

Real Estate Auction Rules

1. The auction will be conducted in accordance with the rules and any additional conditions that were made available for inspection before the start of the auction.

2. The auction rules prohibit an Auctioneer from accepting bids or offers for a property after the property has been knocked down to the successful bidder.

3. The vendors have a reserve price.

4. As the Auctioneer, I will indicate bidders on request.

5. The law prohibits false bids and prohibits major disruptions by bidders.

The law also prohibits bidders from attempting to prevent others from bidding and will issue fines if this occurs.

6. The rules permit vendor bids.

7. During the auction, the Auctioneer will say "VENDOR BID" when making bids on the vendor's behalf.

8. The law prohibits making "VENDOR BIDS" other than by the Auctioneer.

CONTRACT OF SALE **OF REAL ESTATE**

VENDOR:

DEVINDER SINGH & PARVINDER KAUR

PROPERTY:

86 CASEY DRIVE, LALOR, VICTORIA 3075

MASTER KEY CONVEYANCING,
Conveyancer,

PO Box 1027,
Melton West,
Victoria 3337
Tel: 0449 937 713
Email: shikha.bhatia@masterkeyconveyancing.com.au

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address: **86 CASEY DRIVE, LALOR, VICTORIA 3075**

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 that Act; and
- a copy of the full terms of this contract.

The authority of a person signing -

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

SIGNED BY THE VENDOR:

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

Print name(s) of person(s) signing: **DEVINDER SINGH & PARVINDER KAUR**

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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

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

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

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

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

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction;
- 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) of the *Sale of Land Act 1962*)

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

Particulars of sale

Vendor's estate agent

HARCOURTS RATA & CO - THOMASTOWN
1, 337 Settlement Road, Thomastown, Victoria 3074

Email: sold@rataandco.com.au

Tel: 03 9465 7766 Mob 0423 241 974 Fax: Ref:

Vendor

DEVINDER SINGH & PARVINDER KAUR

Email:

Vendor's legal practitioner or conveyancer

MASTER KEY CONVEYANCING
PO Box 1027, Melton, Victoria 3337

Email: shikha.bhatia@masterkeyconveyancing.com.au

Tel: 03 8099 8490 Mob: 0449 937 713 Fax: Ref: DEVINDER17925-SSB

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	08893	Folio	610	620	PS 091051

OR

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

The land includes all improvements and fixtures.

Property address:

The address of the land is: **86 CASEY DRIVE, LALOR, VICTORIA 3075**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

All fixed floor covering, existing window furnishings and light fittings as inspected.

Payment (general condition 11)

Price

Deposit _____ By _____ (of which _____ has been paid)

Balance _____ payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)**Is due on**

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

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

Lender:

Loan amount

Approval date:

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

Special Conditions

Special Conditions

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

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

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

☒ **Special condition 1 – Payment**

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

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

General condition 12.4 is added:

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

☐ **Special condition 3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

☒ **Special condition 4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

General condition 15.4 is added:

- 15.4 The purchaser must deliver the statement of adjustments to the Vendor no less than four (4) business days before the Settlement Date. The Vendor shall not be obliged to complete this Contract until the expiration of four (4) business days from the receipt of the Statement of Adjustments. The Purchaser will be deemed to have made default in payment of the residue of purchase moneys as from the settlement date where the Statement of Adjustments is not delivered in accordance with this Special Condition. The Purchaser must pay an administration fee of \$330.00 if such default occurs.

☒ **Special condition 5 – Foreign resident capital gains withholding**

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

☐ **Special condition 5A – GST withholding**

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

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract **consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - 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
 - otherwise comply, or ensure compliance, with this general condition;
- despite:
- any contrary instructions, other than from both the purchaser and the vendor; and
 - any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 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.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- so agreed by the vendor in writing; and
 - the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- decide if an amount is required to be paid or the quantum of it, or
 - comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of 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.
- 15B.10 The vendor warrants that:
- 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
 - 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.
- 15B.11 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:
- the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - 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.

15B.12 This general condition will not merge on settlement.

☒ **Special condition 6 – Service**

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

☒ **Special condition 7 – Notices**

General condition 21 is replaced with the following:

21. NOTICES

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

☒ **Special condition 8 – Electronic conveyancing**

- 8.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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
 - (c) engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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.
- 8.7 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 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 8.9 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
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.
- 8.10 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.

☐ **Special condition 9 – Deposit bond**

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

☐ **Special condition 10 – Bank guarantee**

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

☐ **Special condition 11 – Building report**

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

☐ **Special condition 12 – Pest report**

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

☒ **Special condition 13 – Delay**

- 13.1 In case the Vendors shall be restrained or prevented in any manner whatsoever from conveying title by the original date for completion, the Vendors may extend the date for completion for a period(s), the total of which shall not exceed thirty (30) days from the original date for completion, by notice in writing to the Purchaser, which notice shall specify such extended date(s) for completion.
- 13.2 If there is such an extension and if the Vendors shall still be restrained or prevented from conveying title in terms of this Contract, the Vendors may terminate this contract by notice in writing to the Purchaser and all deposit and other monies received by the Vendors or stakeholder, on account of the purchase price, shall be refunded to the Purchaser.
- 13.3 Notwithstanding anything to the contrary in this Contract or at law, in the event the Vendors are for any reason unable to perform their obligations pursuant to the terms of this Contract, the Purchaser agrees that it shall not be entitled to make any claim or bring any action for damages, compensation, account or seek to enforce any other remedies at law or in equity against the Vendors and that the Purchaser's only remedy in such event will be to determine the Contract. If this Contract is validly terminated by the Purchaser as a result of the default of the vendors, all monies paid under this Contract shall be refunded to the Purchaser without interest, costs or damages and the same shall be accepted by the Purchaser in full and final satisfaction of all claims.

☒ **Special condition 14– Default**

14.1 Default Under the Contract

If the Purchaser makes default under this Contract and the Vendor serves on the Purchaser a notice in respect of that default in accordance with general condition 27, the Purchaser must pay all the Vendor's legal costs of and incidental to that default and notice and the Purchaser will be deemed not to have remedied that default until those costs have been paid.

14.2 Default Interest

General Condition 26 is deleted and replaced by the following:

" Interest at a rate of 20% per annum is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party."

Should the Purchaser default in payment of any money due under the Contract then interest at the rate of twenty per centum (20%) per annum shall be paid on demand by the Purchaser to the Vendor upon the money so overdue. The said interest shall be computed from the due date herein provided for the payment of the said money until such moneys are paid and shall be payable by the Purchaser to the Vendor upon demand without the necessity for any notice in writing whether under Condition 6 of the said Table A or otherwise. The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise. The provisions of Condition 4 of the said Table A shall not apply to this Contract.

- 14.3 The Vendor gives notice to the Purchaser that, in the event that the Purchaser fails to complete the purchase of the Property on the due date under the Contract, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of purchase moneys, in accordance with the terms of the Contract:-

- (a) The cost of obtaining bridging finance to complete the Vendor's purchase of another property and interest charged on such bridging finance.
- (b) Interest payable to the Vendor under any existing mortgage over the Property calculated from the due date for settlement.

- (c) Accommodation expenses necessarily incurred by the Vendor.
- (d) Legal costs and expenses as between Solicitor and our client.

Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property

☒ **Special condition 15– Guarantors**

If the Purchaser is a company then upon the signing hereof the Purchaser shall also procure the execution by the Directors of the Purchaser Company of the Guarantee annexed hereto and the Guarantor/s shall pay the duty payable, if any, on the Guarantee.

☒ **Special conditions 16- Sale By Auction**

This property is offered for sale by public auction and is subject to the vendor's reserve price

The rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 (or any rules prescribed by regulation which modify or replace those Rules) and shall include the rule which states that the auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.

- 16.1 The deposit payable hereunder shall be ten per centum (10%) of the purchase price.
- (a) Sales at auction are not subject to a cooling off period.
 - (b) The property is offered for sale by public auction subject to the Vendor's reserve price
 - (c) The highest bidder whose bid is accepted shall be the purchaser.
 - (d) If any dispute arises as to any bidding, the auctioneer shall determine the dispute or re-submit the property at the last undisputed bid.
 - (e) A person shall not at any bidding advance less than the sum named by the auctioneer and no bid shall be retracted.
 - (f) The Vendor reserves the right to refuse or accept any bid, to withdraw the property from sale at any time before it has been knocked down and without declaring the reserve price and to make one or more bids either personally or by his agent.
 - (g) A bid shall constitute an offer made by the person who bids to enter into this Contract of Sale at the price bid by that person and agreement by that person to the terms and conditions of this Contract of Sale, including this Special Condition, and when the property is knocked down by the Vendor's Auctioneer, the Vendor shall be deemed to have accepted the offer so made by the person to whom the property has been so knocked down at a price last bid by that person and the property shall also then be deemed sold to that person at that price upon the terms and conditions herein contained.
 - (h) The person to whom the property is knocked down shall immediately after the fall of the hammer sign this Contract of Sale and pay the deposit to the Vendor's Real Estate Agent.
 - (i) The auctioneer shall not be obliged to refer any bid to the Vendor prior to the selling of the property.
 - (j) In the event that the property is not sold, the auctioneer may grant the highest bidder the first right of refusal at the reserve price
- 16.2 If at the expiration of ten (10) minutes after the property has been knocked down (or such extended period as the Vendor may allow) the person to whom the property has been knocked down has failed to sign this Contract of Sale and/or pay the deposit money, then the Vendor may immediately or at any time thereafter at the Vendor's option sell the property either by auction or by private treaty to any other person and the person to whom the property has been knocked down but who has not signed this Contract of Sale and/or paid the deposit money shall:
- (a) have no right of action against the Vendor or the Vendor's Real Estate Agent;
 - (b) not be entitled to call for a Contract of Sale of the property;
 - (c) have no interest in the land, whether legal or equitable;
 - (d) be liable to pay to the Vendor on demand any deficiency in price on such resale together with all of the Vendor's costs and expenses of such resale.

☒ **Special condition 17 – Purchaser's Acknowledgments**

17.1 The Purchaser has Received Documents

The Purchaser acknowledges that before signing this Contract or any other binding agreement or document in relation to the purchase of the Property the Purchaser:

- (a) Has received a signed copy of the Vendor's Statement; and
- (b) A copy of this Contract.

17.2 Property is as inspected

The Purchaser admits that the Property as offered for sale and inspected by it is identical with that described in the title particulars given in the Particulars of Sale to this Contract.

17.3 Property Purchased on "As Is" Basis

The Purchaser acknowledges that it purchases the Property on an "as is" basis and after making all enquiries as to the past uses and the present nature and condition of the Property. The price of the land has been agreed upon the basis of the existing amenities and the Purchaser assume responsibility for and indemnifies the Vendor against all charges or other

liabilities in respect of any road making, fencing or other works whatsoever which have not actually been commenced as at the date of this Contract, notwithstanding that any notice in respect of any such works may have been received by the Vendor prior to the date of this Contract.

☒ **Special condition 18 – Property Sold Subject to Planning Restrictions**

(a) The Purchaser accepts and purchases the property subject to all existing and proposed restrictions affecting the use, development or enjoyment of the property under any act, order, regulations, by-law, local law, restriction or condition imposed upon the property by or with semi-governmental or judicial entity or authority including without limitation any applicable environment planning instrument or deemed environmental planning instrument or resolution of any responsible authority made or which may later be made under the *Local Government Act 1989* (Vic), the *Planning and Environment Act 1987* (Vic), the *Environment Protection Act 1970* (Vic), the conditions of any planning permit or other act, planning approval or instrument applicable to the Property.

(b) The Purchaser shall take title subject to all such restrictions and conditions described in the preceding subparagraph and shall not make any requisition or objection or claim on that ground any compensation with respect thereto or in respect of any proposed amendment to any planning control now or later applicable to the Property.

(c) The restriction and conditions described in this Special Condition do not constitute a defect in the Vendor's title to the Property.

☒ **Special condition 19– Inconsistency**

If there is any inconsistency between these special conditions and the general conditions, the special conditions are to prevail to the extent of the inconsistency and each party agrees to take any steps which are necessary to procure the general conditions are altered so as to eliminate the inconsistency.

General Conditions

Part 2 being Form 2 prescribed by the former *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 former 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 that 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 personal property –
 - (a) that –
 - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 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 be described by a serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 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 Property 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. BUILDING WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general 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 is sold on an unregistered plan of subdivision, the deposit:
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 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) by 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 section 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 authorised deposit-taking institution. If the vendor requests than 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 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 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 of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 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 or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

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

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

28. DEFAULT NOT REMEDIED

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

DEVINDER SINGH & PARVINDER KAUR

to

CONTRACT OF SALE OF REAL ESTATE

Property: 86 CASEY DRIVE, LALOR, VICTORIA 3075

MASTER KEY CONVEYANCING,
Licensed Conveyancer,

PO Box 1027
Melton, Vic 3337
Tel: 0449 937 713

Email: shikha.bhatia@masterkeyconveyancing.com.au

**VENDORS SECTION 32 STATEMENT TO THE PURCHASERS OF THE
REAL ESTATE PURSUANT TO DIVISION 2 OF PART II SECTION 32 OF
THE SALE OF LAND ACT 1962 ("THE ACT")**

VENDOR: DEVINDER SINGH & PARVINDER KAUR

PROPERTY: 86 CASEY DRIVE, LALOR, VICTORIA 3075

IMPORTANT NOTICE TO PURCHASER/S

The use to which you propose to put the Property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability (and cost) of providing any essential services not connected to the Property.

The property may be located in an area where commercial or agricultural activity may affect your enjoyment of the property and it is therefore in your interest to undertake a proper investigation of all amenities and the impacts that nearby properties may have on the lot proposed to be purchased and other agricultural practices or processes conducted thereat.

You may be liable to pay a growth areas infrastructure contribution when you purchase this property. The instrument of transfer cannot be lodged for registration with the Registrar of Titles until the contribution is paid in full or an exemption from, or reduction of, the whole or part of the liability to pay the contribution is granted and any remainder of the contribution is paid or there has been a deferral of the whole or part of the liability to pay the contribution. The Transfer may also be exempted from a grown areas infrastructure contribution in certain situations. It is in your interest to obtain advice as to the potential liability before you commit yourself to buy.

Please read the clauses contained in this document carefully, as some items, set out in this document amount to special conditions for any Contract, which you may enter into in relation to the land covered by and described in this document. Any Contract you sign in relation to the land described in this document should be read in conjunction with this document.

The Vendors give Notice to the Purchaser that in the event that the Purchaser fail to complete the purchase of the property on the date specified in the Contract between the Vendors and the Purchaser ("the Contract"), for the payment of the residue in the Contract ("the due date") the Vendors will and/or may suffer the following losses and incur the following expenses which the Purchaser will be required and or liable to pay to the Vendors in addition to the interest payable in accordance with the terms set out in the Contract as entered.

- a) All costs and charges incurred by the Vendors in obtaining a bridging loan/finance to complete the Vendors' purchase of another property and interest charges on such bridging finance.

- b) Interest payable by the Vendors under any existing Mortgage over the property, described in this document calculated from the due date.
- c) Accommodation expenses necessarily incurred by the Vendors flowing from the breach of the Contract.
- d) Legal costs and expenses as between the Vendors and/or the Vendor's representative and its solicitor on a client solicitor basis.
- e) Penalties payable by the Vendors to a third party caused by or effected through any delay in completion of the Vendors' purchase.

The Vendors provide the following information in relation to the property:
(Details must be attached where necessary, if insufficient space is available.)

1. **FINANCIAL MATTERS**

- 1.1 Information concerning any rates, taxes, charges or other similar outgoings (including any Owners Corporation charges) **AND** any interest payable on any part of them: -

Is contained in the **attached** certificates

Any further amounts (including proposed Owners Corporation Levy) for which the Purchaser may become liable in consequence of the purchase of the property is as follows: - Usual adjustment of Rates at settlement.

- 1.2 The amount owing under any other registered or unregistered statutory charge that recurred and amount due under any other legislation is:

None to the Vendors' Knowledge.

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner-Builder

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

Not Applicable

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

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):-
*Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendors' knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restrictions. The Property is sold subject to all easements, covenants, leases, encumbrances and restrictions (if any) set out herein or attached hereto.

The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is NOT in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993.

The Purchaser should make their own their own enquiries in relation to any applicable bushfire protection standards for building works in designated

bushfire prone area as required by the Building Regulations 2006 through application of the Building Code of Australia.

3.4 Planning Scheme

See **attached** reports.

The Vendor has no other way of discerning this information other than to make enquiries with the Department of planning and Community Development and its report into these details is attached to this statement.

To the Vendors' knowledge the Planning Instrument does not prohibit the construction of a Dwelling on the land. The Planning Scheme may incorporate overlays which control subdivision, vegetation, building height, environmental, Landscape and heritage issues. Purchasers should check with the council before signing the Section 32 Statement.

The property is sold subject to any restrictions as to the use under any order, plan, scheme, regulations of by law contained in or made pursuant to the provision of any legislation . No such restriction/s shall constitute a defect in the Vendors' title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendors in respect thereof.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendors/s Knowledge.

The Vendors has no means of knowing of all decisions of public authorities and government departments affecting the property unless communicated to the Vendors. None of such decisions have been communicated to the Vendors

4.2 Agricultural Chemicals

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

--

4.3 Compulsory Acquisition

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

Not Applicable

5. **BUILDING PERMITS**

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

Not Applicable.

If applicable, however, particulars are contained in the attached materials.

The Vendors give no warranty in relation to any additions or alterations or improvements to the property. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendors is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

6. **OWNERS CORPORATION**

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

Not Applicable.

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

Not Applicable

8. **SERVICES**

Information concerning the supply of the following services: -

Service	Connected
▪ Electricity	Yes
▪ Gas Supply	Yes
▪ Water	Yes
▪ Sewerage	Yes
▪ Telephone	No

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement and the Purchaser will have to have the service reconnected. It is the Purchaser's responsibility to check with the appropriate authorities as to the availability of and the costs of connecting or reconnecting to the property any of the services required. Unless the purchaser contacts the supplier authority and takes over the existing service, final reading will be obtained and all services will be disconnected at settlement. It will be the purchaser's responsibility to pay all costs of and incidental to connections or re-connections of the services required.

9. TITLE

Attached are copies of the following documents;

9.1 (a) Registered Title

A register Search Statement/s and the document/s or part of the document/s, referred to as the diagram location in that statement which identified the land and its location.

10. SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable

10.2. Staged Subdivision

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

Not Applicable

10.3. Further Plan of Subdivision

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

Not Applicable

11. DUE DILIGENCE

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

DATE OF THIS STATEMENT:

Name of Vendor/s

DEVINDER SINGH & PARVINDER KAUR

Signature of Vendor/s

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendors before the Purchaser signed any contract.

Name of Purchaser/s

Signature of Purchaser/s

DATE OF THIS ACKNOWLEDGEMENT:

IMPORTANT NOTICE- ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged Mortgages - S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the Purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms Contracts- S32A(d)

Where the land is to be sold subject to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement including the particulars specified in Schedule 2 of the *Sale of Land Act 1962*.

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

Page 1 of 1

VOLUME 08893 FOLIO 610

Security no : 124125334298V
Produced 14/06/2025 12:05 PM

LAND DESCRIPTION

Lot 620 on Plan of Subdivision 091051.
PARENT TITLE Volume 08871 Folio 872
Created by instrument LP091051 20/08/1971

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
DEVINDER SINGH
PARVINDER KAUR both of 74A ALEXANDER AVENUE, THOMASTOWN VIC 3074
AK864119U 29/01/2014

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU854938A 28/09/2021
COMMONWEALTH BANK OF AUSTRALIA

COVENANT E261271 21/12/1971

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

DIAGRAM LOCATION

SEE LP091051 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: 86 CASEY DRIVE LALOR VIC 3075

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 28/09/2021

DOCUMENT END

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Document Identification	LP091051
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PLAN OF SUBDIVISION

PART OF CROWN PORTION 26

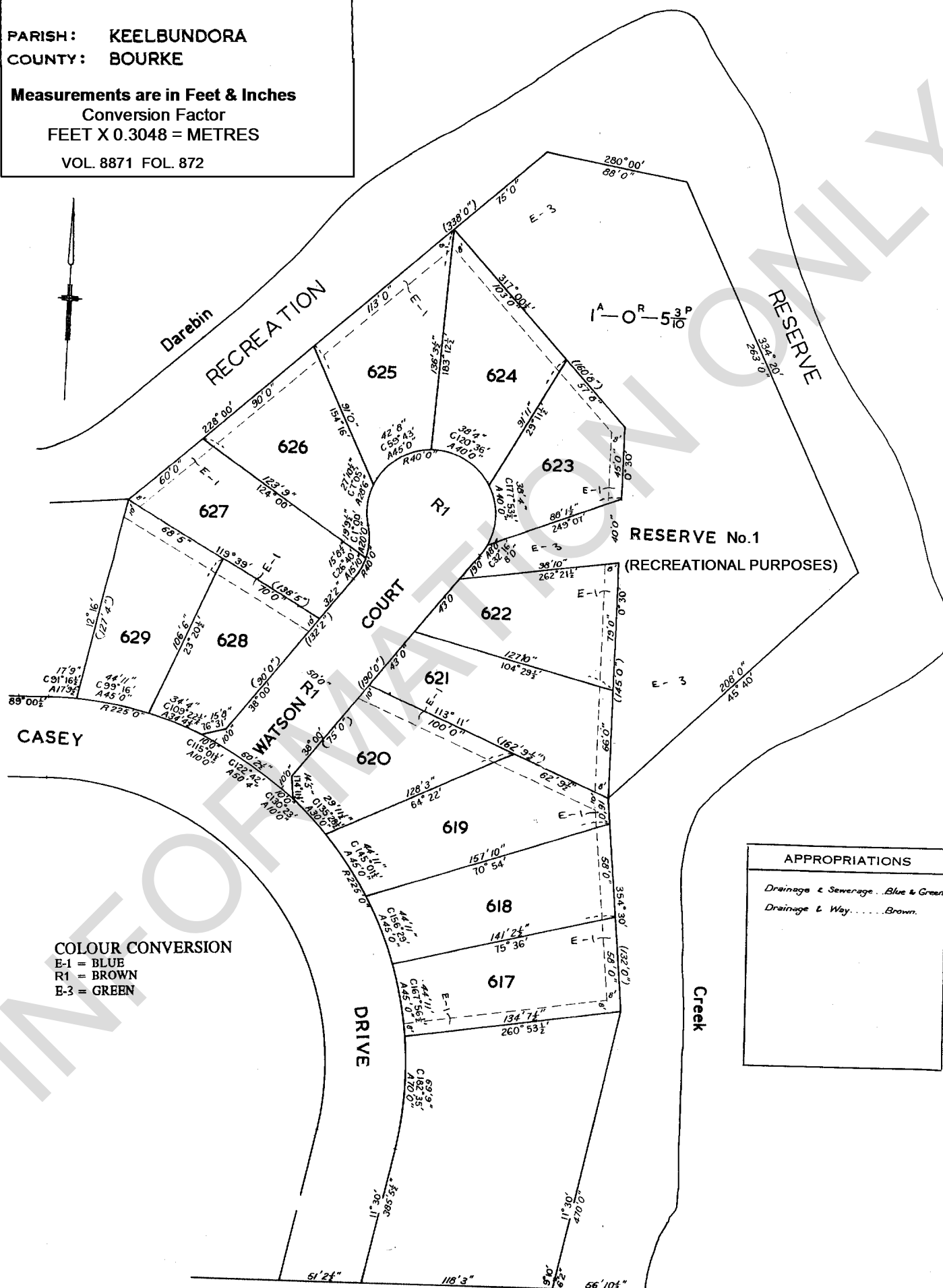
PARISH: KEELBUNDORA
COUNTY: BOURKE

Measurements are in Feet & Inches
Conversion Factor
FEET X 0.3048 = METRES
VOL. 8871 FOL. 872

LP91051

EDITION 1

APPROVED 16/7/71



COLOUR CONVERSION

E-1 = BLUE
R1 = BROWN
E-3 = GREEN

APPROPRIATIONS

Drainage & Sewerage...Blue & Green
Drainage & Way.....Brown.

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Document Type	Instrument
Document Identification	AK864119U
Number of Pages (excluding this cover sheet)	2
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AK864119U

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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Name:
Phone:
Address:
.....

ANZ Retail
16314 Q

Reference:

Customer Code:

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio)

Volume 08893 Folio 610

Estate and Interest: (e.g. "all my estate in fee simple")

All their estate in fee simple

Consideration:

\$330,000.00

Transferor: (full name)

PALMSPEED PTY LTD (A.C.N 010 864 427) & SARVO NOMINEES PTY LTD (A.C.N 006 438 704)

Transferee: (full name and address including postcode)

DEVINDER SINGH and PARVINDER KAUR
Both of 74A Alexander Avenue, Thomastown VIC 3074

Directing Party: (full name)

N/A

Dated: 20/12/2014

Execution and attestation:

EXECUTED by PALMSPEED PTY LTD (A.C.N 010 864 427))
by being signed by those persons who are authorised to sign for the company:)

Director: [Signature]

Full Name: JOHN SCOLLO

Usual Address: 31 MOIRA AVE, RESERVOIR

Director/Secretary: [Signature]

Full Name: CHIARINA SCOLLO

Usual Address: 31 MOIRA AVE, RESERVOIR

EXECUTED by SARVO NOMINEES PTY LTD (A.C.N 006 438 704))
by being signed by those persons who are authorised to sign for the company:)

Director: [Signature]

Full Name: GIUSEPPE CARDAMONE

Usual Address: 8 DUFFON CRT, GREENVALE

Director/Secretary: [Signature]

Full Name: CONCETTA CARDAMONE

Usual Address: 8 DUFFON CRT, GREENVALE

9321203A

Order to Register

Duty Use Only

T1

Please register and issue Certificate of Title to

Page 1 of 2

Signed

Customer Code:

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AK864119U

Annexure Page

Transfer of Land Act 1958

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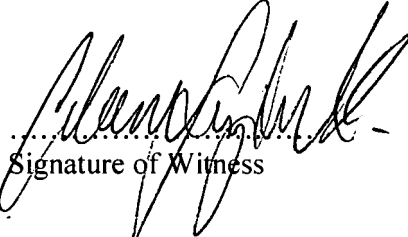
This is page 2 of Approved Form T1 dated
between PALMSPEED PTY LTD (A.C.N 010 864 427) & SARVO NOMINEES PTY LTD (A.C.N 006 438 704) and DEVINDER SINGH & PARVINDER KAUR

Signatures of the Parties

Panel Heading

SIGNED by the Transferees **DEVINDER SINGH** and
PARVINDER KAUR in the presence of:

) 
)
Devinder Singh


.....
Signature of Witness


.....
Parvinder Kaur

9321203A

A1

Page 2 of 2

1. If there is insufficient space to accommodate the required information in a panel of the attached Form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached Form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

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460

E261271

E261271

GRIT 26 86590 DEC21-71

SLONIM VELIK & EMANUEL

VICTORIA

TRANSFER OF LAND

39084
RECEIVED

MERAL NOMINEES PTY. LIMITED of 258 Flinders Lane Melbourne
being registered as the proprietor of an estate in fee simple
in the land hereinafter described subject to the encumbrances
notified hereunder in consideration of the sum of ONE HUNDRED
AND FOUR THOUSAND FOUR HUNDRED AND SEVENTY DOLLARS (\$104,470.00)
paid to it by RETAIL DEVELOPMENTS (AUSTRALIA) PTY. LTD. of Suite
8, 6 Riddell Parade, Elsternwick DOTH HEREBY TRANSFER to the
said Retail Developments (Australia) Pty. Ltd. All its estate
and interest in ALL THOSE pieces of land being lots 336 to 340
inclusive on Plan of Subdivision No. 85588, lot 351 on Plan
of Subdivision No. 84599, lots 353, 354 and 365 and 403 on Plan
of Subdivision No. 87173, lots 411, 416, 421, 423, 428 to 432
inclusive and 434 and 436 on Plan of Subdivision No. 87196, lots
492, 522 and 602 on Plan of Subdivision No. 87816, lots 548, 549
and Lot 616
605, 608 to 612 inclusive on Plan of Subdivision No. 88840 lots
617, 620, 622, 623, 626, 628, 629 on Plan of Subdivision No.
91051 Parish of Keelbundoora AND the transferees with the intent
that the benefit of this covenant shall be attached to and run
at law and in equity with each and any of the (said) lots on
the said Plans of Subdivision other than the lots hereby trans-
ferred and that the burden of covenant shall be annexed to and
run at law and in equity with the land hereby transferred
DOES itself its successors, assigns
DO HEREBY for themselves and their heirs executors administrators
and transferees and registered proprietor or proprietors of the
land hereby transferred and as separate covenants COVENANT
with the transferor its successors and assigns and other the
registered proprietor or proprietors for the time being of the
land comprised in the said Plans of Subdivision and each and
every part thereof other than the lots hereby transferred that
they the transferees the registered proprietor or proprietors
for the time being of the land hereby transferred shall not
at any time erect construct or build or cause to be erected or

"This reproduction is the best obtainable from the original."

VLTO

324-22

47 8897/66 in 230890

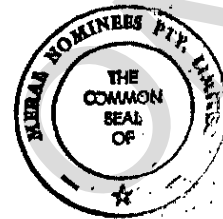
INDEXED
 11/6/72
 2/7/72

or constructed or built or allow to remain erected or constructed
 or built on ^{any part of the} the said land or any part thereof any dwelling house
 or other building (except for the usual outbuildings) of any
 material other than concrete, masonry, stone, brick or brick
 veneer and this covenant shall be noted on the Certificate of
 Title to be issued pursuant to this transfer.

DATED the 28th day of November 1971

THE COMMON SEAL of MERAL NOMINEES PTY.)

LIMITED was hereunto affixed in the
 presence of:



B. Sharpe
Director

W. J. Quinn
Secretary

THE COMMON SEAL of RETAIL DEVELOPMENTS)

(*Alcan*) PTY. LTD. was hereunto

affixed in the presence of:

J. Herron
Director

K. Hafford
Secretary

13-1-72

Encumbrances referred to.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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 14/06/2025 12:05:33 PM

Status	Registered	Dealing Number	AU854938A
Date and Time Lodged	28/09/2021 03:06:47 PM		

Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	90506436160

MORTGAGE

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

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Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

8893/610

Mortgagor

Given Name(s)	DEVINDER
Family Name	SINGH
Given Name(s)	PARVINDER
Family Name	KAUR

Mortgagee

Name	COMMONWEALTH BANK OF AUSTRALIA
ACN	123123124
Australian Credit Licence	234945
Address	
Floor Type	GROUND
Unit Type	TOWER



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Unit Number 1
Street Number 201
Street Name SUSSEX
Street Type STREET
Locality SYDNEY
State NSW
Postcode 2000

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

Terms and Conditions of this Mortgage

(a) Document Reference AA4944

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
2. 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.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	COMMONWEALTH BANK OF AUSTRALIA
Signer Name	DANIEL SEDGWICK
Signer Organisation	CBA - COMMONWEALTH BANK OF AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	24 SEPTEMBER 2021

File Notes:

NIL

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

Statement End.



City of
Whittlesea

Locked Bag 1,
Bundoora 3083
ABN 72 431 091 058

Valuation and rates notice

For the period 1 July 2024 to 30 June 2025

D Singh & P Kaur
49 Bates Avenue
THOMASTOWN VIC 3074

029

Assessment number: 0107714



To receive your rates notice
via email, register at

whittlesea.enotices.com.au

Reference No: BA0DEC9A8M

Issue date: 31/07/2024

Instalment 1

\$587.37

Due By 30/09/2024

* If full payment of the instalment 1
amount is not received by
30 September 2024, your account will
revert to the lump sum option shown
below. If this occurs you will not
receive instalment reminder notices.

Instalment 2 **\$584.00**

Due By 30/11/2024

Instalment 3 **\$584.00**

Due By 28/02/2025

Instalment 4 **\$584.00**

Due By 31/05/2025

If you would prefer to pay via smaller,
regular payments throughout the
year, scan the FlexiPay QR code in the
payments section below.

OR

Lump sum **\$2,339.37**

Due By 15/02/2025

Access free and discounted waste
disposal vouchers online



Visit whittlesea.vic.gov.au/wastevouchers
to download your vouchers or call **9217 2170**.

Property details 86 Casey Drive LALOR VIC 3075

LOT 620 LP 91051

Owner: Singh Devinder & Kaur Parvinder

Ward: Lalor

Valuation details

Site Value	Capital Improved Value	Net Annual Value
\$460,000	\$775,000	\$38,750

Level of value date 01/01/2024 Valuation operative date 01/07/2024

AVPCC 110 Detached Dwelling

Rates and charges

Council Charges

General rate 38,750 x 0.04683579	\$1,814.89
Food/Green waste bin charge 1 x 105.15	\$105.15
Waste Service Charge (Res/Rural) 1 x 205.70	\$205.70

State Government Charges

Fire services charge (Res) 1 x 132	\$132.00
Fire services levy (Res) 775,000 x 0.00008700	\$67.43
Waste Landfill Levy Res/Rural 1 x 14.20	\$14.20

Total **\$2,339.37**

Payments received after 15 July 2024 may not be included on this notice

How to pay



whittlesea.vic.gov.au



Phone 1300 301 185



Council Offices

See the back of this notice for
opening hours and locations

BPAY



Billers Code: 5157
Ref: 0107714

BPAY this payment via
internet or phone banking

FlexiPay

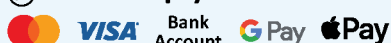


Set up your flexible
payment options.



Scan the QR code or visit

whittlesea-pay.enotices.com.au



Post Billpay



Post Billpay Code: 0350
Ref: 1077149

Pay in person at any post office:

131 816 or postbillpay.com.au

Scan the barcode below and pay
with your iPhone, iPad or Android device.
Download the Australia Post mobile app.



*350 1077149



*350 1077149

Payment – instalments/lump sum

City of Whittlesea's rates and charges for 2024/25 are payable by four instalments or an annual lump sum.

Instalments – You can pay your rates via four instalment payments. The due date for each instalment is shown on the front of this notice. Payment of the first instalment must be received by 30 September 2024. Reminders will be issued for the second, third and fourth instalments.

Lump sum – You can choose to pay your rates as a lump sum. The lump sum amount is shown on the front of this notice, and payment is due on or before 15 February 2025.

Payment plans

If you are having difficulty making your rates payment, you can apply for a payment plan at whittlesea-pay.enotices.com.au using enotices reference on the front of this notice. Alternatively, you can contact us about an arrangement, deferral or payment plan by emailing arrangements@whittlesea.vic.gov.au

Financial hardship

If you are struggling to pay your rates due to financial hardship, you can see what options are available to assist you under our Financial Hardship Policy. Visit whittlesea.vic.gov.au/rates or call us on 9217 2170.

Interest on late payments

Rates and charges not paid on or before the due date will be charged interest from the instalment dates. Interest will continue to accrue until the account is up to date. Penalty interest is charged at 10% per annum as provided in the *Penalty Interest Rates Act 1983*.

Allocation of payments

All payments will be credited in the following order: legal costs, interest charges, overdue rates and charges, current year rates and charges.

Rate capping

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

- the valuation of your property relative to the valuation of other properties in the municipality
- the application of any differential rate by Council
- the inclusion of other rates and charges not covered by the Victorian Government's rate cap.

Date rates declared

21 May 2024

Fire Services Property Levy

Council must collect the Fire Services Property Levy on behalf of the Victorian Government. If the leviable land is rateable land, or if it is classed as residential but is not rateable land, you may apply for a waiver, deferral, or concession in accordance with sections 27 and 28 of the *Fire Services Property Levy Act 2012*.

A property is allocated an Australian Valuation Property Classification Code (AVPCC) to determine the land use classification for Fire Services Property Levy purposes.

Pension rebate

Ratepayers who hold a Pension Concession Card or certain cards issued by Department of Veterans' Affairs may be entitled to a rate rebate on their main place of residence. Application forms are available at whittlesea.vic.gov.au or by calling 9217 2170. Health care cards are not accepted.

Farm land and single farming enterprise

For a property to be rated as 'farm land', an application form must be submitted to Council for review. Application forms are available at the Council Offices or at whittlesea.vic.gov.au

You may also apply for a single farm enterprise exemption in accordance with section 9 of the *Fire Services Property Levy Act 2012*.

Objection to the valuation

The values shown on this notice were assessed as at 1 January 2024 by the Valuer General Victoria. Objections to the valuation of your property (including the AVPCC) can be made under section 17 of the *Valuation of Land Act 1960*. Objection must be lodged within two months of this notice or Supplementary Notice being issued and can be lodged online at ratingvaluationobjections.vic.gov.au

Regardless of an objection being lodged, the rates and charges as assessed must be paid by the due dates to avoid penalty interest. Any overpayments will be refunded. These valuations may be used by other authorities. The State Revenue Office uses the site value in assessing Land Tax. Contact the State Revenue Office for more information.

Objection to a rate or charge

You can object to a rate or charge by appealing to the County Court under section 184 of the *Local Government Act 1989*. Any appeal must be lodged within 60 days of the date of issue of this notice. You may only appeal on one or more of the following grounds:

- that the land is not rateable land (this is not applicable to special rates)
- that the rate or charge assessment was calculated incorrectly
- that the person rated is not liable to be rated.

Change of name/address

It is the responsibility of the owner/s to immediately notify Council in writing of any changes of name and/or address for this property.

Waste vouchers

Vouchers are not transferable or for commercial use – the resident must be present when using vouchers. Proof of address identification is required when presenting vouchers.

Privacy statement

The information on this notice is subject to the *Privacy and Data Protection Act 2014* and will be kept on record at Council. Please call 9217 2170 for further information on privacy matters.

Differential rates calculated on net annual value

Differential type	Rate in the dollar	Differential for this assessment
General	0.04683579	\$1,814.89
Farm*	0.02810147	\$1,088.93

* Eligible ratepayers can apply for farm rate.
Please see Council's website for the application form.



**City of
Whittlesea**

- ③ South Morang
25 Ferres Boulevard,
South Morang 3752
Monday to Friday, 8.30am–5pm
- ③ Whittlesea
63 Church Street, Whittlesea 3757
Monday to Friday, 9.30am–5pm

- ☎ 9217 2170 (including after hours emergencies)
National Relay Service
133 677 (ask for 9217 2170)
- ✉ Locked Bag 1, Bundoora MDC VIC 3083
- @ info@whittlesea.vic.gov.au
- 🌐 whittlesea.vic.gov.au



**Free telephone
interpreter service**
131 450

Arabic خدمة الترجمة الشفهية الهاتفية المجانية
Chinese Simplified 免费电话传译服务
Chinese Traditional 免費電話傳譯服務
Greek Δωρεάν τηλεφωνική υπηρεσία διερμηνέων
Italian Servizio di interpretariato telefonico gratuito

Macedonian Бесплатна телефонска услуга за преведување
Persian/Farsi خدمات مترجم شفاهی تلفنی رایگان
Punjabi ਮੁਫਤ ਟੈਲੀਫੋਨ ਦੁਆਰਾ ਸੇਵਾ
Turkish Ücretsiz telefonla tercümanlık servisi
Vietnamese Dịch vụ thông dịch qua điện thoại miễn phí

Your quarterly bill



MR S SINGH & MS P KAUR
49 BATES AVE
THOMASTOWN VIC 3074

Enquiries	1300 304 688
Faults (24/7)	13 27 62
Account number	28 2830 2376
Invoice number	2827 5409 29177
Issue date	31 Jan 2025
Tax Invoice Yarra Valley Water ABN 93 066 902 501	

Balance	Payment will be direct debited as per your payment arrangement
\$164.66	

Summary

86 CASEY DR, LALOR	
Property Number 1231 502, LP 91051	
Product/Service	Amount
Water Supply System Charge	\$20.41
Sewerage System Charge	\$116.90
Yarra Valley Water Total	\$137.31
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$30.10
Parks Charge	\$21.50
TOTAL (GST does not apply)	\$188.91

No water usage has been charged on this account.

Payment summary

Last Account	\$95.75
Paid/Adjusted	-\$120.00
Balance	\$24.25 CR
Total this Account	+\$188.91
Total Balance	\$164.66



How to pay



*3042 282754092917 7

Direct debit
Sign up for Direct Debit at yvw.com.au/directdebit or call **1300 304 688**.

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name: **Yarra Valley Water**
BSB: **033-885**
Account number: **282877594**

BPAY®
Billers code: **344366**
Ref: **282 8302 3767**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit yvw.com.au/paying
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at postbillpay.com.au
Billers code: **3042**
Ref: **2827 5409 29177**

Credit Card
Online: yvw.com.au/paying
Phone: **1300 362 332**


MR S SINGH & MS P KAUR	
Account number	28 2830 2376
Invoice number	2827 5409 29177
Balance	\$164.66
As per your payment arrangement	

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.
Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.50.
*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

- **Water supply system charge**
1 January 2025 - 31 March 2025
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 January 2025 - 31 March 2025
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
 - Waterways and drainage charge**
1 January 2025 - 31 March 2025
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
 -  **Parks charge**
1 January 2025 - 31 March 2025
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

	Enquiries	1300 304 688	For language assistance	
	Faults and Emergencies	13 27 62 (24hr)	العربية	1300 914 361
	enquiry@yvw.com.au		廣東話	1300 921 362
	yvw.com.au		Ελληνικά	1300 931 364
			普通话	1300 927 363
			For all other languages call our translation service on 03 9046 4173	
	TTY Voice Calls	133 677		
	Speak and Listen	1300 555 727		

Next meter reading:

Between 2-9 May 2025

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 14 June 2025 12:32 PM

PROPERTY DETAILS

Address: **86 CASEY DRIVE LALOR 3075**
Lot and Plan Number: **Lot 620 LP91051**
Standard Parcel Identifier (SPI): **620\LP91051**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **107714**
Planning Scheme: **Whittlesea**
Directory Reference: **Melway 9 F5**

www.whittlesea.vic.gov.au

[Planning Scheme - Whittlesea](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

OTHER

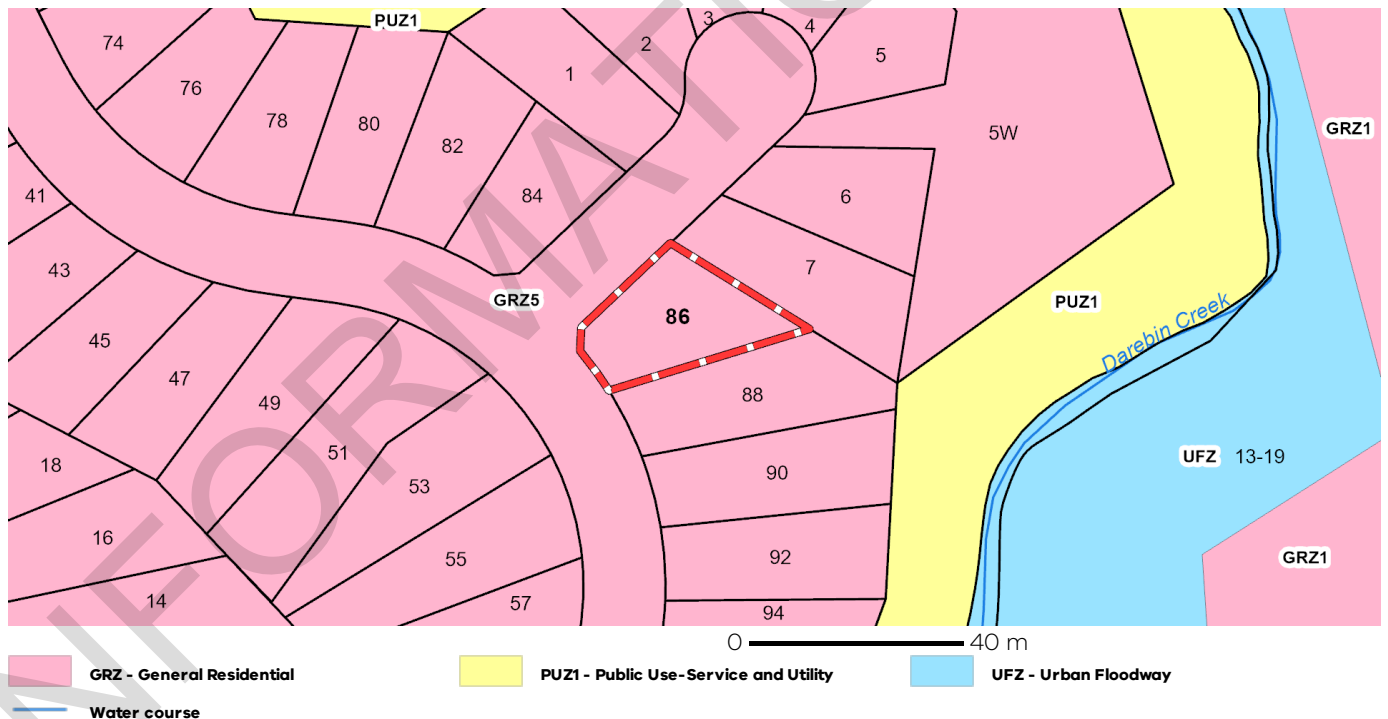
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

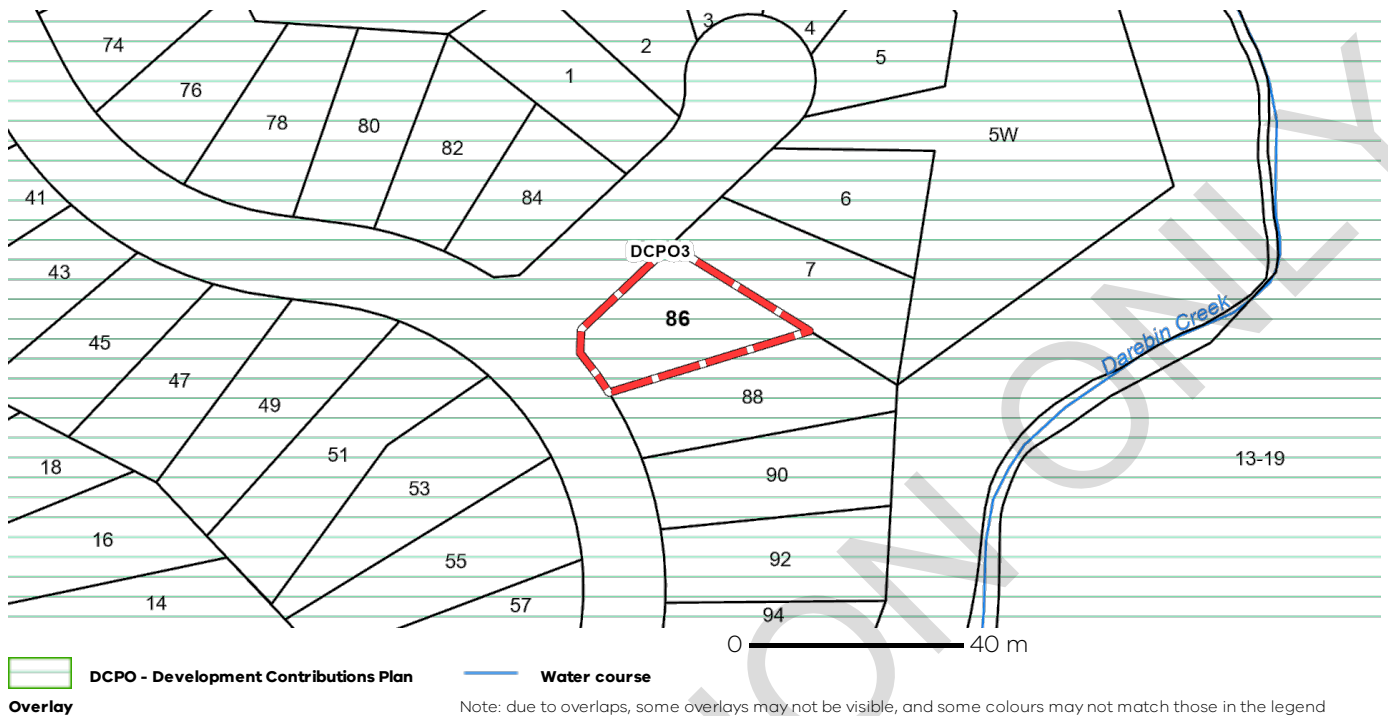
[GENERAL RESIDENTIAL ZONE - SCHEDULE 5 \(GRZ5\)](#)



Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 3 \(DCPO3\)](#)



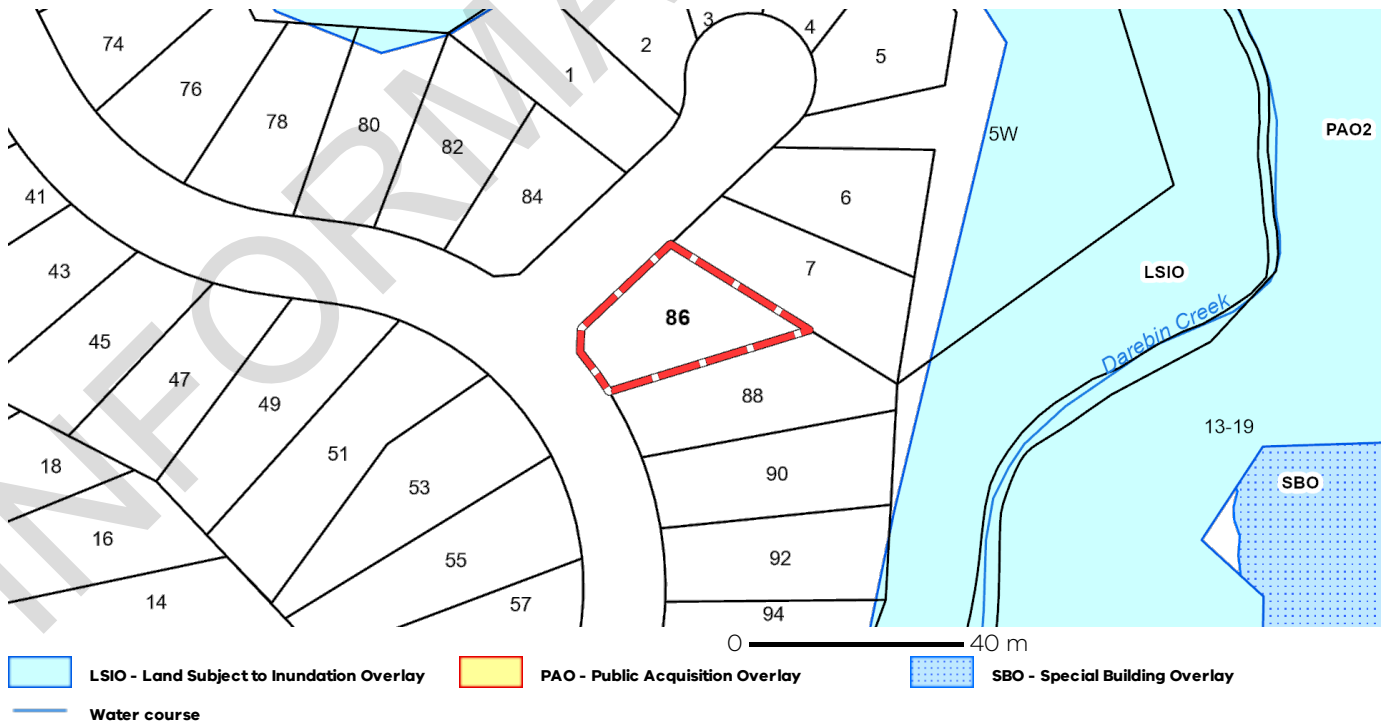
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



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

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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



Further Planning Information

Planning scheme data last updated on .

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit

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

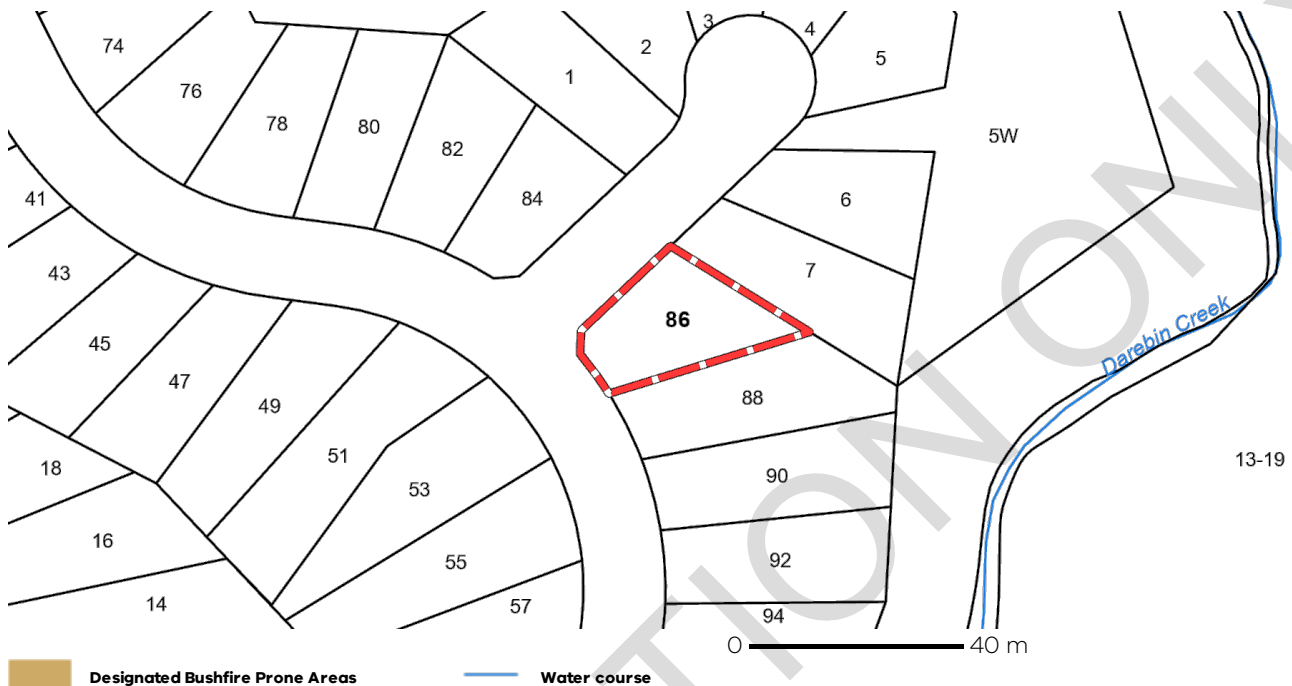
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT

From www.land.vic.gov.au at 14 June 2025 12:31 PM

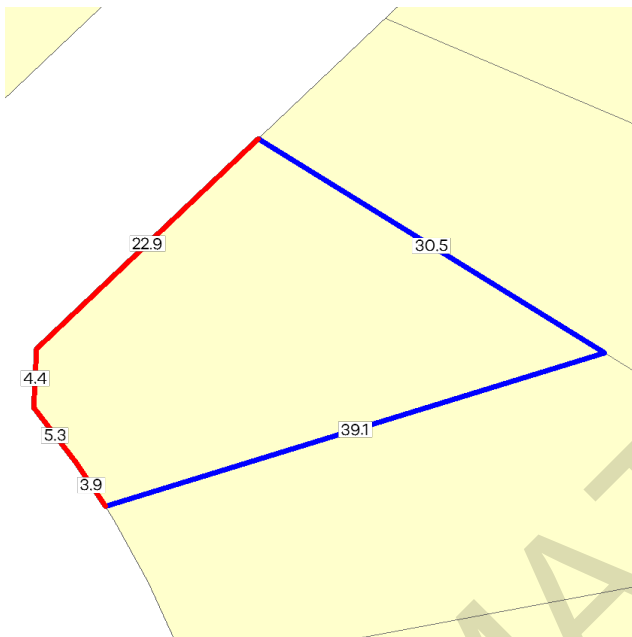
PROPERTY DETAILS

Address: **86 CASEY DRIVE LALOR 3075**
Lot and Plan Number: **Lot 620 LP91051**
Standard Parcel Identifier (SPI): **620\LP91051**
Local Government Area (Council): **WHITTLESEA**
Council Property Number: **107714**
Directory Reference: **Melway 9 F5**

www.whittlesea.vic.gov.au

SITE DIMENSIONS

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



Area: 598 sq. m

Perimeter: 106 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: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **THOMASTOWN**

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.

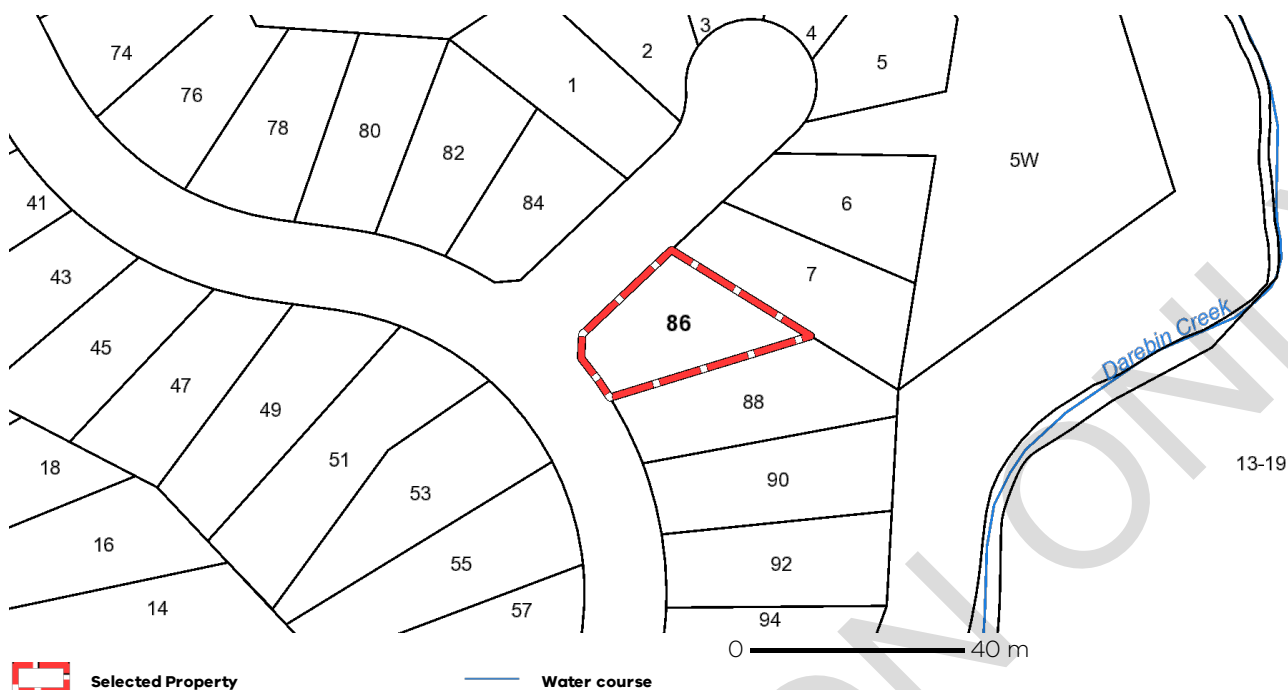
The Planning Property Report for this property can found here - [Planning Property Report](#)

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>

Area Map



Vendor:

DEVINDER SINGH & PARVINDER KAUR

**VENDORS STATEMENT PURSUANT TO
SECTION 32 OF THE SALE OF LAND
ACT 1962**

Property: **86 CASEY DRIVE, LALOR, VICTORIA
3075**

PREPARED BY:

MASTER KEY CONVEYANCING,
Conveyancer,

PO Box 1027

Melton, Victoria 3337

Tel:0449 937 713

Email:info@masterkeyconveyancing.com.au