14.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

14.1.2. a waiver or release any party from compliance with any provision, condition or requirement in the future; and

14.2. any delay or omission of any party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

15. NO FETTERING OF POWERS OF COUNCIL

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

16. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

17. NOTICES

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

17.1. not later than two Business Days after being deposited in the mail with postage prepaid;

17.2. when delivered by hand;

17.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or

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

18. COSTS ON DEFAULT

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

19. INVALIDITY OF ANY CLAUSE

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

20. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also

be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

21. JOINT OBLIGATIONS

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

22. ENTIRE AGREEMENT

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

23. COUNTERPARTS

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

24. COMMENCEMENT AND ENDING OF AGREEMENT

- 24.1. This Agreement will commence:
 - 24.1.1. on the date that it bears; or
 - 24.1.2. if it bears no date, on the date it is recorded in the Register.
- 24.2. This Agreement will end:
 - 24.2.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
 - 24.2.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
 - 24.2.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;
- 24.3. Once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the 15 July 2021

in the presence of:


COUNCILLOR


Interim CHIEF EXECUTIVE OFFICER



**EXECUTED by LANCEFIELD ROAD LAND
PARTNERS PTY LTD ACN 627 714 854 in
accordance with Section 127 of the Corporations
Act 2001:**

Director

Director / Secretary

Full Name

Full Name

Date:

Date:

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

THE COMMON SEAL of HUME CITY COUNCIL

was hereto affixed on the

in the presence of:

COUNCILLOR

CHIEF EXECUTIVE OFFICER

EXECUTED by LANCEFIELD ROAD LAND
PARTNERS PTY LTD ACN 627 714 854 in
accordance with Section 127 of the Corporations
Act 2001:

Director

Full Name

Date: 28/4/2021

Director / Secretary

Full Name

Date:

MORTGAGEE CONSENT

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

DATED: 18/05/2021

Executed for and on behalf of **RMBL Investments Ltd**

Signed for and on behalf of RMBL Investments Limited ACN 004 493 789 by two (2) of its attorneys:

- 1) **Alexine Pauline Margaret Courtney**
- 2) **Surinder Gurdial**

Before me;


.....
Signature of Witness

Marian Barnett
.....

Name of Witness

RMBL Investments Limited by two (2) of its appointed attorneys:


.....

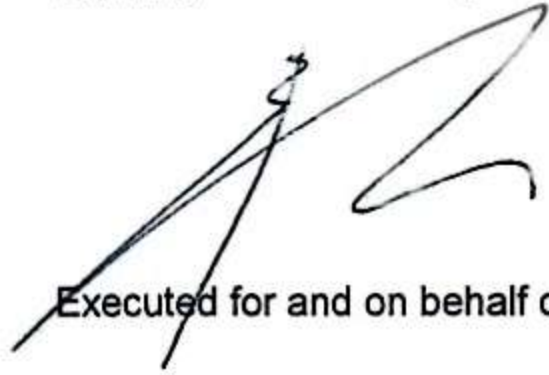
Under Power of Attorney dated 28th October 2015

A certified copy of which is filed in Permanent order Book No 277 at page 036 Item 03.

MORTGAGEE CONSENT

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

DATED: 23/4/21

A handwritten signature in black ink, appearing to be a stylized 'A' or 'Z' with a long horizontal stroke.

Executed for and on behalf of **Wincity Development Pty Ltd**

AU736298V

Schedule 1

Item 1 – Land	Certificate of Title Volume 12324 Folio 894
Item 2 – Precinct Structure Plan	<i>Lancefield Road Precinct Structure Plan June 2018 (amended November 2019)</i>
Item 3 – Interim Infrastructure Contributions Plan	<i>Sunbury South and Lancefield Road Infrastructure Contribution Plan November 2019</i>
Item 4 – Permit	P22067.02
Item 5 – Mortgagee & Instrument/s of Mortgagee	RMBL Investments Ltd under Instrument of Mortgage No. AS092540U Wincity Development Pty Ltd under Instrument of Mortgage No. AS092541S
Item 6 – Caveator & Instrument of Caveat	NA
Item 7 – Civil Maintenance Period	12 months
Item 8 – Civil Maintenance Bond Amount	NA

Schedule 2

ICP CONSTRUCTION PROJECTS TABLE

A – ICP Project Number and Description	A1 – Total ICP Project Value	B – Extent of ICP Project	C – WIK Community Credit	D – WIK Transport Credit (in July 2020 dollars)	E – Timing for delivery
LR-IN-02 Construction of interim 4-way signalised intersection	\$7,064,631 ¹	Whole of Project	NA	\$7,164,464	Prior to Statement of Compliance for the first lot in Stage 4 or by 1 July 2022 (whichever is the earlier), unless otherwise agreed to in writing by Council prior to that date

¹ Value as specified in the ICP.

SCHEDULE 3

ICP LAND PROJECTS TABLE

Parcel Summary	ICP Land Contribution Percentage	Parcel Contribution Percentage	Over providing or under providing?	Land Credit Amount payable to Owner	Land Equalisation Amount payable to Council
PSP Parcel ID LR-23	9.75%	6.95%	Under providing	NA	\$2,463,711.67 ²

² Value as specified in the ICP, subject to Indexation and as adjusted from time to time in accordance with this Agreement.



Rates and charges instalment notice

For the period 1 July 2024 to 30 June 2025

Enquiries: 9205 2200

PROPERTY OWNER
G S THAKKAR & S R DESAI
59 TOPCLIFFE CRESC
TRUGANINNA VIC 3029

PROPERTY NUMBER 747078
PAYMENT REFERENCE 7470784
DATE OF ISSUE 10/04/2025

For emailed notices:
hume-enquiries@hume.vic.gov.au
Reference: 175370209K



Q&A
Notice
Doc: 8128

PROPERTY DETAILS

28 MACADAM ST SUNBURY VIC 3429
Lot 1018 PS 847490E Vd 12451 For B17
Cement Drivale Quarry Subdivision THAKKAR DESAI RAMMOHAN DESAI

Site Value	Capital Improved Value	Net Annual Value
\$266,000	\$265,000	\$14,750

Level of Value Date: 01/01/2024
Date Adopted for Rating Purposes: 01/07/2024

RATES AND CHARGES

4th Instalment
TOTAL PAYABLE BY 31/05/2025

This notice includes payments made to 08/04/2025

\$264.00
\$204.00

INSTALLMENT AMOUNT DUE
\$264.00
DUE DATE
31/05/2025

Customer Service Centres

Brackendown 1079 Epsom Road
Cheltenham 75/25 Central Drive
Sunbury 44 Macleod Street
Camberley 84/100 Macleod Street

Contact Council

PO BOX 118 DALLAS SDAT
Phone: 9205 2200
Email: contact@hume.vic.gov.au
hume.vic.gov.au



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WEST SIDE

Building Surveying (Aus) Pty Ltd
ABN: 79 649 242 240

Phone: 9741 3432

Fax:

Unit 1/49-55 Riverside Avenue
Werribee 3030

Application Number: 41823-25

FORM 2

Regulation 37(1)

Building Act 1993
Building Regulations 2018

BUILDING PERMIT

Building Permit No. BS-U 17998/7159408584208

Issued to

Agent of Owner

Aston Homes

ACN / ARBN

Postal Address

1/11 Cooper Street Campbellfield

Postcode **3061**

Email

permits@astonhomes.com.au

Address for serving or
giving of documents:

1/11 Cooper Street Campbellfield

Postcode **3061**

Contact Person

Christina Ascenzo

Telephone **1300 616 204**

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

Owner

Gaurav Shashikantbhai Thakkar

ACN / ARBN

Postal Address

59 Topcliffe Crescent Truganina

Postcode **3029**

Email

Gau_20587@yahoo.co.in

Contact Person

Gaurav Shashikantbhai Thakkar

Telephone **0430 216 127**

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

Owner

Shivani Rajmohan Desai

ACN / ARBN

Postal Address

59 Topcliffe Crescent Truganina

Postcode **3029**

Email

livelyshivani@gmail.com

Contact Person

Shivani Rajmohan Desai

Telephone **0433 532 389**

Property Details [include title details as and if applicable]

Number **28**

Street/Road **Macara Street**

Suburb **Sunbury**

Postcode **3429**

Lot/s **1018**

LP/PS **PS847490F**

Volume **12451**

Folio **857**

Crown allotment

Section No

Parish

County

Municipal District **City of Hume**

Builder

Name

Aston Homes Pty Ltd

Telephone **03 7303**

2700

Address

1/11 Cooper Street Campbellfield 3061

Page 1 of 4

*BUILDING PERMITS

* BUILDING DEVELOPMENT CONSULTANTS
Email:permits@westsidesurveying.com.au

* BUILDING INSPECTIONS

ACN/ARBN: **611 790 642**

Building practitioner **CDB-U 51183**
registration no:

Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Victor Pisevski-Aston Homes Pty Ltd	CDB-U	CDB-U 51183

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

Name	Category/class	Registration Number
Victor Pisevski-Aston Homes Pty Ltd	CDB-U	CDB-U 51183
Lei Yi-ENGINEERING PROJECTS	PE	0002719

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **vmia**

Insurance policy number : **C930977**

Insurance policy date : **27/11/2024**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

Date of grant of Planning Permit: **N/A**

Nature of Building Work

Description: **Construction of single storey dwelling & garage**

Does the building work relate to a small second dwelling? **No**

Storeys contains: **1**

Rise in storeys: **n/a**

Effective height: **n/a**

Type of construction: **n/a**

Version of BCA applicable to permit: **NCC Vol 2 2022**

Cost of Building Work: **\$319,561.00**

Total floor area of new building work in m²: **253**

Building classification

Part of Building: **Dwelling**

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

Part of Building: **Associated Garage**

BCA Classification: **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
BP1.1, BP1.2, FP1.4, P21.1.1, P2.2.2	Unitex Base Board - Non -cavity

Prescribed Reporting Authorities

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

Reporting Authority	Matter Reported On Or Consented To	Regulation no
City of Hume	Legal Point of Discharge	Regulation 133 - Stormwater drainage

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. Pier Holes Inspection
2. Pre-Slab Inspection
3. Steel for Slab Inspection
4. Framework Inspection
5. Final Inspection

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

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

Commencement and Completion

This building work must commence by 14 March 2026

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 14 March 2027

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

Conditions

This permit is subject to the following conditions

1. It is the responsibility of the owner to ensure that any trees within or surrounding the allotment are maintained in their current form in accordance with the Soil Report and Engineers notations. If any trees are allowed to grow an amendment will need to be obtained or if after an Occupancy/Final Certificate has been issued a separate Building Permit will need to be obtained to install a moisture/root barrier to an Engineer Certified design.
2. Prior to the commencement of building work the owner/builder must obtain any additional permits or approvals that the Relevant Council may require in relation to;
 - local laws
 - vehicle crossover
 - asset protection permits
 - stormwater connection permits where the council has not supplied a connection point within the allotment boundary
3. The building work shall be carried out wholly from within the allotment (i.e. brickwork laid-overhand) and without removing the existing boundary fences (unless otherwise agreed to by the adjoining owner). Works along boundary must be done from within boundary. No use of adjoining land or air space permitted
4. No part of the building work is to encroach over the title boundary.
5. All plumbing work must be carried out by a licensed plumber and approved by the relevant authority
6. Subject to Section 10(2) of the Building Act the Relevant Building Surveyor has been satisfied that substantial progress was made on the design of the building prior to the adoption of the NCC 2022 Volume 2, (Housing Provision Standard). Therefore the new requirements of 7 star Energy Rating, Energy Efficiency Part H6 and Livable Housing Design Standard 2022 do not apply.
7. As subject site is designated termite prone area, the construction must comply with AS 3660.1 -2014 [Protection of Buildings from Subterranean Termites in New Buildings].
8. Prior to construction of the Framework is commenced, the applicant is required to provide Structural Roof and/or truss schedules, layouts, design computations and certification certificates a minimum 7 days prior to booking in a Framework Inspection to the Relevant Building Surveyor.
9. This building permit has been assessed in accordance with the Building Regulations 2018. It is the owner's responsibility to ensure that they are achieving compliance with any covenants and 173 agreements which have been registered on the title. Westside building Surveying will take no responsibility or liability for matters which relate to a non compliance with a restrictive

Relevant Building Surveyor

Name: **James Reardon**

Address: **Unit 1, 49-55 Riverside Avenue Werribee 3030**

Email: **permits@westsidesurveying.com.au**

Building practitioner registration no.: **BS-U 17998**

Municipal district: **City of Hume**

Permit no.: **BS-U 17998/7159408584208**

Date of issue of permit: **14 March 2025**

Signature:

A handwritten signature in blue ink, appearing to read 'James Reardon', written over a set of horizontal lines.



WEST SIDE

Building Surveying (Aus) Pty Ltd
ABN: 79 649 242 240

Phone: 9741 3432

Fax:

Unit 1/49-55 Riverside Avenue
Werribee 3030

Application Number: 41823-25

FORM 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property Details

Number: 28	Street/Road: Macara Street	Suburb: Sunbury	Postcode: 3429
Lot/s: 1018	LP/PS: PS847490F	Volume: 12451	Folio: 857
Crown: allotment	Section: No	Parish:	County:

Municipal District: **City of Hume**

Building permit details

Building permit number: **BS-U 17998/7159408584208**

Version of BCA applicable to building permit: **NCC 2022 Volume Two**

Description: **Construction of single storey dwelling & garage**

Building Details

Part of building to which permit applies:	Dwelling
Permitted use:	Residential
BCA Class of building:	1a(a)
Maximum permissible floor live load:	1.5kPa
Maximum number of people to be accommodated:	
Part of building to which permit applies:	Associated Garage
Permitted use:	Residential
BCA Class of building:	10a
Maximum permissible floor live load:	1.5kPa
Maximum number of people to be accommodated:	

Storeys contained: **1**

Rise in storeys (for Class 2-9 buildings): **n/a**

Effective height: **n/a**

Type of construction: **21** **n/a**

Performance solution

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

Page 1 of 2

Relevant performance requirement	Details of performance solution
BP1.1, BP1.2, FP1.4, P21.1.1, P2.2.2	Unitex Base Board - Non -cavity

Reporting authorities

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

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
City of Hume	Legal Point of Discharge	Regulation 133 - Stormwater drainage

Suitability for occupation

At the date this occupancy permit is issued, the Construction of single storey dwelling & garage to which this permit applies is suitable for occupation.

An occupancy permit issued under Section 46 of the Building Act is evidence that the building or part of a building to which it applies is suitable for occupation. An occupancy permit issued under this Division is not evidence that the building or part of a building to which it applies complies with this Act or the building regulations.

Inspection Records


Pier Holes Inspection
Pre-Slab Inspection
Steel for Slab Inspection
Final Inspection
Re-Framework Inspection

Approval Date

09/04/2025
16/04/2025
17/04/2025
15/08/2025
26/05/2025

Relevant Building Surveyor

Name: **James Reardon**
Address: **Unit 1, 49-55 Riverside Avenue Werribee 3030**
Email: **james@westsidesurveying.com.au**
Building practitioner registration no.: **BS-U 17998**
Municipal district name: **City of Hume**
Occupancy Permit no. **BS-U 17998/7159408584208**
Date of issue: **15 August 2025**
Date of final inspection **15 August 2025**
Signature:



Domestic Building Insurance

Certificate of Insurance

Gaurav Shashikantbhai Thakkar, Shivani Rajmohan Desai

59 Topcliffe Cres
TRUGANINA
VIC 3029

Policy Number:

C930977

Policy Inception Date:

27/11/2024

Builder Account Number:

007841

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

Policy Schedule Details

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

At the property: **28 Macara St SUNBURY VIC 3429 Australia**

Carried out by the builder: **ASTON HOMES PTY LTD**

Builder ACN: **611790642**

! 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): **Gaurav Shashikantbhai Thakkar, Shivani Rajmohan Desai**Pursuant to a domestic building contract dated: **27/11/2024**For the contract price of: **\$ 319,561.00**Type of Cover: **Cover is only provided if ASTON 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.



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

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.

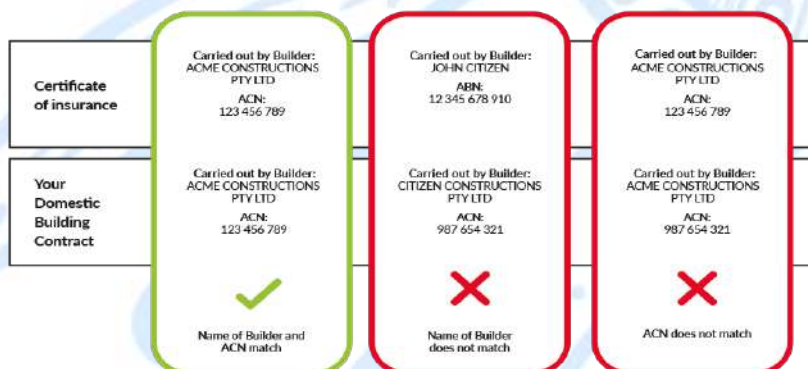
Issued by Victorian Managed Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$4,077.00
GST:	\$407.70
Stamp Duty:	\$403.62
Total:	\$4,888.32

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 examples of what to look for



Created at 16 October 2025 12:31 PM

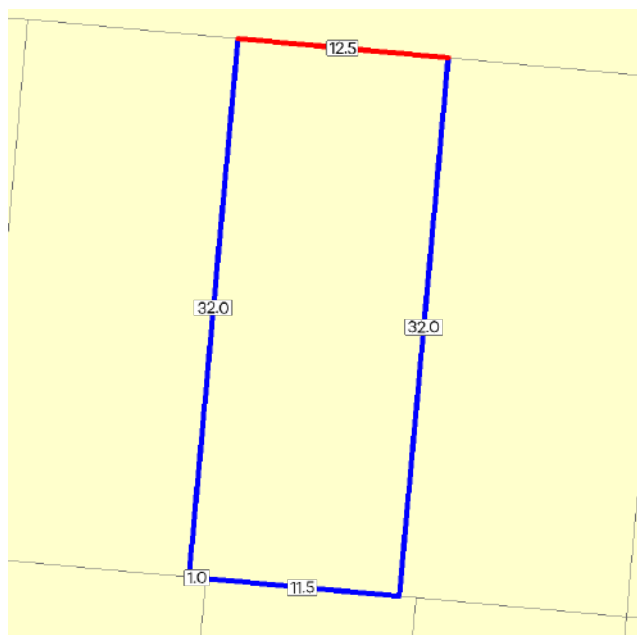
PROPERTY DETAILS

Address: **28 MACARA STREET SUNBURY 3429**
Lot and Plan Number: **Lot 1018 PS847490**
Standard Parcel Identifier (SPI): **1018\PS847490**
Local Government Area (Council): **HUME**
Council Property Number: **747078**
Directory Reference: **Melway 383 C3**

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: 400 sq. m

Perimeter: 89 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **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](#)

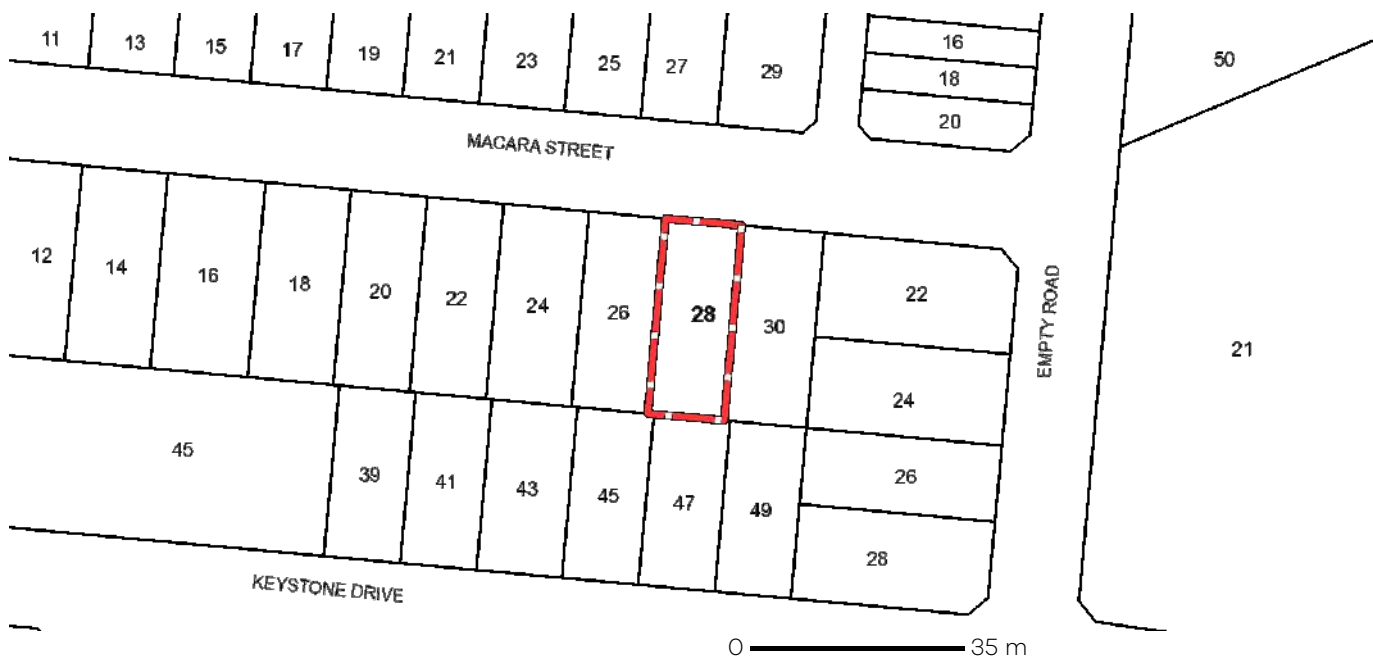
Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map



Selected Property

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 October 2025 12:31 PM

PROPERTY DETAILS

Address: **28 MACARA STREET SUNBURY 3429**
Lot and Plan Number: **Lot 1018 PS847490**
Standard Parcel Identifier (SPI): **1018\PS847490**
Local Government Area (Council): **HUME**
Council Property Number: **747078**
Planning Scheme: **Hume**
Directory Reference: **Melway 383 C3**

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**
Fire Authority: **Fire Rescue Victoria & Country Fire Authority**

[View location in VicPlan](#)

Note

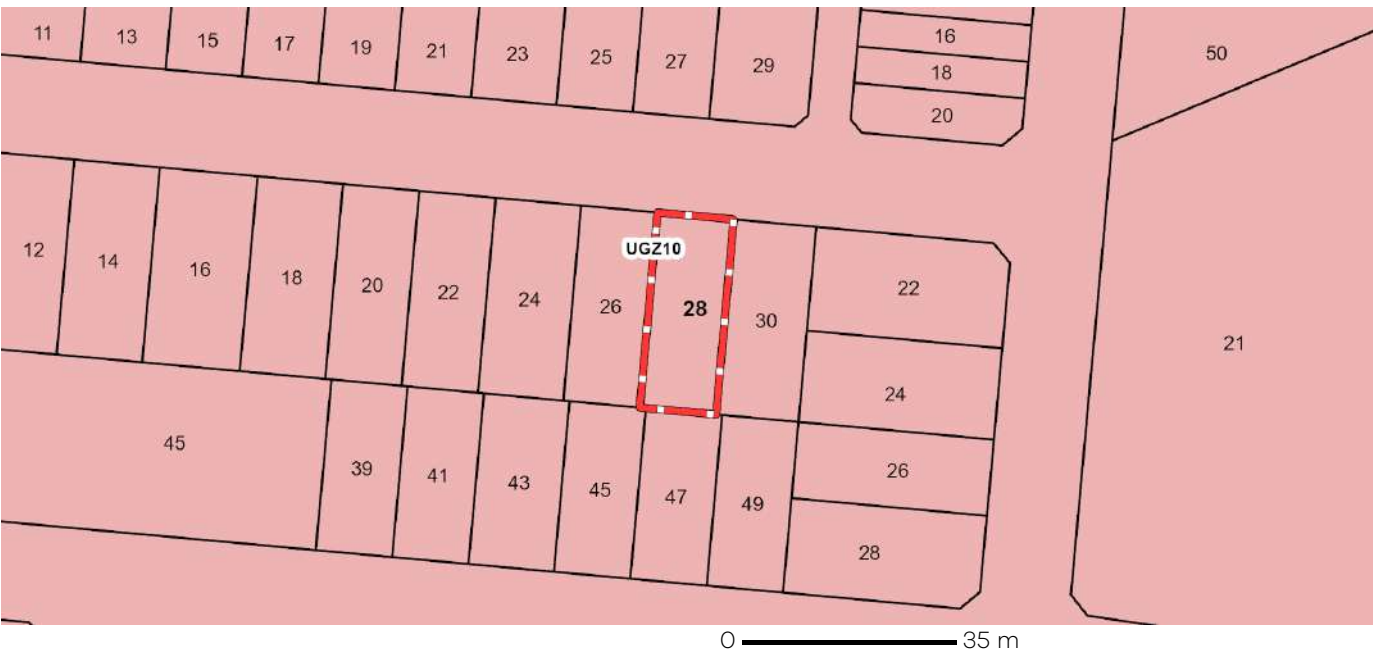
This land is in an area added to the Urban Growth Boundary after 2005. It may be subject to the Growth Area Infrastructure Contribution.

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

Planning Zones

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

[URBAN GROWTH ZONE - SCHEDULE 10 \(UGZ10\)](#)



UGZ - Urban Growth

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

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

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

Planning Overlays

INFRASTRUCTURE CONTRIBUTIONS OVERLAY (ICO)

INFRASTRUCTURE CONTRIBUTIONS OVERLAY - SCHEDULE 1 (ICO1)



 **ICO - Infrastructure Contributions Overlay**

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - PS MAP REF SCO3 SCHEDULE (SCO3)

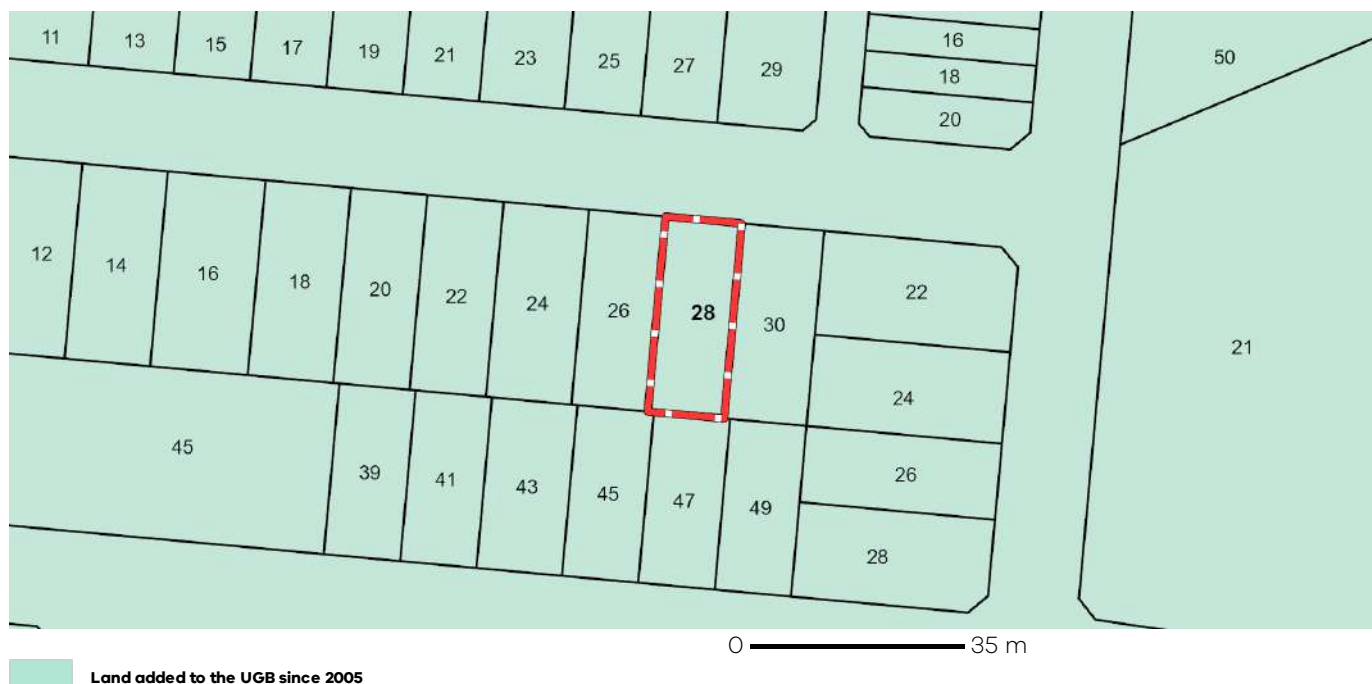


 **SCO - Specific Controls Overlay**

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

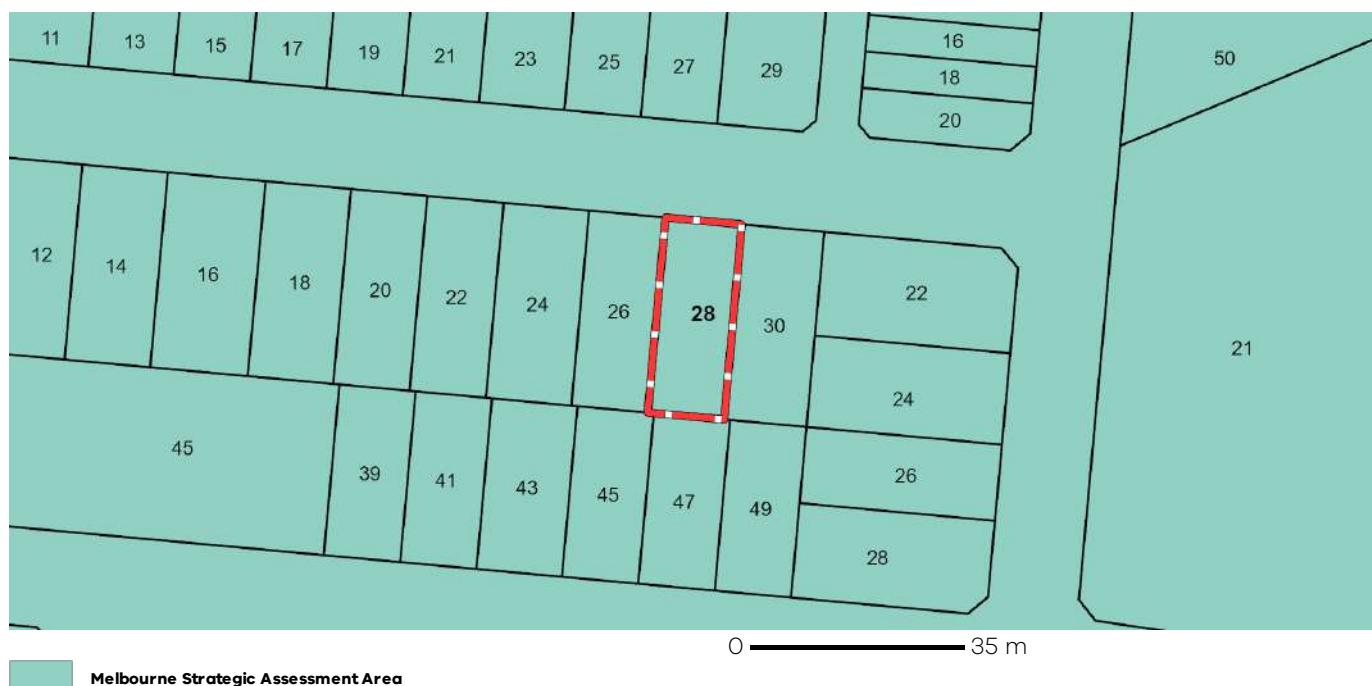
Growth Area Infrastructure Contribution

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



Melbourne Strategic Assessment

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



Further Planning Information

Planning scheme data last updated on 16 October 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.vic.gov.au/vicplan/>

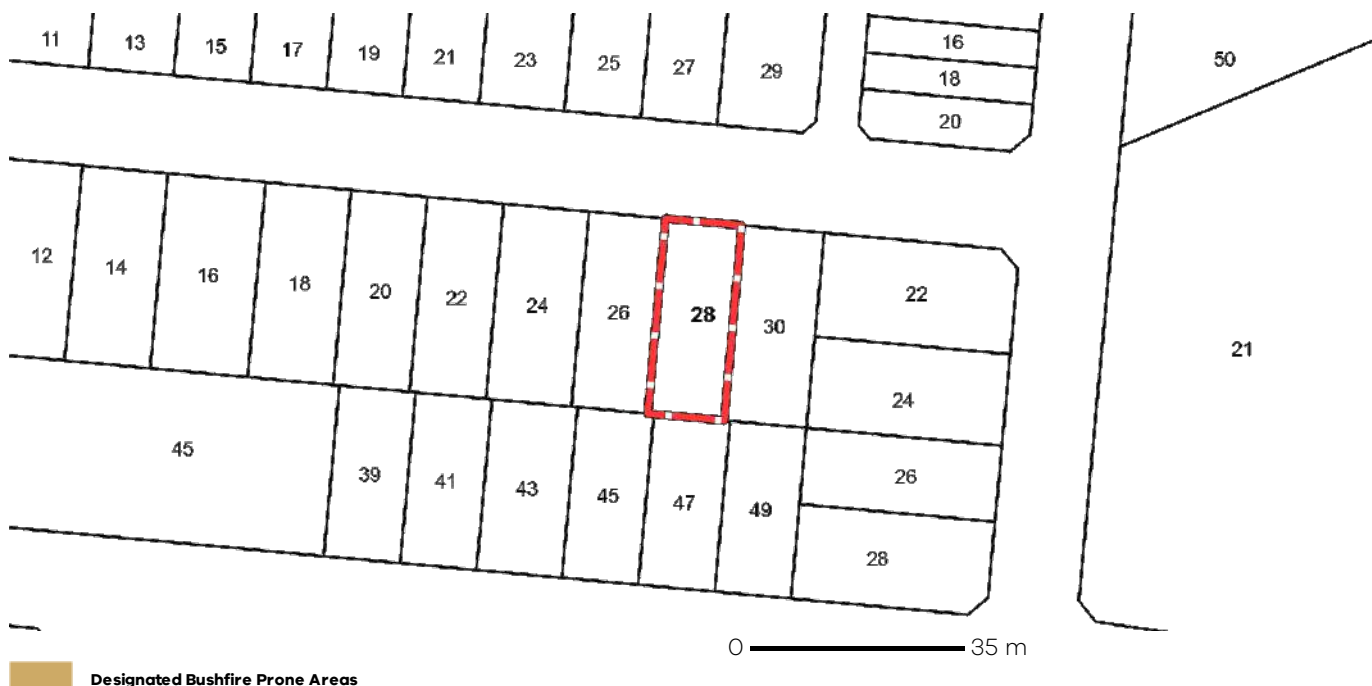
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

Native plants that are indigenous to Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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