

Part 1

Contract of Sale of Land

Property address: 5 KINGS DOMAIN , CAROLINE SPRINGS VIC 3023

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, the General Conditions and any Special Conditions in that order of priority.

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 apply to you.

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

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

Exceptions

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

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

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

Off-the-plan sales

[Section 9AA\(1A\)](#) of the Sale of Land Act 1962

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

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

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

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

Purchasers should ensure that prior to signing this contract, they have received:

- A copy of the section 32 statement required to be given by a vendor under [section 32](#) of the Sale of Land Act 1962 in accordance with [Division 2 of Part II](#) of that Act; and
- A copy of the full terms of this contract.

The parties may sign by electronic signature.

The authority of the person signing for the vendor under a power of attorney or as a director of a company or as an agent duly authorised in writing must be noted beneath the signature.

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

SIGNED BY THE PURCHASER

Name:

On ___ / ___ /20 ___

*Print name of person 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

Name: JASKARAN SINGH RAI

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

SIGNED BY THE VENDOR

Name: JASVEER KAUR RAI

On ___ / ___ /20 ___

*Print name of person signing
State nature of authority if applicable.*

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

PARTICULARS OF SALE

VENDOR'S AGENT

Name	HARCOURTS RATA & CO	Phone	
Address		Email	sold@rataandco.com.au
		Fax	

VENDOR

PRACTITIONER – SOLICITOR / CONVEYANCER

Name	JASKARAN SINGH RAI & JASVEER KAUR RAI	Name	Reliance Conveyancing
Address		Address	6 Cavalier Drive, Craigieburn 3064
		Contact	Harjot Kate Gill
		Email	kate@relianceconveyancing.com.au
ACN/ABN		Phone	0499175797
		Fax	

Purchaser

PRACTITIONER – SOLICITOR / CONVEYANCER

Name		Name	
		Address	
Address		Contact	
		Email	
ACN/ABN		Phone	
Guarantor		Fax	

LAND

General conditions 3 and 9

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	10730	96	PS415872B
Folio	327		

OR

The land includes all improvements and fixtures.

Property address

The address of the land is:

5 KINGS DOMAIN , CAROLINE SPRINGS VIC 3023

Goods sold with the land

General condition 2(a)(vi)

Goods sold with land are:

Listed as follows:

All fittings and fixtures of a permanent nature.

PAYMENT

General condition 11

Price: \$

Plus GST: \$ Payable by purchaser in addition to price - *Insert 'Nil' if no GST payable by purchaser*

Total price: \$ Payable by purchaser

Deposit: \$ By / / 20 of which \$ has been paid

Balance: \$ Payable at settlement

Foreign resident vendor: See general condition 15(f) and (g).

GST

General condition 13

No, because:

Input taxed sale of eligible residential premises

Not in the course or furtherance of an enterprise

Going concern

Farm land used for farming business or sale of subdivided farm land to an associate

Vendor not registered or required to be registered as GST turnover < \$75,000

Yes, because:

Purchaser entitled to input tax credit

Purchaser NOT entitled to input tax credit

Margin scheme applies

Mixed supply

GST withholding

Notice is required if taxable supply of residential premises or potential residential land. General condition 13(g)

Notice required to be given by vendor Yes No

Withholding required by purchaser Yes No

No withholding for residential premises because:	No withholding for potential residential land because:
<input type="checkbox"/> the premises are not new	<input type="checkbox"/> the land includes a building used for commercial purposes
<input type="checkbox"/> the premises were created by substantial renovation	<input type="checkbox"/> the purchaser is registered for GST and acquires the property for a creditable purpose
<input type="checkbox"/> the premises are commercial residential premises	

SETTLEMENT

General condition 10

Is due on / / 20

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

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

The plan of subdivision must be registered within [18 months if no other period is stated] of the day of sale (the sunset date) otherwise general condition 9(a) shall apply.

LEASE

General conditions 1(a)(iii) and 22

At settlement the purchaser is:

Entitled to vacant possession.

OR

Subject to a lease, particulars of which are:

Attached; or

As follows:

TERMS CONTRACT

Add special conditions.

This contract is intended to be a terms contract within the meaning of the [Sale of Land Act 1962](#)

Yes No

LOAN

General condition 14(a)-(e)

This contract is subject to a loan being approved: Yes No

Lender:

Loan amount: \$

BUILDING & PEST REPORT

General condition 14(f)-(j)

This contract is subject to:

Building report. Provider:

Pest report. Provider:

Special Conditions

Yes No

INFORMATION ONLY

GENERAL CONDITIONS

The vendor warrants that these general conditions are identical to the general conditions of the By Lawyers contract of sale of land current as at the date of preparation of this contract. The parties agree that special conditions may be added to these general conditions but that these general conditions shall prevail in the case of any conflict between the general conditions and the special conditions.

CONTENTS

- | | |
|--|--------------------------------------|
| 1. Encumbrances | 15. Adjustments |
| 2. Vendor warranties | 16. Time |
| 3. Identity of the land | 17. Service |
| 4. Services | 18. Nominee |
| 5. Consents | 19. Liability of signatory |
| 6. Transfer | 20. Guarantee |
| 7. Electronic settlement | 21. Notices |
| 8. Builder warranty insurance | 22. Lease |
| 9. Off the plan | 23. Loss or damage before settlement |
| 10. Settlement | 24. Abandoned goods |
| 11. Payment | 25. Default |
| 12. Stakeholding | 26. Interest |
| 13. Goods and Services Tax | 27. Default notice |
| 14. Loan, building report or pest report | 28. Rescission notice |

1. Encumbrances

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

- (a) The vendor warrants that the vendor:
- (i) Has, or by the due date for settlement will have, the right to sell the land; and
 - (ii) Is under no legal disability; and
 - (iii) Is in possession of the land, either personally or through a tenant; and

- (iv) Has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (v) Will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (vi) Will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- (b) The vendor further warrants that the vendor has no knowledge of any of the following:
- (i) Public rights of way over the land;
 - (ii) Easements over the land;
 - (iii) Lease or other possessory agreement affecting the land;
 - (iv) 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;
 - (v) Legal proceedings which would render the sale of the land void, voidable or capable of being set aside.
- (c) The above warranties are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- (d) If sections 137B and 137C of the Building Act 1993 apply to this contract, the vendor warrants that:
- (i) 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
 - (ii) 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
 - (iii) 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.

- (e) Words and phrases used in this general condition have the same meaning as in the Building Act 1993.

3. Identity of the land

- (a) 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.
- (b) The purchaser may not:
 - (i) Make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (ii) Require the vendor to amend title or pay any cost of amending title.

4. Services

- (a) 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.
- (b) 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

- (a) Unless settlement is to be conducted electronically, the transfer of land 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.

- (b) If settlement is to be conducted electronically the purchaser must create and sign the transfer of land in the workspace at least 10 days before settlement.
- (c) The vendor must create the Land Transfer Duties form required for assessment of duty on this transaction within 14 days of the day of sale and must have completed all the information required of the vendor at least 5 days before settlement.

7. Electronic settlement

- (a) The parties may agree to conduct settlement in accordance with the Electronic Conveyancing National Law.
- (b) The vendor must open the electronic workspace as soon as reasonably practicable and nominate a time of day for locking the workspace at least 7 days before the due date for settlement.
- (c) Settlement occurs when the workspace records that the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred.

8. Builder warranty insurance

The vendor agrees to provide prior to settlement details of any current builder warranty insurance relating to the property if requested in writing to do so at least 21 days before settlement.

9. Off the plan

- (a) If the land is a lot on an unregistered plan of subdivision and the lot is proposed to be used for residential purposes then if the plan has not been registered or an occupancy permit has not been issued by the sunset date specified in the particulars of sale:
 - (i) The purchaser may at any time thereafter, but prior to the plan being registered or an occupancy permit being issued, rescind this contract by notice in writing;

- (ii) The vendor may, prior to the plan being registered or an occupancy permit being issued, rescind this contract after obtaining the written consent of each purchaser to the rescission after giving each purchaser at least 28 days written notice before the proposed rescission, pursuant to section 10B(3) of the Sale of Land Act 1962;

- (iii) Pursuant to section 10F(1) of the Sale of Land Act 1962, the vendor gives the purchaser notice that:

- A. The vendor is required to give notice of a proposed rescission of the contract under the sunset clause; and
- B. The purchaser has the right to consent to the proposed rescission of the contract but is not obliged to consent; and
- C. The vendor has the right to apply to the Supreme Court for an order permitting the vendor to rescind the contract; and
- D. The Supreme Court may make an order permitting the rescission of the contract if satisfied that making the order is just and equitable in all the circumstances.

- (b) If the land is a lot on an unregistered plan of subdivision and the lot is not proposed to be used for residential purposes then if the plan has not been registered by the sunset date specified in the particulars of sale either party may at any time thereafter, but prior to the plan being registered, rescind this contract by notice in writing.
- (c) If this contract includes the construction of any building on the land, the purchaser will not be obliged to settle until 14 days after being provided with an occupancy permit in respect of that building.
- (d) If the building has not been constructed in accordance with the plans and specifications annexed to this contract or otherwise provided to the purchaser by the vendor, the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.
- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.
- (b) The purchaser may, subject to the vendor's consent, pay the deposit by way of a deposit bond or bank guarantee.
- (c) If the land sold is a lot on an unregistered plan of subdivision, the deposit:
 - (i) Must not exceed 10% of the price; and
 - (ii) 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.

10. Settlement

- (a) At settlement:
 - (i) The purchaser must pay the balance of purchase money; and
 - (ii) The vendor must:
 - A. Do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - B. Give either vacant possession or receipt of rents and profits in accordance with the particulars of sale; and
 - C. Ensure that keys enabling access to the property are available to the purchaser.
- (b) The vendor's obligations under this general condition continue after settlement.
- (c) Settlement must be conducted between the hours of 10 am and 4 pm unless the parties agree otherwise.
- (d) The purchaser must pay all money other than the deposit:
 - (i) To the vendor, or the vendor's legal practitioner or conveyancer; or
 - (ii) In accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- (e) Payments may be made or tendered:
 - (i) In cash; or
 - (ii) By cheque drawn on an authorised deposit taking institution; or
 - (iii) At the direction of the vendor, by cheque drawn on a trust account; or
 - (iv) If the parties agree, by electronically transferring the payment in the form of cleared funds. The purchaser must provide evidence to the vendor or the vendor's legal practitioner or conveyancer that the electronic transfer has taken place.

11. Payment

- (a) The purchaser must pay the deposit:
 - (i) To the vendor's licensed estate agent; or
 - (ii) If there is no estate agent:
 - A. To the vendor's legal practitioner or conveyancer; or
 - B. 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.
- (f) At settlement, the purchaser must pay the fees on up to 3 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 bear the fees incurred for additional cheques.
- (g) For the purpose of this contract '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.

12. Stakeholding

- (a) The deposit must not be released until general condition 14 and any special condition benefiting the purchaser have been satisfied.
- (b) Any objection to the vendor's title must be made within 28 days of the day of sale.
- (c) If the vendor gives notice that there is no mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor 28 days after the day of sale provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title.
- (d) If there is a mortgage or caveat, other than a purchaser's caveat, affecting the land the stakeholder is authorised to transfer the deposit to the vendor provided that:
 - (i) General condition 12(a) has been satisfied; and
 - (ii) The purchaser has not made a valid objection to title; and
 - (iii) The vendor has provided to the purchaser reasonable evidence that the total amount of secured debts does not exceed 70% of the sale price; and
 - (iv) 28 days have elapsed since providing that evidence.

13. Goods and Services Tax

- (a) Unless otherwise provided in the particulars of sale or the special conditions, the price includes any GST payable by the vendor.
- (b) Except when the margin scheme applies the vendor must on or before settlement provide the purchaser with a tax invoice for any GST included in the price.
- (c) If the sale is made as a taxable supply that subsequently proves not to be a taxable supply, the vendor will repay to the purchaser any money paid on account of GST.

- (d) This clause applies if '**going concern**' is specified in the particulars of sale.
 - (i) The purchaser warrants that it is registered for GST.
 - (ii) The parties agree that the vendor's supply of the property under this contract is the supply of a going concern under section 38-325 of the A New Tax System (Goods and Services Tax) Act 1999, and that the supply is GST free for the purposes of that Act.
 - (iii) The vendor must continue to carry on the enterprise until settlement.
 - (iv) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a going concern, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (e) This clause applies if '**farmland used for farming business or sale of subdivided farmland**' to an associate' is specified in the particulars of sale.
 - (i) The vendor warrants that the property is land on which a farming business has been carried on for a period of 5 years preceding the date of supply.
 - (ii) The purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
 - (iii) If the vendor is served with a demand, assessment or other correspondence from the Australian Taxation Office indicating that a supply under this contract is not the supply of a farming business, upon being served with a copy of the demand and a tax invoice the purchaser shall pay the amount of the GST to the vendor.
- (f) This clause applies if '**mixed supply**' is specified in the particulars of sale.
 - (i) GST is included in the price.

- (ii) The parties agree that the property comprises two components, namely, a commercial building and a residential building.
- (iii) GST is payable by the vendor on settlement on the value of the commercial building and not the residential building, which is input taxed.
- (iv) The parties must agree on the value of the commercial and residential components, failing which the vendor must deliver to the purchaser before settlement a copy of a valuation by a registered valuer showing the apportionment of the values.

(g) GST withholding - Residential premises or potential residential land

The following conditions apply if this sale includes a taxable supply of residential premises or potential residential land as defined in the GST Act:

- (i) Vendor's notice
 - A. If the particulars of sale indicate that no GST withholding under Subdivision 14-E Taxation Administration Act 1953 is payable, the vendor hereby gives notice under section 14-255 that the purchaser is not required to make a GST withholding payment under section 14-250 for the reason indicated in the particulars of sale; otherwise
 - B. The vendor shall give the purchaser notice of the GST withholding amount and particulars required by section 14-255 at least 14 days prior to settlement.
- (ii) Amount to be withheld by the purchaser
 - A. Where the margin scheme applies 7% of the purchase price; otherwise
 - B. 1/11th of the consideration inclusive of GST, which may include non-cash consideration.
- (iii) The purchaser must notify the Australian Taxation Office and obtain a payment reference number to accompany payment.

(iv) Purchaser to remit withheld amount

- A. If settlement is conducted through an electronic conveyancing platform, the purchaser must remit the withheld amount to the Australian Taxation Office on settlement; otherwise
- B. The purchaser must give the vendor on settlement a cheque for the withheld amount, payable to the Australian Taxation Office and drawn on an authorised deposit taking institution. The vendor must immediately forward that cheque to the Australian Taxation Office with the payment reference number.

(v) Vendor to indemnify purchaser

In the event the purchaser is required to pay to the Australian Taxation Office an amount greater than the withheld amount, the vendor indemnifies the purchaser for such additional amount.

14. Loan, building report or pest report

- (a) 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 within the approval period or any later date in accordance with this condition.
- (b) If the loan has not been approved within the approval period, the purchaser may request an extension of time to obtain loan approval (extension request) and the vendor may either:
 - (i) Grant the extension request; or
 - (ii) Advise the purchaser that the extension request is refused,
 in which case the purchaser may, within 2 clear business days either:
 - (iii) End the contract; or
 - (iv) Advise the vendor that the purchaser no longer relies on this condition.
- (c) If the vendor fails to respond to the extension request within 2 clear business days the purchaser may, within a period of 2 clear business days, either:

- (i) End the contract; or
- (ii) Advise the vendor that the purchaser no longer relies on this condition.
- (d) The purchaser may end the contract if the loan is not approved within the approval period or the extended approval date, if applicable, but only if the purchaser:
 - (i) Applied for the loan; and
 - (ii) Did everything reasonably required to obtain approval of the loan; and
 - (iii) Provides written proof to the vendor that the loan was not approved; and
 - (iv) Serves written notice on the vendor ending the contract within 2 clear business days after the expiry of the approval period or the extended approval date, if applicable; and
 - (v) Is not in default under any other condition of this contract when the notice is given.
- (e) If the particulars of sale specify that this contract is subject to a building report or pest report being obtained, this contract is subject to the purchaser obtaining a building report and/or pest report satisfactory to the purchaser in relation to the property within 10 days of the day of sale (the satisfaction date) or any later date agreed by the vendor (the extended satisfaction date).
- (f) The purchaser may end the contract if a satisfactory report is not obtained by the satisfaction date, or the extended satisfaction date, if applicable, but only if the purchaser:
 - (i) Applied for the report; and
 - (ii) Provides the vendor with a copy of the written report; and
 - (iii) Serves written notice ending the contract on the vendor within 2 clear business days after the satisfaction date or extended satisfaction date, if applicable; and
 - (iv) Is not in default under any other condition of this contract when the notice is given; and

the building report reveals a defect, or the pest report reveals an infestation, either of which materially prejudices the purchaser and the purchaser, acting reasonably, would not have entered into the contract if the defect or infestation had been disclosed.

- (g) All deposit money must be immediately refunded to the purchaser if the contract is ended in accordance with this general condition.

15. Adjustments

- (a) All periodic outgoings payable by the vendor and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate. However, tax for which the vendor is or may become liable under the Land Tax Act 2005 in respect of the land will not be apportioned when the sale price is less than the threshold amount determined under s 10I of the Sale of Land Act 1962.
- (b) The periodic outgoings and rent and other income must be apportioned on the following basis:
 - (i) 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
 - (ii) The land is treated as the only land of which the vendor is owner, as defined in the Land Tax Act 2005; and
 - (iii) The vendor is taken to own the land as a resident Australian beneficial owner; and
 - (iv) Any personal statutory benefit or burden applicable to either party is disregarded in calculating apportionment.
- (c) If requested by the vendor, the purchaser must provide copies of all certificates and other information used to calculate adjustments.
- (d) If the purchaser takes possession of the property prior to settlement pursuant to a licence agreement, adjustments will be calculated from the date of possession.

- (e) If requested by the vendor, the purchaser will authorise the vendor to issue legal proceedings in the name of the purchaser against any tenant for any amount due by the tenant to the vendor pursuant to the lease as at the day of settlement. If requested by the purchaser, the vendor will provide the purchaser with an indemnity in respect of such proceedings.
- (f) The purchaser is entitled to deduct 15% of the price at settlement unless the vendor provides the purchaser with a clearance certificate issued pursuant to section 14-235(2) in Schedule 1 Taxation Administration Act 1953 (Cth) at least 5 days before settlement.
- (g) The purchaser must pay any amount deducted pursuant to general condition 15(f) to the Commissioner pursuant to section 14-200 in Schedule 1 Taxation Administration Act 1953 (Cth) at or immediately following settlement.
- (h) The amount to be adjusted shall not include GST if the party entitled to the adjustment is also entitled to an input tax credit for the GST on the outgoing or has a GST liability on the income.
- (i) If, following completion, it is established that an error has occurred in the calculation of adjustments, the parties agree to rectify the error.

16. Time

- (a) Time is of the essence of this contract.
- (b) Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.
- (c) The parties may agree to reduce or extend the time for performance of any obligation pursuant to this contract. This agreement shall be binding when confirmed in writing by the parties, or their legal practitioner or conveyancer.

17. Service

- (a) 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.
- (b) A document is sufficiently served if served:
 - (i) Personally; or
 - (ii) By pre-paid post; or
 - (iii) By facsimile; or
 - (iv) By email.
- (c) Unless proven otherwise, any document sent by:
 - (i) Express post is taken to have been served on the next business day after posting;
 - (ii) Priority post is taken to have been served on the fourth business day after posting;
 - (iii) Regular post is taken to have been served on the sixth business day after posting;
 - (iv) Facsimile is taken to have been served at the end of the first day following the day on which the document is so faxed;
 - (v) 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.
- (d) The word 'document' includes any 'demand' or 'notice', and 'service' includes 'give'.

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.

20. Guarantee

- (a) If the purchaser is a proprietary limited company, the vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract.

- (b) Failure to sign a guarantee in standard form submitted by the vendor will constitute a default pursuant to this contract by the purchaser.

21. Notices

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

22. Lease

- (a) The vendor must provide the purchaser with an original copy of any written lease affecting the property and any assignments or subleases of the lease.
- (b) If the vendor is unable to provide an original lease, the vendor must provide a copy acknowledged by the current tenant as binding on the parties.
- (c) If the property is subject to the Retail Leases Act 2003, the vendor must provide the purchaser with a copy of the disclosure statement.

23. Loss or damage before settlement

- (a) The purchaser 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.
- (b) The vendor carries the risk of loss or damage to the property until settlement and 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.

- (c) If one or more of the goods is not in the same condition it was in on the day of sale, at settlement the purchaser must not delay settlement but may claim compensation from the vendor after settlement.

- (d) If the property is not in the same condition it was in on the day of sale at settlement the purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties.

- (e) 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.

- (f) The stakeholder must pay the amounts withheld in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

24. Abandoned goods

Ownership of any goods owned by the vendor remaining on the premises after settlement passes to the purchaser.

25. Default

A party who defaults in the performance of this contract must pay to the other party, on demand:

- (a) At the time of settlement: any interest and costs pursuant to general conditions 27 and 28; and
- (b) After settlement: compensation for any reasonably foreseeable loss to the other party as a result of the 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

- (a) 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.
- (b) The default notice must:
 - (i) Specify the particulars of the default; and
 - (ii) State that it is the offended party's intention to exercise the rights arising from the default unless, within 7 days of the notice being given:
 - A. The default is remedied; and
 - B. Costs of \$440, including GST, are paid.
- (c) The party serving the default notice may extend performance of the default notice in writing.

28. Rescission notice

- (a) If the party in default has not remedied the default within 7 days, the other party may give a rescission notice.
- (b) The rescission notice must:
 - (i) Specify the particulars of the failure to comply with the default notice; and
 - (ii) State that the contract will be ended in 10 days after the notice is given unless:
 - A. The default is remedied; and
 - B. Further costs of \$660, including GST, are paid.
- (c) The party serving the rescission notice may extend performance of the rescission notice in writing.
- (d) If the contract ends by a rescission notice given by the purchaser:
 - (i) The purchaser must be repaid any money paid under the contract and be paid any interest, costs and reasonable losses payable under the contract; and

- (ii) All those amounts are a charge on the land until payment; and
- (iii) The purchaser may also recover any loss otherwise recoverable.
- (e) If the contract ends by a rescission notice given by the vendor:
 - (i) The deposit is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (ii) The vendor is entitled to possession of the property; and
 - (iii) In addition to any other remedy, the vendor may within one year of the contract ending either:
 - A. Retain the property and sue for damages for breach of contract; or
 - B. 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
 - (iv) 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
 - (v) Any determination of the vendor's damages must take into account the amount forfeited to the vendor.

Special Conditions

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

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

1 ACCEPTANCE OF TITLE

General condition 12.4 is added:

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

EC

2 ELECTRONIC CONVEYANCING

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 2 applies, if the box is marked "EC".

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

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

2.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
- (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.

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

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 Settlement occurs when the workspace records that:

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

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible – if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator.
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 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.

3 **PLANNING SCHEMES**

The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

4 **NO REPRESENTATIONS**

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

5 **PAPER SETTLEMENT**

If Vendor's representative needs to do paper settlement under Purchaser's representative request, the admin fee of \$350 will be charged to the Purchaser.

6 **DWELLING**

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

7 **DEPOSIT**

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

8 **AUCTION**

The Rules and Information Sheet for the conduct of the auction shall be as set out in the Schedules of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those Rules.

9 **GUARANTEE**

If a company purchases the property:

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

10 **FIRB APPROVAL**

10.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (C'th) do not require the purchaser to obtain consent to enter this contract.

10.2 If there is a breach of the warranty contained in Special Condition 8.1 (whether intentional or not) the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach;

10.3 This warranty and indemnity do not merge on completion of this contract.

11 **CONDITION OF PROPERTY**

11.1 The property and any chattels are sold:

- (a) in their present condition as day of sale, vendor is not liable to fix any issues raised after the day of sale unless they are mentioned in the special conditions upon signing of the contract.
- (b) subject to all defects latent and patent;
- (c) subject to any infestations and dilapidation;
- (d) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) subject to all easements, covenants, leases, encumbrances, appurtenant easements and encumbrances and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation thereto

11.2. The Purchaser acknowledges having carried out his/ her own searches with the relevant council/water and any other authority applicable to the property for accurate information and has obtained all information in relation to all matter and relies and admits that he/she is satisfied with same. The Purchaser cannot seek any costs or claim compensation from the Vendor in relation to any search and or information obtained by the Purchaser.

11.3. The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

11.4. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

11.5 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations, or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.

12 **DEFAULT NOT REMEDIED**

General condition 35.4 of the Contract is amended to add: The Purchaser is hereby notified that should settlement not be completed on the settlement due date, they may be liable for the Vendor's losses including but not limited to:

- (a) All costs associated with obtaining bridging finance to complete the vendor's purchase of another property, and interest charged on such bridging finance.
- (b) Interest payable by the Vendor under any existing mortgage over the property calculated from the due date.
- (c) Accommodation and/or storage expenses necessarily incurred by the Vendor.
- (d) Costs and expenses as between the Vendor's Conveyancer and/or Solicitors and the Vendor. Should a Default Notice be issued, the costs and expenses would be \$700.00 (plus GST).
- (e) Penalties payable by the Vendor to a third party through any delay in completion of purchase.

Contract of Sale special conditions

(f) Penalty Interest General Condition 33 shall be deleted and replaced as follows:- The penalty interest payable on late settlements are calculated at the rate of 6% per annum plus the rate from the time before 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.

13 LOAN

General condition 20.2 (c) herein shall be deleted and substituted to read as follows: -(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan from approved lending institution(not from a broker), on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor. Such notice must be on a formal letter head from approved lending institution which the loan application was applied to.

14 RESCHEDULED SETTLEMENT

The Purchaser shall pay the Vendors rep \$330.00 (incl GST) on an indemnity basis for the costs incurred each time settlement is rescheduled at the request of the Purchaser or its representation or Mortgagee, adjustable at settlement.

15 SWIMMING POOL OR SPA

In relation to any swimming pool and or spa located on the land (hereinafter referred to as 'the Pool'), the purchaser acknowledges and agrees:

- (a) the Pool may not have fencing or safety measures that comply with the requirements of Victorian swimming pool/spa barrier laws, regulations and or associated building laws;
- (b) the purchaser is responsible for all costs and any associated works that may be required with respect to the Pool's compliance with Victorian swimming pool/spa barrier laws, regulations and associated building laws and the purchaser hereby releases and indemnifies the vendor accordingly. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation with respect to the Pool or compliance matters referred to in this special condition.

16 STATEMENT OF ADJUSTMENTS

Statement of Adjustments and all relevant certificates must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 2 business days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$220.00 for the delay in receiving the Statement of Adjustments and all relevant certificates.

17. NOMINATION:

The nominee must pay the additional professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

18. Pending settlement the Vendor may, and shall be at liberty to, disconnect any utilities, including but not limited to electricity and telephone, that may have been connected to and/or servicing the Property on the Day of Sale; the Purchaser shall be wholly responsible for the cost of reconnection of any service to the Property and no claim shall be made against the Vendor in relation thereto.

19. LAND TAX

The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties.

GUARANTEE and INDEMNITY

I/We, of

and..... of

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

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

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

this day of

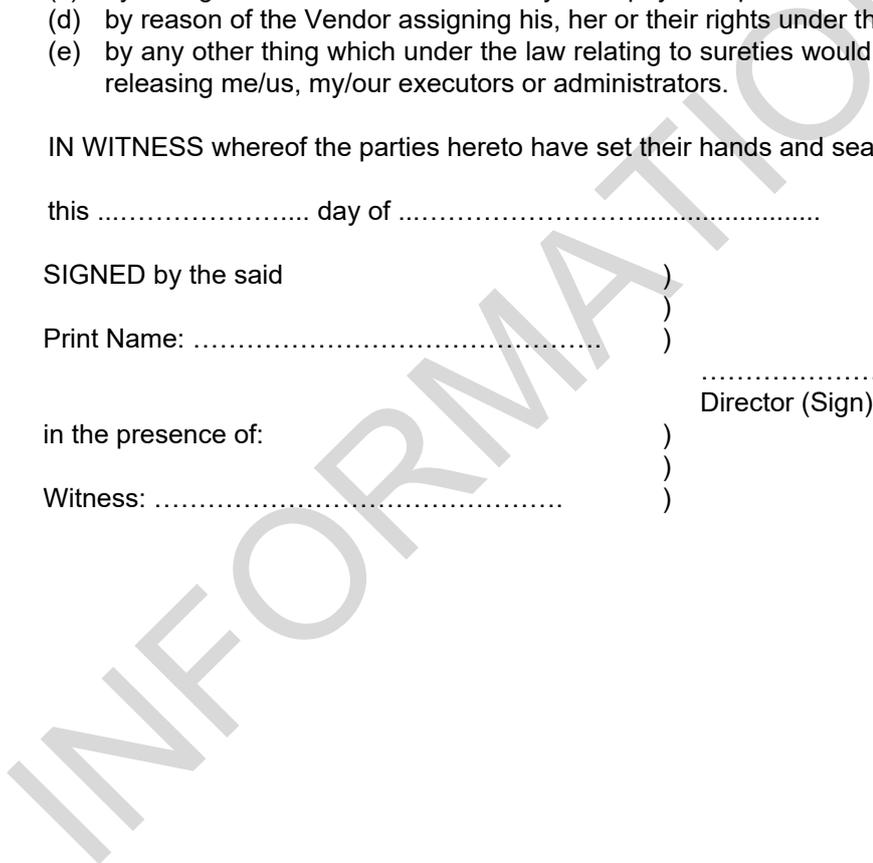
SIGNED by the said)

Print Name:)

.....
Director (Sign)

in the presence of:)

Witness:)



Vendor Statement

Pursuant to Section 32 Sale of Land Act 1962

And

Contract of Sale of Land

Property address: 5 KINGS DOMAIN OTHER, CAROLINE SPRINGS VIC 3023

Vendor: JASKARAN SINGH RAI & JASVEER KAUR RAI

Purchaser:

Prepared by:
Reliance Conveyancing

Email: kate@relianceconveyancing.com.au

Ref:

Vendor Statement

The vendor makes this statement in respect of the land in accordance with [section 32](#) of the Sale of Land Act 1962.

This statement must be signed by, or on behalf of, the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land: 5 KINGS DOMAIN OTHER, CAROLINE SPRINGS VIC 3023

SIGNED BY THE VENDOR

Name: JASKARAN SINGH RAI

On ___/___/20___

SIGNED BY THE VENDOR

Name: JASVEER KAUR RAI

On ___/___/20___

State nature of authority if applicable.

Not Applicable

State nature of authority if applicable.

Not Applicable

SIGNED BY THE PURCHASER

Name:

On ___/___/20___

State nature of authority if applicable.

Not Applicable

SUMMARY PAGE OF THE VENDOR STATEMENT *(Please tick)*

✓	Topic	✓	Topic	✓	Topic
✓	Attachments		Subdivision		Building insurance
✓	Title		Owners corporation		Terms contract
✓	Land use & services		Notices		Sale subject to mortgage
✓	Planning	✓	Building permits		(GAIC) Growth areas infrastructure contribution
✓	Financial matters		Owner builder insurance		Disclosure of energy information

ATTACHMENTS

Any certificates, documents and other attachments may be annexed or further information added here.

Attached

Further information:

TITLE

Attached are copies of the following documents:

- (a) Register Search Statement and the document referred to as the diagram location in the Register Search Statement.
- (b) Evidence of the vendor’s right or power to sell where the vendor is not the registered proprietor or the owner in fee simple.

LAND USE & SERVICES

(a) Easements, covenants, or other similar restrictions

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

Attached copies of title document/s.

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

(b) Services

The following services are NOT connected to the land:

Electricity supply Gas supply Telephone Water supply Sewerage

(c) Road access Yes No

PLANNING

(a) Planning scheme

Attached is a certificate with the required specified information.

OR

Name of planning scheme:	
Name of responsible authority:	
Zoning of the land:	
Name of planning overlay:	

(b) Designated bushfire prone area

Yes No Under [section 192A](#) of the [Building Act 1993](#)

FINANCIAL MATTERS

(a) Particulars of the amount of any rates, taxes, charges or other similar outgoings including interest

Contained in the attached certificate/s.

(b) Particulars of any charge under any Act

Amount owing: \$ To Chargee:

Other particulars (including dates and times of payments):

BUILDING PERMITS

Is there a residence on the land? Yes No

If yes, particulars of any building permit issued under the [Building Act 1993](#) in the preceding 7 years are:

Attached.

INFORMATION ONLY

DUE DILIGENCE CHECKLIST FOR HOME AND RESIDENTIAL PROPERTY BUYERS

Consumer Affairs Victoria

Overview

Before you buy a home or vacant residential land, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them.

All sellers or estate agents must make this checklist available to potential buyers of homes or residential property.

Sellers or estate agents must:

- ensure copies of the due diligence checklist are available to potential buyers at any open for inspection
- include a link to this webpage ([consumer.vic.gov.au/due diligence checklist](http://consumer.vic.gov.au/due-diligence-checklist)) or include a copy on any website maintained by the estate agent or the seller (if no estate agent is acting for the seller).

You can print additional copies of the [Due diligence checklist \(Word, 58KB\)](#).

This page contains additional links to organisations and web pages that can help you learn more.

Urban living

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

For more information, visit the [Commercial and industrial noise page on the Environment Protection Authority website](#) and the [Odour page on the Environment Protection Authority website](#).

Buying into an owners corporation

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

For more information, view our [Owners corporations section](#) and read the [Statement of advice and information for prospective purchasers and lot owners \(Word, 53KB\)](#).

Growth areas

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

For more information, visit the [Growth Areas Infrastructure Contribution page on the Department of Environment, Land, Water & Planning website](#).

To find out if a property is within the Melbourne Strategic Assessment area, which has special requirements for biodiversity conservation, use the Obligations in the Biodiversity Conservation Strategy Area tool on the [Department of Environment, Land, Water and Planning - Native Vegetation Information Management website](#).

Flood and fire risk

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

For information about fire risk, visit:

- [Bushfire Management Overlay in planning schemes - Department of Environment, Land, Water & Planning website](#)
- [Building in bushfire prone areas - Department of Environment, Land, Water & Planning website](#).

For general information about flood risk, visit the [Australian Flood Risk Information Portal on the Geoscience Australia website](#).

To find out who is responsible for floodplain management in your area, visit the [Catchment management framework page on the Department of Environment, Land, Water & Planning website](#).

Catchment management authority websites:

- [Melbourne Water website](#) - includes floodplain management for Port Phillip and Westernport regions
- [Corangamite Catchment Management Authority website](#)
- [East Gippsland Catchment Management Authority website](#)
- [Glenelg Hopkins Catchment Management Authority website](#)
- [Goulburn Broken Catchment Management Authority website](#)
- [Mallee Catchment Management Authority website](#)
- [North Central Catchment Management Authority website](#)
- [North East Catchment Management Authority website](#)
- [West Gippsland Catchment Management Authority website](#)
- [Wimmera Catchment Management Authority website](#).

Rural properties

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle. For information about what impacts you should expect and how to manage them, visit the [New landholders section on the Agriculture Victoria website](#).
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property. The limitations on clearing and processes for legal clearing are set out on the [Native vegetation page on the Agriculture Victoria website](#).
- Do you understand your obligations to manage weeds and pest animals? Visit the [New landholders section on the Agriculture Victoria website](#).
- Can you build new dwellings? Contact the local council for more information.
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land? For more information, visit the [Forestry & land use page on the Department of Environment, Land, Water & Planning website](#).

Earth resource activity, such as mining

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

For more information, visit the:

- [GeoVic page on the Department of Economic Development, Jobs, Transport and Resources website](#)
- [Information for community and landholders page on the Department of Economic Development, Jobs, Transport and Resources website](#).

Soil and groundwater contamination

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

For information on sites that have been audited for contamination, visit the [Contaminated site management page on the Environment Protection Authority website](#).

For guidance on how to identify if land is potentially contaminated, see the Potentially Contaminated Land General Practice Note June 2005 on the [Planning Practice Notes page on the Department of Environment, Land, Water & Planning website](#).

Land boundaries

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

For more information, visit the [Property and land titles page on the Department of Environment, Land, Water & Planning website](#).

Planning controls affecting how the property is used, or the buildings on it

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

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

Proposed or granted planning permits

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

The local council can give you advice about planning schemes, as well as details of proposed or current planning permits. For more information, visit the [Planning Schemes Online section on the Department of Environment, Land, Water & Planning website](#).

A cultural heritage management plan or cultural heritage permit may be required prior to works being undertaken on the property. For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

Safety

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

For more information, visit the [Consumers section on the Victorian Building Authority website](#) and the [Energy Safe Victoria website](#).

Building permits

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to

ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

For more information about building regulation, visit our [Building and renovating section](#).

Aboriginal cultural heritage and building plans

For help to determine whether a cultural heritage management plan is required for a proposed activity, visit the [Planning and development of land page on the Aboriginal Victoria website](#).

Insurance cover for recent building or renovation works

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

You can find out more about insurance coverage on the [Owner builders page on the Victorian Building Authority website](#) and [Domestic building insurance page on the Victorian Building Authority website](#).

Connections for water, sewerage, electricity, gas, telephone and internet

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

For help choosing an energy retailer, visit the [Victorian Energy Compare website](#).

For information on possible impacts of easements, visit the [Caveats, covenants and easements page on the Department of Environment, Land, Water and Planning website](#).

For information on the National Broadband Network (NBN) visit the [NBN Co website](#).

Buyers' rights

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

For more information, view our [Buying property section](#).

Professional associations and bodies that may be helpful:

- [Australian Institute of Architects website](#)
- [Association of Consulting Surveyors Victoria website](#)
- [Australian Institute of Conveyancers \(Victorian Division\) website](#)
- [Institute of Surveyors Victoria website](#)
- [Law Institute of Victoria website](#)
- [Real Estate Institute of Victoria website](#)
- [Strata Community Australia \(Victoria\) website](#).

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

Page 1 of 1

VOLUME 10730 FOLIO 327

Security no : 124131451213A
Produced 19/01/2026 08:23 PM

LAND DESCRIPTION

Lot 96 on Plan of Subdivision 415872B.
PARENT TITLE Volume 10699 Folio 041
Created by instrument PS415872B 11/06/2003

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JASKARAN SINGH RAI
JASVEER KAUR RAI both of 5 KINGS DOMAIN CAROLINE SPRINGS VIC 3023
AS226107T 04/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS226108R 04/06/2019
NATIONAL AUSTRALIA BANK LTD

COVENANT AC952564B 30/06/2004

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

DIAGRAM LOCATION

SEE PS415872B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 5 KINGS DOMAIN CAROLINE SPRINGS VIC 3023

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 04/06/2019

DOCUMENT END

Security No : 124130770048W
Produced 15/12/2025 03:45 PM

Volume 10730 Folio 327

ACTIVITY IN THE LAST 125 DAYS

NIL

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 04/06/2019

STATEMENT END

INFORMATION ONLY

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AC952564B
Number of Pages (excluding this cover sheet)	3
Document Assembled	15/12/2025 15:45

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

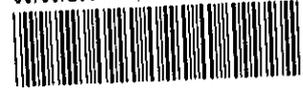
The document is invalid if this cover sheet is removed or altered.

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

96

AC952564B

30/06/2004 \$314 45


Lodged by:

Conk Chambers West
x p/n x w/ search
Conk

Name: TISHER LINER & CO.

Phone: (03) 9602 4055

Address: 317-319 LaTrobe Street

MELBOURNE

Ref: FT:JIG:02192

Customer Code: 1662T



MADE AVAILABLE / CHANGE CONTROL
Land Titles Office Use Only

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-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Volume 10730 Folio 327

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

all its estate and interest in fee simple

Consideration:

NINETY ONE THOUSAND DOLLARS (\$91,000.00)



Transferor: (full name)

GILBERTSON'S PASTORAL COY. PTY LTD ACN 004 294 286

Transferee: (full name and address including postcode)

METRICON LAND PTY LTD ACN 006 939 948 of 501 Blackburn Road, Mount Waverly 3149

Directing Party: (full name)

Creation and/or Reservation and/or Covenant :

COVENANTS

The transferee for himself, his executors, administrators and transferees to the intent that the burden of the covenants below shall run with and bind the land hereby transferred ("**burdened land**") covenants with the transferor and the registered proprietors for the time being of every lot (other than the burdened land) in plan of subdivision PS415872B ("**plan**") other than lot 1132 on the plan ("**dominant lands**") whether the lots are transferred by the transferor before or after the burdened land, to the intent that the said covenants may be enforceable by the transferor and such persons as part of or for the purpose of effecting a general building scheme affecting all the dominant lands:

1 DWELLING AND CONSTRUCTION WORKS

~~1.1 not without the written consent of the transferor, sell, agree to sell or transfer the burdened land until a dwelling house has been erected on the burdened land;~~

Approval No: 399019A

ORDER TO REGISTER
Please register and issue title to

T2

Signed

Cust. Code:

STAMP DUTY USE ONLY

500

Original Transfer of Land
Stamped with: \$5,005.00
Trn: 1932259 30-JUN-2004
SRD Victoria Duty, M/D0



* Low Perfect Pty Ltd

30 JUN 2004

THE BACK OF THIS FORM MUST NOT BE USED

- 1.2 not to build more than one dwelling-house on the burdened land;
- 1.3 not to build a "granny-flat" on the burdened land;
- 1.4 not to subdivide the burdened land;
- 1.5 not to build a dwelling-house or any other improvements, or carry out any building or construction works on the burdened land unless copies of the building plans, elevations, site plans, set-back plans and schedules of colors and materials have been submitted to the transferor of Delfin Management Services Pty Ltd ("**Delfin**") and the transferor or Delfin has given its approval to the plans prior to the commencement of building works;
- 1.6 not to carry out any siteworks, excavation, filling or construct any fencing or retaining walls on the burdened land without the prior written consent of the transferor or Delfin;
- 1.7 not to delay or permit to be delayed the commencement or completion of any works that have been approved by the transferor or Delfin;
- 1.8 not to vary or allow any variation to any works that have been approved by the transferor or Delfin;

2 EXTERNAL STRUCTURES

- 2.1 not to erect any external sign, hoarding, tank, clothes line, letter box, mast or pole of any description or television antenna or radio aerial without prior written consent of the transferor or Delfin;
- 2.2 not to erect any external flood lights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure without the prior approval of the transferor or Delfin; and

3 USE OF PROPERTY

- 3.1 not to use the burdened land or any part thereof for any purpose other than as a private residence or dwelling, or for such other purpose or use as may be authorised in writing by Delfin.

The Covenants in this transfer shall cease to apply to or affect the burdened land on 1 January 2018.

Dated:

28/6/04

Execution and attestation

[Handwritten signature]
Vendor

See annexure page 3.

[Handwritten signature]
DIRECTOR

MARIO VITTORIO BIASIN

AC952564B

30/06/2004 \$314 45



Approval No:

T2 Page 2



* Law Perfect Pty Ltd



DAC952564B-2-5

THE BACK OF THIS FORM MUST NOT BE

ANNEXURE PAGE

Transfer of Land Act 1958

Approved Form A1
Victorian Land Titles Office

This is page 3 of *Approved Form T2* dated 28/6/04 between GILBERTSON'S PASTORAL COY. PTY LTD ACN 004 294 286 AND METRICON LAND PTY LTD ACN 006 939 948

Signatures of the parties

Panel Heading

SIGNED by GILBERTSON'S PASTORAL COY.)
PTY LTD by its duly appointed Attorney)
X DUNCAN ROSS MCLELLAN)
who certifies that he has received no notice)
of revocation of the Power of Attorney)
dated ~~22 January 2002~~ in the presence of:)
1 OCTOBER 2002)

X [Signature]

Witness

X [Signature]

THE COMMON SEAL of METRICON LAND)
PTY LTD was affixed in the presence of an)
authorised person:)

Director
Name of Director: Mario Vittorio Biasin
Address: 501 Blackburn Road, Mount Waverley, 3149



Secretary
Name of Secretary: Christopher Spencer Clapp
Address: 24 Arranmore Avenue, Black Rock, 3193



AC952564B

Approval No: 399019A

A1

1. If there is insufficient space to accommodate the required in *Form* insert the words "See Annexure Page 2" (or as the case on the Annexure Page under the appropriate panel heading. **PAGE IS NOT TO BE USED**
2. If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

30/06/2004 \$314 45






Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 15/12/2025 03:45:31 PM

Status	Registered	Dealing Number	AS226108R
Date and Time Lodged	04/06/2019 11:06:09 AM		

Lodger Details

Lodger Code	16089P
Name	NATIONAL AUSTRALIA BANK LTD
Address	
Lodger Box	
Phone	
Email	
Reference	834550233 sale ACTIO

MORTGAGE

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

Privacy Collection Statement

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

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

10730/327

Mortgagor

Given Name(s)	JASKARAN SINGH
Family Name	RAI
Given Name(s)	JASVEER KAUR
Family Name	RAI

Mortgagee

Name	NATIONAL AUSTRALIA BANK LIMITED
ACN	004044937
Australian Credit Licence	230686
Address	
Street Number	800
Street Name	BOURKE



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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	AA1791
(b) Additional terms and conditions	Nil

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; 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	NATIONAL AUSTRALIA BANK LIMITED
Signer Name	GAVIN LUM
Signer Organisation	NATIONAL AUSTRALIA BANK LIMITED
Signer Role	AUTHORISED SIGNATORY
Execution Date	04 JUNE 2019

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS415872B
Number of Pages (excluding this cover sheet)	3
Document Assembled	19/01/2026 20:23

Copyright and disclaimer notice:

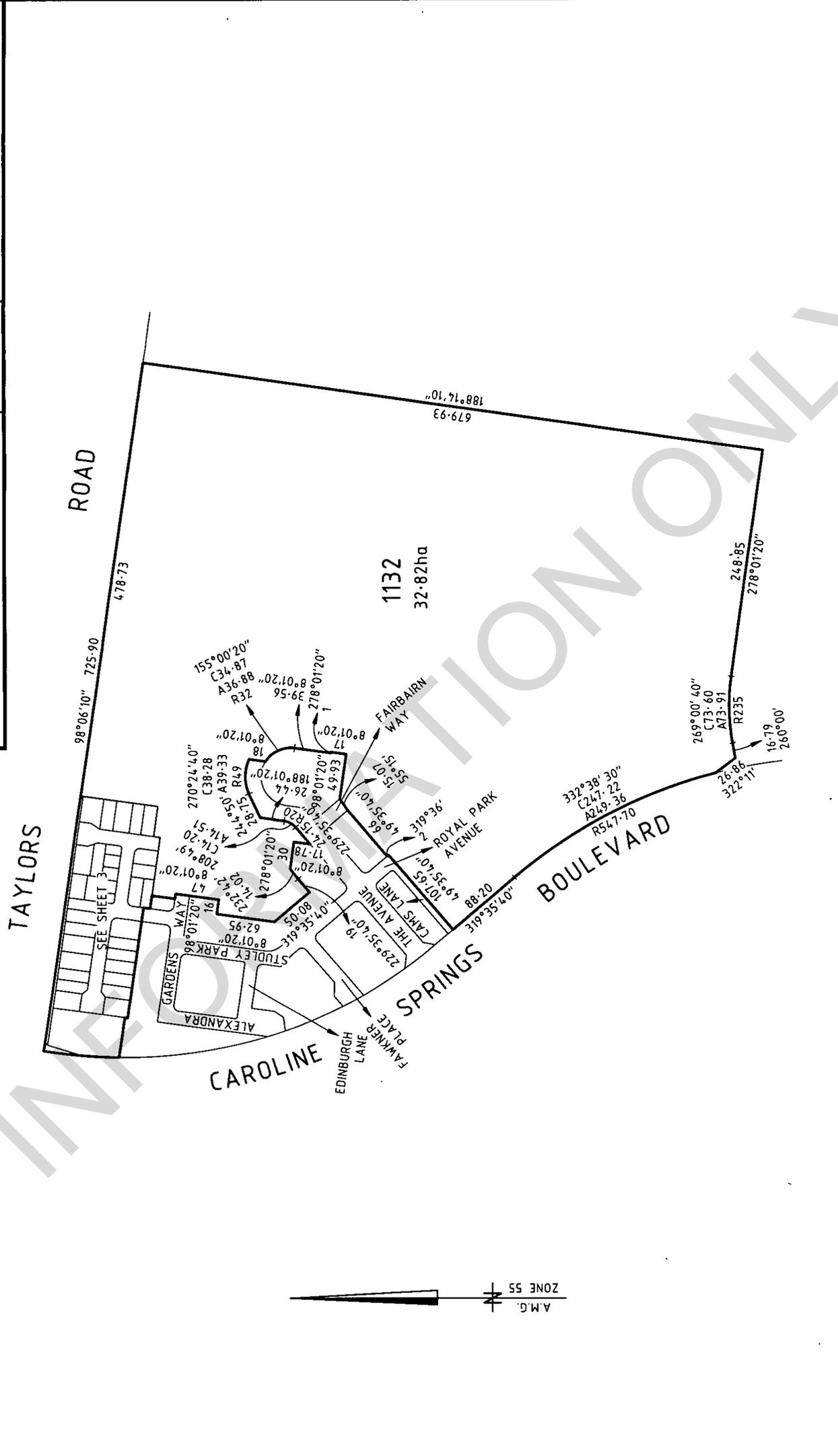
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION

STAGE No. 

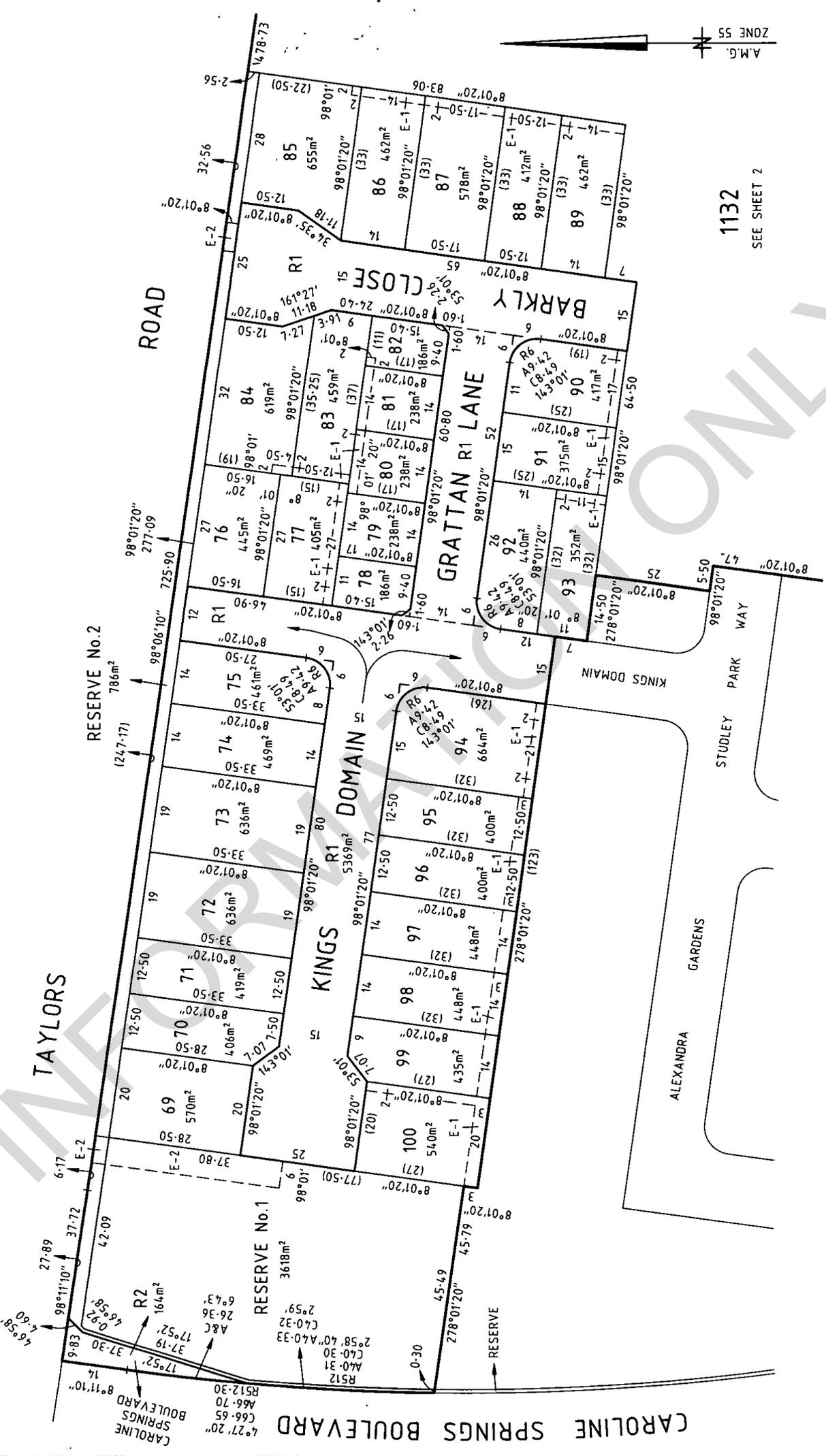
PLAN NUMBER
PS 415872B



 EARTHTECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477	SCALE  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE SCALE 1:4000 A3	LICENSED SURVEYOR (PRINT).....ALAN EDWARD ROLLEY..... SIGNATURE REF 0497150-072	SHEET 2 OF 3 SHEETS DATE COUNCIL DELEGATE SIGNATURE
	VERSION C	DATE	DATE	DATE

PLAN OF SUBDIVISION

STAGE No.  PLAN NUMBER
PS 415872B



1132
SEE SHEET 2



EARTHTECH Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477	SCALE 8 0 8 16 24 32 40 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:800	SHEET SIZE A3	LICENSED SURVEYOR (PRINT)..... ALAN EDWARD ROLLEY..... SIGNATURE DATE REF 0497150-072	SHEET 3 OF 3 SHEETS DATE COUNCIL DELEGATE SIGNATURE
	VERSION C				

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1215562

APPLICANT'S NAME & ADDRESS

RELIANCE CONVEYANCING C/- TRICONVEY (RESELLER) C/-
LANDATA

DOCKLANDS

VENDOR

RAI, JASKARAN SINGH

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

406117

This certificate is issued for:

LOT 96 PLAN PS415872 ALSO KNOWN AS 5 KINGS DOMAIN CAROLINE SPRINGS
MELTON CITY

The land is covered by the:

MELTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/melton>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

19 January 2026

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

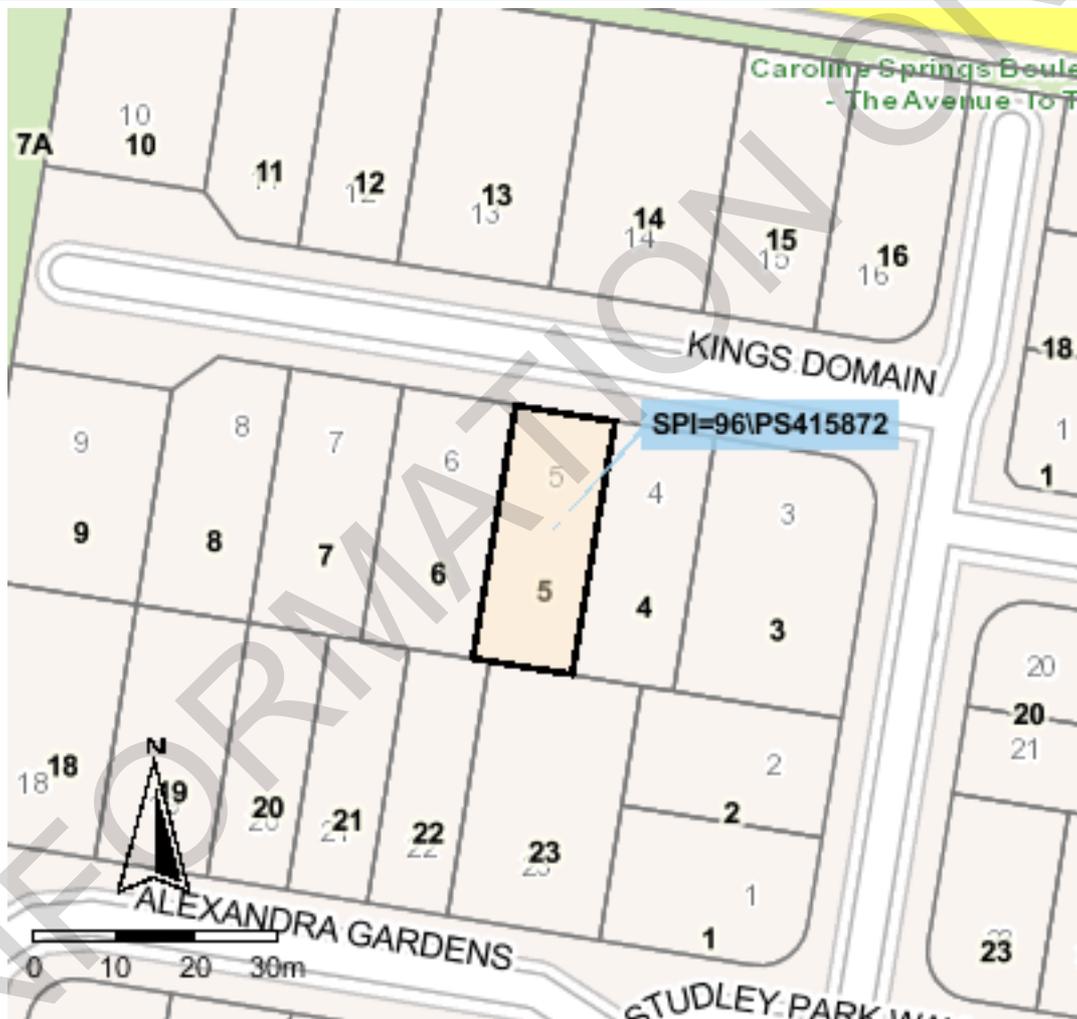
LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

Created at 15 December 2025 03:08 PM

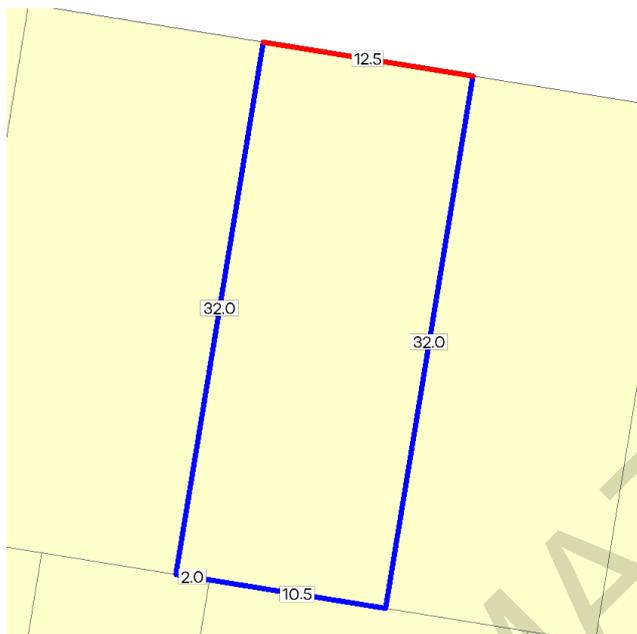
PROPERTY DETAILS

Address: **5 KINGS DOMAIN CAROLINE SPRINGS 3023**
 Lot and Plan Number: **Lot 96 PS415872**
 Standard Parcel Identifier (SPI): **96\PS415872**
 Local Government Area (Council): **MELTON**
 Council Property Number: **379065**
 Directory Reference: **Melway 356 G7**

www.melton.vic.gov.au

SITE DIMENSIONS

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



Area: 400 sq. m

Perimeter: 89 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **WESTERN METROPOLITAN**
 Legislative Assembly: **KOROROIT**

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.

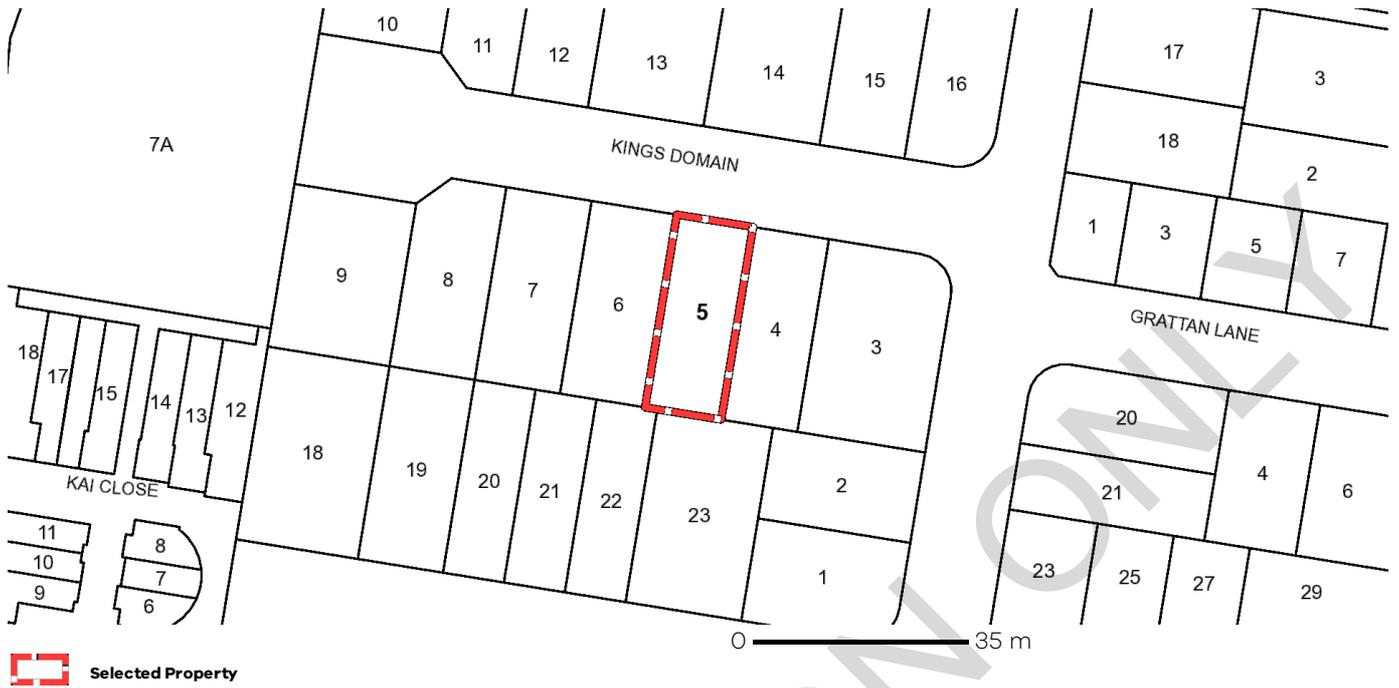
The Planning Property Report for this property can found here - [Planning Property Report](#)

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



From www.planning.vic.gov.au at 15 December 2025 03:08 PM

PROPERTY DETAILS

Address: **5 KINGS DOMAIN CAROLINE SPRINGS 3023**
Lot and Plan Number: **Lot 96 PS415872**
Standard Parcel Identifier (SPI): **96\PS415872**
Local Government Area (Council): **MELTON**
Council Property Number: **379065**
Planning Scheme: **Melton**
Directory Reference: **Melway 356 G7**

www.melton.vic.gov.au

[Planning Scheme - Melton](#)

UTILITIES

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

STATE ELECTORATES

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

[View location in VicPlan](#)

Planning Zones

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 1 \(RGZ1\)](#)



RGZ - Residential Growth

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

Planning Overlays

No planning overlay found

Copyright © - State Government of Victoria

Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Further Planning Information

Planning scheme data last updated on 10 December 2025.

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

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

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

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

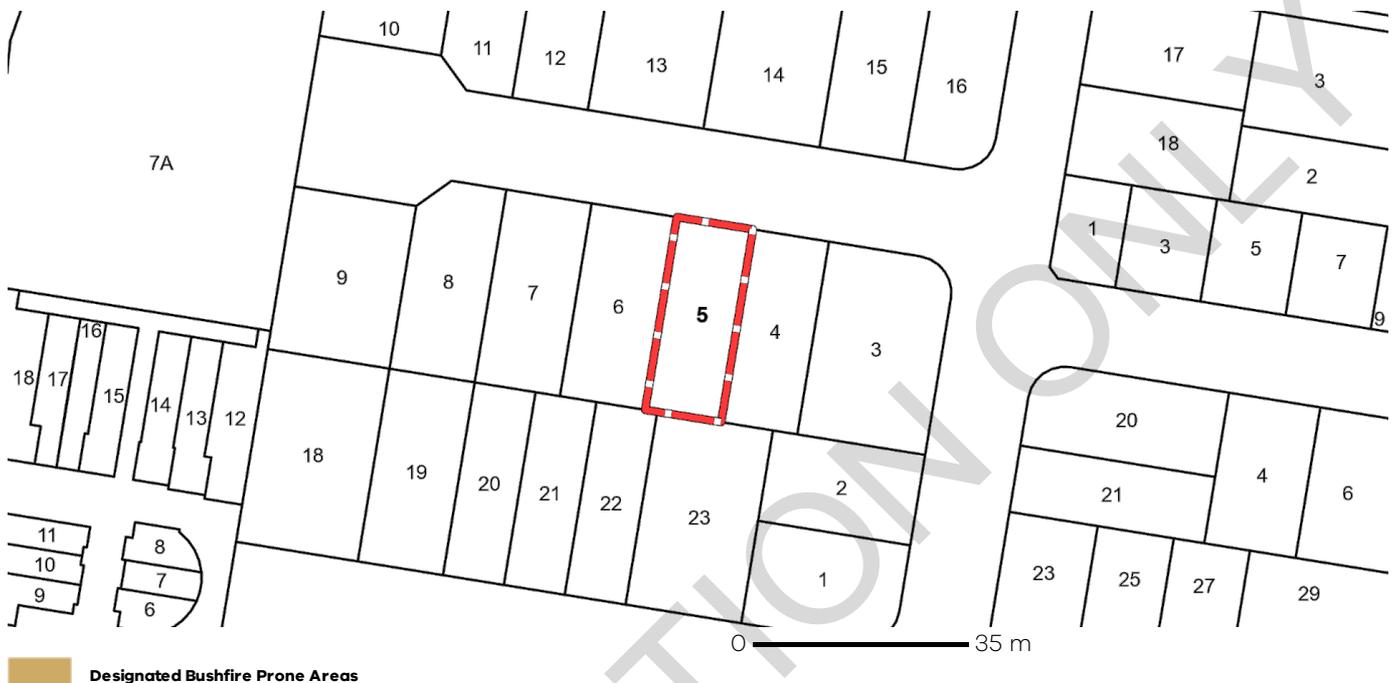
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

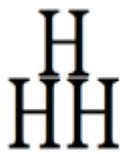
Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://www.environment.vic.gov.au) or please contact your relevant council.

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



Application Number: BLD20211968

FORM 2

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. BS-U 28986/7365368485060 03 February 2021

Issue to

Agent of Owner **Jaskaran and Jasveer Rai**
Postal Address **5 Kings Domain Caroline Springs** Postcode **3023**
Email **jkaurrai84@gmail.com**
Address for serving or giving of documents: **5 Kings Domain Caroline Springs** Postcode **3023**
Contact Person **Jaskaran and Jasveer Rai** Telephone **0424 014 611**

Ownership Details

Owner **Jaskaran and Jasveer Rai**
Postal Address **5 Kings Domain Caroline Springs** Postcode **3023**
Email **jkaurrai84@gmail.com**
Contact Person **Jaskaran and Jasveer Rai** Telephone **0424 014 611**

Property Details

Number **5** Street/Road **Kings Domain** Suburb **Caroline Springs** Postcode **3023**
Lot/s **96** LP/PS **PS415872B** Volume **1073** Folio **327**
Crown allotment Section No Parish County
Municipal District **Melton City Council**

Builder ^{Note 2:}

Name **Jaskaran and Jasveer Rai** Telephone **0424 014 611**
Address **5 Kings Domain Caroline Springs 3023**
*ACN/*ARBN:

This builder is specified under section 24B (2) of the **Building Act 1993** for the building work to be carried out under this permit.

Details of Building Practitioners and Architects

Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
Trevor G John	Engineer - Civil	EC 1618

Details of Domestic Building Work Insurance⁵

The issuer or provider of the required insurance policy is: **N/A**
Insurance policy number : **N/A**
Insurance policy date : **N/A**

Details of Relevant Planning Permit

Planning Permit No: **N/A**

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

Nature of Building Work

Construction of detached dwelling addition (Verandah/Pergola)

Storeys contains: **1**

Version of BCA applicable to permit: **2019 V2**

Cost of Building Work: **\$7,000.00**

Total floor area of new building work in **31 m²**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Part Ground Floor**

Class: **1a(a)**

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Footings Inspection, Prior to placing of concrete
2. Frame/Final Inspection

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

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

Commencement and Completion

This building work must commence by 03 February 2022

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

This building work must be completed by 03 February 2023

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

Relevant Building Surveyor

Name: **Rached Hachouch**

Address: **PO Box 458, SUNSHINE VIC 3020**

Email: **richard@hhhbc.com.au**

Building practitioner registration no.: **BS-U 28986**

Municipal district: **Melton City Council**

Permit no.: **BS-U 28986/7365368485060**

Date of issue of permit: **03 February 2021**



Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued. must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.
- Note 5 Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an Insurance policy as required under section 135 of **The Building Act 1993**.

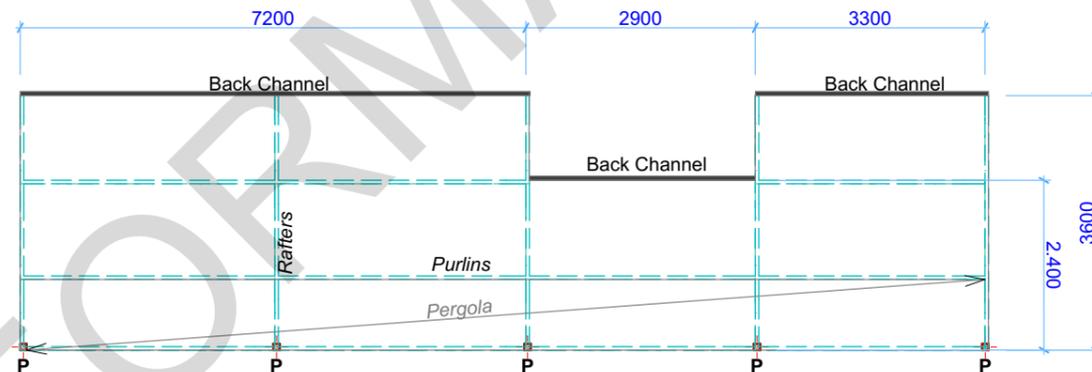
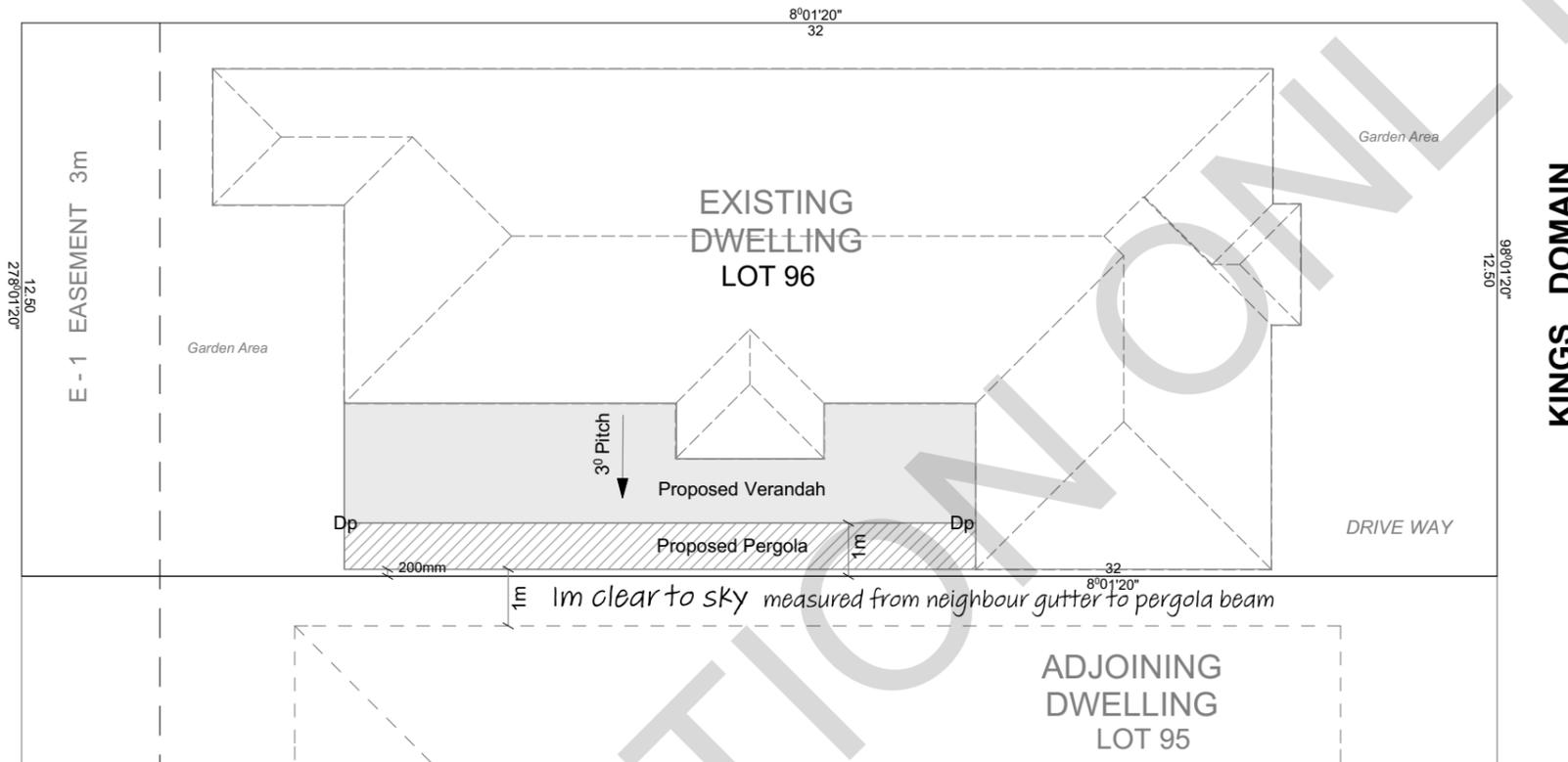
Annexures 'A'

Conditions of Approval

Building Permit No. BS-U 28986/7365368485060 Issued 03 February 2021

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Where a Town Planning Permit has been issued it is the Owners responsibility to comply with all conditions of the Town Planning Permit.
2. Verandah or Carport roof not designed for access by and support of any loads required to support owners or workmen or repairmen and any material – access is not allowed for to roof deck area.
3. The owner shall be responsible to comply with all Council Local Laws, which may affect the development including Asset Protection Permits and Litter containment.
4. A suitable qualified engineer and/or structural engineer must be engaged should any unforeseen soil conditions be encountered during the footing excavation stage.
5. A suitable qualified structural engineer must be engaged should any structural framing and/or connections not be adequately detailed on the drawings.
6. Any building works including site cuts and retaining walls or the like are excluded from this permit unless they are listed and shown on the Building Permit and endorsed plans. Any building works not listed/shown on the Building Permit will require a separate Building Permit to be obtained prior to commencing any such works.
7. Before building works is commenced additional permits and / or consents must be obtained under other relevant Acts and /or Regulations including Local Laws and Traffic Law.
8. The Owner is responsible to comply with any covenants of Section 173 Agreements, which may affect the property. The extent for which any restrictions affect the property should be confirmed with the proprietor's legal advisors.
9. All building works authorised by the above building permit shall be constructed in accordance with the Building Act 1993, Building Regulations 2018, Building Code of Australia and referenced Australian Standards.
10. Demolition works may be included as part of this Building Permit and if appropriate this work is specifically included by reference in the Form 2 and referenced approved Drawings.
11. An extension of time may be requested prior to the permit commencement or completion dates if work has not commenced or been completed. An application for an extension of time must be in writing, must detail why an extension of time is required and must be accompanied by the appropriate fee. An extension of time cannot be granted after the permit has lapsed.
12. Downpipes must be connected to existing storm water drain or to LPOD as per the relevant Council requirements.
13. Footings are to be founded to a depth where a minimum of 100kPa bearing capacity is achieved.
14. Stormwater drainage must comply with AS3500.3 and AS/NZS 3500.3.2 and Gutters and Downpipes must be installed in accordance with NCC 2019 Volume 2 Part 3.5.2. All stormwater shall be directed to the existing underground drainage system or conveyed to the legal point of discharge as directed by the relevant authority.
15. The owner and/or builder shall be responsible to define the boundaries of the title allotment prior to commencement of construction. If the boundaries of the title allotment cannot be identified, the owner and/or builder shall obtain a re-establishment surveyor plan by a licensed land surveyor prior to commencement of building work and to submit a copy to the relevant building surveyor.
16. The wind category conditions of this site as shown on the approved plans.



Materials Schedules:

- Rafters & Purlins - 140 x 48mm Stratco Beam.
- Column (P) - 100 x 100 x 2mm SHS embedded into footings.
- Footing - 300 x 300 x 600mm deep with 60mm corbel.
- Roof Sheetings - Trimclad Roofing.
- Gutter - Colorbond Quad gutter.
- Downpipe - 100 x 50mm RHS Colourbond.

NOTE: All connection details refer to Stratco Specifications page 18 to 23.

GENERAL NOTES:
 MAINTAIN TEMPORARY FENCING/BARRICADE & AUTHORISED ACCESS TO SITE DURING CONSTRUCTION. ALL DIMENSIONS, BOTH NEW & EXISTING, TO BE CHECKED & VERIFIED ONSITE PRIOR TO CONSTRUCTION. ALL WORKS TO BE CONSTRUCTED IN A PROPER & ACCEPTABLE TRADESMAN-LIKE MANNER. ALL WORK TO BE IN ACCORDANCE WITH BCA, RELEVANT AUSTRALIAN STANDARDS AND RELEVANT BUILDING SURVEYORS REQUIREMENTS. BUILDING RUBBLE MATERIAL TO BE REMOVED FROM SITE AS REQUIRED AND MUST NOT BE HAZARDOUS TO THE PUBLIC OR THOSE WORKING ONSITE. TECHNIQUES ARE TO BE ADOPTED TO MINIMISE THE RELEASE OF DUST INTO THE ATMOSPHERE. PRECAUTIONS ARE TO BE IN PLACE TO MINIMISE THE SPREAD OF MUD & DEBRIS, BY VEHICLE EXITING THE SITE. NOISE TO BE MINIMISED. SUITABLE PORTABLE FIRE EXTINGUISHERS TO BE AVAILABLE AT ALL TIMES. THE BUILDER IS TO PREVENT ANY ACTIVITY FROM CAUSING DAMAGE TO ADJOINING SITES. DRAINAGE TO COMPLY WITH AS 3500.4. ALL FOOTINGS TO COMPLY WITH AS 2870-2011. TIMBER FRAMING TO COMPLY WITH AS 1684.2-2010 ALL GLAZING SHALL BE IN ACCORDANCE WITH AUSTRALIAN STANDARDS A.S. 1288-2006. ALL MATERIALS AND METHOD OF CONSTRUCTION, TESTING ETC. SHALL COMPLY WITH RELEVANT AUSTRALIAN STANDARDS & CURRENT BUILDING CODE OF AUSTRALIA.

**FLOOR PLAN
 SCALE 1:100**

THIS DRAWING / SPECIFICATION/DOCUMENT FORMS PART OF THE BUILDING PERMIT NO 7365368485060

DATED 03/02/2021

PROPOSED VERANDAH & PERGOLA
 AT: 5 KINGS DOMAIN
 CAROLINE SPRINGS VIC 3023

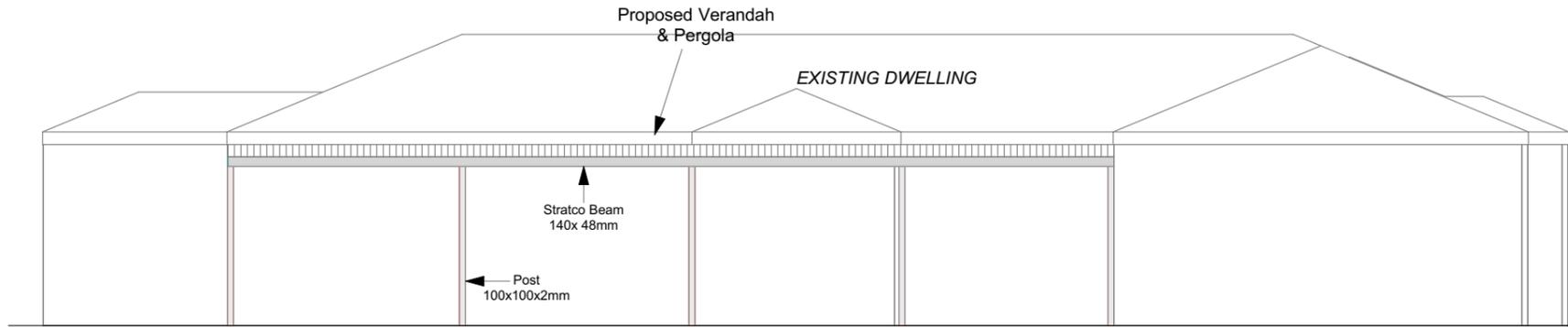
OWNER: JASKARAN & JASVEER RAI
 Drawn by: Duc Nygyen

SITE ANALYSIS:

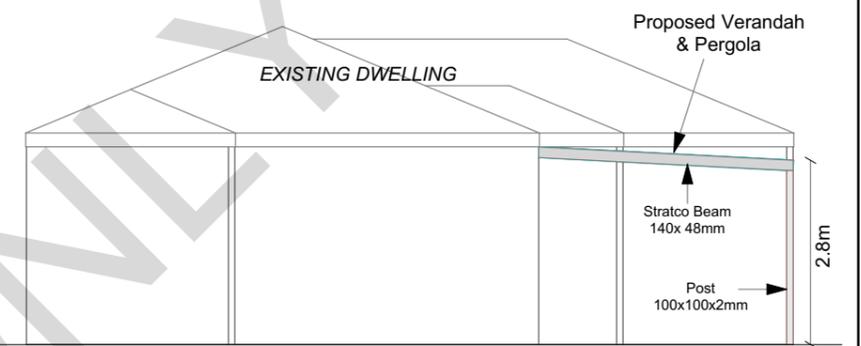
SITE AREA: 400 m²
 EXISTING BUILDING: 190 m²
 PROPOSED VERANDAH: 31.36 m²
 SITE COVERAGE: 55.34%
 GARDEN AREA: 26%

**SITE PLAN
 SCALE 1:150**

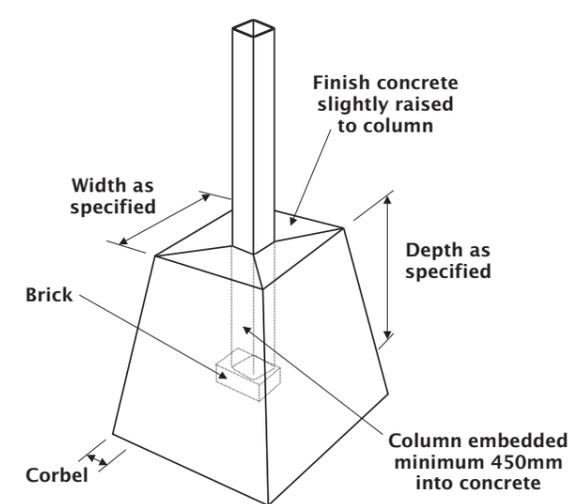




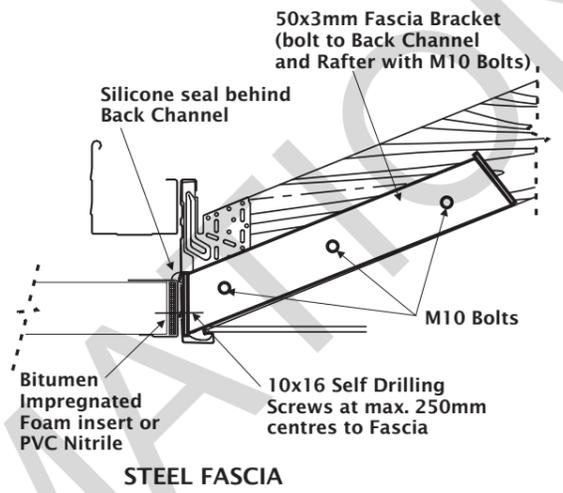
EAST ELEVATION
SCALE 1:100



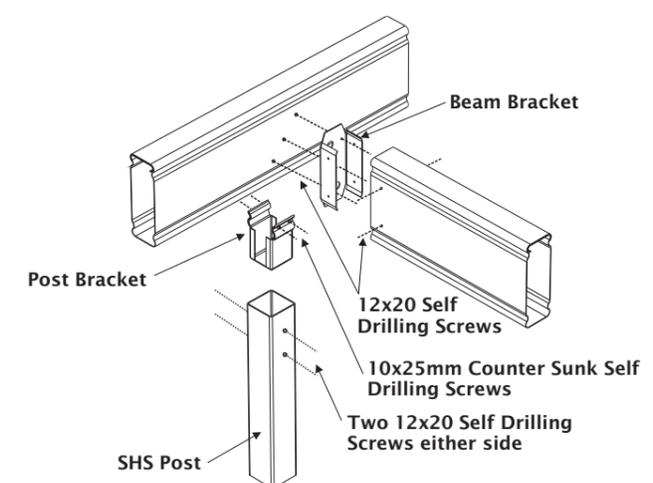
SOUTH ELEVATION
SCALE 1:100



FOOTING



BACK CHANNEL CONNECTION



POST & BEAMS CONNECTION

GENERAL NOTES:
 MAINTAIN TEMPORARY FENCING/BARRICADE & AUTHORISED ACCESS TO SITE DURING CONSTRUCTION. ALL DIMENSIONS, BOTH NEW & EXISTING, TO BE CHECKED & VERIFIED ONSITE PRIOR TO CONSTRUCTION. ALL WORKS TO BE CONSTRUCTED IN A PROPER & ACCEPTABLE TRADESMAN-LIKE MANNER. ALL WORK TO BE IN ACCORDANCE WITH BCA, RELEVANT AUSTRALIAN STANDARDS AND RELEVANT BUILDING SURVEYORS REQUIREMENTS. BUILDING RUBBLE MATERIAL TO BE REMOVED FROM SITE AS REQUIRED AND MUST NOT BE HAZARDOUS TO THE PUBLIC OR THOSE WORKING ONSITE. TECHNIQUES ARE TO BE ADOPTED TO MINIMISE THE RELEASE OF DUST INTO THE ATMOSPHERE. PRECAUTIONS ARE TO BE IN PLACE TO MINIMISE THE SPREAD OF MUD & DEBRIS, BY VEHICLE EXITING THE SITE. NOISE TO BE MINIMISED. SUITABLE PORTABLE FIRE EXTINGUISHERS TO BE AVAILABLE AT ALL TIMES. THE BUILDER IS TO PREVENT ANY ACTIVITY FROM CAUSING DAMAGE TO ADJOINING SITES. DRAINAGE TO COMPLY WITH AS 3500.4. ALL FOOTINGS TO COMPLY WITH AS 2870-2011. TIMBER FRAMING TO COMPLY WITH AS 1684.2-2010 ALL GLAZING SHALL BE IN ACCORDANCE WITH AUSTRALIAN STANDARDS A.S. 1288-2006 ALL MATERIALS AND METHOD OF CONSTRUCTION, TESTING ETC. SHALL COMPLY WITH RELEVANT AUSTRALIAN STANDARDS & CURRENT BUILDING CODE OF AUSTRALIA.

Materials Schedules:
 Rafters & Purlins - 140 x 48mm Stratco Beam.
 Column (P) - 100 x 100 x 2mm SHS embedded into footings.
 Footing - 300 x 300 x 600mm deep with 60mm corbel.
 Roof Sheetings - Trimclad Roofing.
 Gutter - Colorbond Quad gutter.
 Downpipe - 100 x 50mm RHS Colourbond.

NOTE: All connection details refer to Stratco Specifications page 18 to 23.

THIS DRAWING / SPECIFICATION/DOCUMENT FORMS
 PART OF THE BUILDING PERMIT NO 7365368485060

DATED 03/02/2021

<p>PROPOSED VERANDAH & PERGOLA AT: 5 KINGS DOMAIN CAROLINE SPRINGS VIC 3023</p> <p>OWNER: JASKARAN & JASVEER RAI</p>	<p>SITE ANALYSIS:</p> <table border="0"> <tr> <td>SITE AREA:</td> <td>400 m²</td> </tr> <tr> <td>EXISTING BUILDING:</td> <td>190 m²</td> </tr> <tr> <td>PROPOSED VERANDAH:</td> <td>31.36 m²</td> </tr> <tr> <td>SITE COVERAGE:</td> <td>55.34%</td> </tr> <tr> <td>GARDEN AREA:</td> <td>26%</td> </tr> </table>	SITE AREA:	400 m ²	EXISTING BUILDING:	190 m ²	PROPOSED VERANDAH:	31.36 m ²	SITE COVERAGE:	55.34%	GARDEN AREA:	26%	<p>ELEVATION PLAN</p> <p>Page 2/2 Date: 2 February 2021 Rev.A</p>
SITE AREA:	400 m ²											
EXISTING BUILDING:	190 m ²											
PROPOSED VERANDAH:	31.36 m ²											
SITE COVERAGE:	55.34%											
GARDEN AREA:	26%											

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Reliance Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 406117

NO PROPOSALS. As at the 19th January 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

5 KINGS DOMAIN OTHER, CAROLINE SPRINGS 3023
CITY OF MELTON

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 19th January 2026

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 79386110 - 79386110202153 '406117'

Mr J S & Mrs J K Rai
5 Kings Domain
CAROLINE SPRINGS VIC 3023

Account number

90230 50000

Tax Invoice 902493968983

Date of issue 17 Sep 2025

Service address

5 Kings Domain, Caroline Springs
VIC, 3023

Amount to pay

\$185.76

Previous bill	\$355.38
Payments received	-\$355.38
Balance	\$0.00
Current charges	\$185.76
Total charges	\$185.76

Please see page 2 for detailed information

Pay by

13 Oct 2025

Having trouble
paying your bill?

Call us on **13 44 99** or visit
gww.com.au/accounts-billing

Payment options

Greater Western Water ABN 70 066 902 467



Direct debit

Set up direct debit
at gww.com.au or
call **13 44 99**



BPAY

Billers code: **8789**
Ref: **90230500007**
Go to bpay.com.au

© Registered to BPAY
Pty Ltd

ABN 69 079 137 518



Credit card

Pay by credit card
at gww.com.au or
call **13 44 99**



Australia Post

Billpay code: **0362**
Ref: **0902 3050 0006**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via AusPost app

Centrepay

Make regular deductions
from your Centrelink
payments.
Call **13 44 99** or visit
centrelink.gov.au
Greater Western Water
reference: **555-054-071-L**
Your account number:
90230 50000



Usage and charges

Outstanding balance					\$0.00
Your network charges ¹					
	Charge period				Amount
Water	01/07/2025 - 30/09/2025				\$56.52
Sewer	01/07/2025 - 30/09/2025				\$75.11
Total network charges					\$131.63
Other charges and adjustments					
	Charge period	Net annual value (NAV)	Rate in NAV \$	Minimum	Charge (\$)
Waterways & Drainage ² For Melbourne Water	01/07/2025 - 30/09/2025	\$7,434.00	\$31.50		\$31.50
Parks ³ For the Dept. of Energy, Environment and Climate Action	01/07/2025 - 30/09/2025	\$7,434.00	\$22.63		\$22.63
Total other charges and adjustments					\$54.13

Your total charges

\$185.76

*From 1 July 2025, our prices changed as part of our annual update. This was approved by the Essential Services Commission, the independent economic regulator for Victoria's water industry. To learn more about our process and what your bill pays for, visit gww.com.au/pricesandcharges

Privacy statement

Greater Western Water actively complies with the Privacy and Data Protection Act 2014 (Vic) and is committed to protecting the privacy and personal information of our customers. Read our privacy policy at gww.com.au/privacy or email contact@gww.com.au to update your personal information.

Your charges explained

- 1. Water and sewerage network** charges help us maintain and upgrade thousands of kilometres of water and sewer pipes
- 2. The waterways and drainage charge** helps Melbourne Water keep our waterways healthy and protected
- 3. The parks charge** supports Parks Victoria to look after Melbourne's major parks, gardens, trails, and zoos

For more information visit gww.com.au/charges

We're here to help

13 44 99

Enquiries and support
(8:30am to 5pm,
Monday to Friday)

Faults and emergencies
(24 hours)

03 9313 8989

Support in other languages

13 36 72

Relay Service

You could be eligible for a

concession if you hold a valid health care, pension or Veterans' Affairs gold card, apply at gww.com.au/concession

We're here to help

There are options available if you're having trouble paying your bill visit gww.com.au/financial-support



Here for you now and planning for tomorrow

We're making steady progress fixing the problems caused by our new billing system. There's still more to do and we'll keep you updated along the way. We've also made it easier to get in touch with us in person so you can speak to someone directly if you need support. Thanks for your continued patience, we really appreciate it as we work to get things back on track.

We're also planning ahead to meet the challenges of a growing population and a changing climate.

With dry conditions putting more pressure on our water supplies, we're taking action now. That includes making the most of all available sources - like desalinated water, recycled water and stormwater - and working with our partners so there is enough water for all our customers, now and in the future.

There's action you can take too. By using water wisely, you're helping to stretch our supplies further and every action helps.

Maree



Maree Lang
Managing Director
Greater Western Water



Save water now and for the months ahead

Melbourne's water storages are lower than previous years and with more people using water, demand is rising faster than rainfall can keep up. At the same time, dry conditions continue across Victoria with water restrictions in place in some towns.

We're planning ahead by expanding our recycled water network, along with using other sources like desalinated water and stormwater where we can, to ease pressure on drinking water supplies.

Let's aim for **Target 150** - that's 150 litres per person, per day. Here's how you can help:

- Keep showers short
- Run full dishwasher loads on eco-mode
- Mulch garden beds to hold in moisture

And don't forget, Permanent Water Saving Rules are always in place to help make water-wise habits part of everyday life.

Get more tips at
gww.com.au/saving-water-home

Here to help with billing support

We know the transition to our new billing system hasn't been smooth for everyone, but we're making good progress and getting things back on track.

To make it easier for you to get support, we have a range of options in place:

- **Extended hours:** Our call centre is open 8am to 7pm weekdays and 9am to 5pm weekends.
- **Skip the wait:** Use our callback feature to hold your place in the queue.
- **In-person help:** Visit us at our customer hubs in Sunbury and Footscray.

We're focused on continuing to improve your experience. For the latest updates and support, visit gww.com.au/billingupdates



Spotted a fault? Here's what to do

There's a few ways you can let us know if something doesn't look right.

If it's an emergency, like gushing water, no water supply or every fixture in your house is blocked, call 13 44 99, 24 hours a day, 7 days a week.



If you're out, you can report a fault on your mobile using the Snap Send Solve app. Download the app, snap a photo of the issue and send it in.

You can also report a fault on our website, go to gww.com.au/reportfault

Acknowledgement of Country

Greater Western Water respectfully acknowledges the Traditional Owners of the lands and waters upon which we work and operate, the peoples of the Kulin Nation. We pay our deepest respects to their Elders past and present who continue to forge the way ahead for their emerging leaders.

Our new prices started 1 July

Each year, the Essential Services Commission approves adjustments to our prices to reflect changes in the cost of delivering safe and reliable water services to you. Our updated prices apply to your water bill from 1 July 2025 and are available on our website.

Learn more at [gwww.com.au/charges](https://www.com.au/charges)

What your bill pays for

Your bills contribute to so much more than just the safe, reliable drinking water that comes out of your tap.

You're helping to pay for the continual upgrade and development of the infrastructure we need to treat and supply water for our communities.

We also collect some charges on behalf of other government agencies.

Learn more about what your bill pays for at [gwww.com.au/charges](https://www.com.au/charges)



24%

Water supply

Part of your bill goes towards distributing water to all of the homes, schools and businesses across our service area.



24%

Infrastructure

We're continually upgrading and building essential infrastructure, including treatment plants and thousands of kilometres of pipes.



22%

Operating costs

Everyday operations like 24/7 emergency repairs, customer service support and maintaining local waterways, parks and green spaces.



13%

Wastewater services

We remove, treat and dispose of wastewater from your home. This includes what you flush down the toilet to what goes down the kitchen sink, ensuring it's treated responsibly to protect public health and the environment.



10%

Waterways and drainage charge

We collect this charge for Melbourne Water. It helps protect and improve the health of our waterways and supports flood warning systems.



7%

Parks charge

We collect the parks charge from property owners for the Department of Energy, Environment and Climate Action, to help them maintain Melbourne's iconic parks, trails, zoos and waterways and the Shrine of Remembrance.

This is only charged to properties in the Melbourne metropolitan area.

Recycled water flows at the zoo

A new recycled water pipeline connecting the Werribee Open Range Zoo and the Werribee Recycled Water Plant is ensuring that the resident herd of nine Asian elephants have a steady supply of water to enjoy, as part of their 22-hectare sanctuary.

The pipeline delivers around 150 million litres of Class A recycled water annually, with capacity to expand to 400 million

litres as the zoo grows. This specially treated water provides a reliable, fit-for-purpose supply for elephants, hippopotamuses, and landscape irrigation, reducing reliance on precious drinking water or water sourced from local waterways.

Read more about the pipeline at [gwww.com.au/recycledwateratthetoo](https://www.com.au/recycledwateratthetoo)



Contact us

Call **13 44 99**

Visit [gwww.com.au](https://www.com.au)



@greaterwesternwater



@greaterwesternwater



@GWWVic



@greaterwesternwater

2nd Instalment Notice Rates & Charges

For the period 1 July 2025 to 30 June 2026

2025/2026

T: (03) 9747 7200
W: melton.vic.gov.au
E: revenue@melton.vic.gov.au



A.B.N 22 862 073 889

Date of Issue: 22/10/2025

Mr J S & Mrs J K Rai
51 Woodlea Boulevard
AINTREE VIC 3336

Arrears will be
charged interest at
10% P.A.

Assessment Number

379065

Arrears Amount

Due

Pay this amount

\$535.90

Not later than

30/11/2025

Property Location 5 Kings Domain CAROLINE SPRINGS VIC 3023
Description LOT 96 PS 415872B V/F 10730/327

Ward
LAKE CAROLINE

Capital Improved Value
\$660,000

Site Value
\$440,000

Net Annual Value
\$33,000

PRESCRIBED DATE OF VALUATION: 01/01/2025

EFFECTIVE DATE OF VALUATION: 01/07/2025

If you have a current payment arrangement or direct debit, continue with your payments as agreed.
Retain this notice for your records, additional copies will incur a fee.

Second Instalment Amount

\$535.90

1st Instalment 30/09/2025

2nd Instalment 30/11/2025

\$535.90

3rd Instalment 28/02/2026

\$535.90

4th Instalment 31/05/2026

\$535.90

Total Balance

\$1,607.70

Personal information is collected and used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.



Payment Reference No.
001003790654



Billers Code: 1123



melton.vic.gov.au



1300 067 479



*330000003790654

ASSESSMENT NUMBER 379065

RATE PAYER Mr J S & Mrs J K Rai

PROPERTY LOCATION 5 Kings Domain CAROLINE SPRINGS VIC 3023



Scan here to pay

Amount Payable

\$535.90



GO GREEN. GO ELECTRONIC.

Receive your rates notices via email

Register now at melton.enotices.com.au
with eNotices reference number:

2EB2ADD12K



MELTON CITY COUNCIL

IMPORTANT INFORMATION REGARDING RATES AND CHARGES

Hardship

If you are having difficulty paying your rates you may apply for a payment plan, deferral or hardship. Refer to Council's website to view our Financial Assistance (Rates and Charges) Policy.

Penalties for late payments

Amounts not paid by the due dates shown on this notice will be charged interest at 10% per annum from the due date of each instalment, unless an approved payment plan is in place.

All payments will be allocated as follows:

1. Legal costs owing (if any);
2. Arrears interest owing (if any);
3. Arrears owing;
4. Current owing.

Notice of valuation

This property has been valued at the prescribed date shown on the front of this notice, along with the effective date. Any amendment to the valuation may result in change to your rates, for which a supplementary rate notice will be issued. The basis of the assessment is the Capital Improved Value for the calculation of the Municipal rates. The State Revenue Office uses the Site Value in assessing land tax.

Australian Valuation Property Classification Code

The AVPCC represents the existing land use of the property for Valuation Best Practice valuation purposes and for determining the appropriate land use classification for the Emergency Services and Volunteer Fund.

Objection to valuation

You have a right under section 16/17 of the Valuation of Land Act 1960 to object to the valuation on a number of grounds (Sec 17). Objections must be lodged on the prescribed form (Sec 18) within two (2) months of the issue of the valuation notice or any supplementary notice. Contact us for further information.

Appeal against the rates

A ratepayer has the right under the Local Government Act 1989 to

(i) apply to the Victorian Civil and Administration Tribunal under section 183 of the Act for a review in relation to a differential rating;

(ii) appeal to the County Court under section 184 of the Act for a review in relation to a rate or charge;

The appeal must be lodged in both instances within 60 days after first receiving written notice of the rate or charge. The grounds for appealing and the procedure for making an application are set out in the respective sections listed above.

NOTE: Lodging an appeal or objection does not prevent recovery of rates, charges and Emergency Services and Volunteer Fund. Interest will still be charged on overdue amounts.

Emergency Services and Volunteers Fund

The owner(s) of rateable land under the Emergency Services and Volunteers Fund Act 2012 (Sec 27), may apply for a waiver or deferral. In addition, the owner(s) of non-rateable land, which is leviable for the Emergency Services and Volunteers Fund can also apply for a waiver or deferral. Further information is available at sro.vic.gov.au/esvf

Are you a pensioner?

Council offers rates assistance for pensioners of \$90.00 in addition to a \$266.00 (maximum) State Government rebate and \$50.00 fixed rebate for the Emergency Services and Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans Affairs Gold Card (War Widow or TPI). **Health Care and Senior cards are ineligible**

Change of address/ownership

The property owner must notify Council in **writing** of any change of postal and residential address. Failure to do so may result in interest and legal fees being payable. A Notice of Acquisition is required for any ownership changes.

Differential rate comparison

Council is required to provide the following rate comparison information. It shows what rates would have been raised if your property was classified with an alternative differential rate. This only applies to General Rates and does not include Emergency Services and Volunteer Fund or Waste Charges. Refer to Council's website for information in relation to the differential rating categories.

General Rate	0.0021158	
Vacant Land	0.0035969	
Extractive Industry Land	0.0060935	
Commercial/Industrial Developed Land	0.0033853	
Commercial/Industrial Vacant Land	0.0047606	
Retirement Village Land	0.0017984	
Rural Living Land	0.0019042	
Rural Land	0.0015234	
Urban Growth Land	0.0016926	

Rate cap

Council has complied with the Victorian Government's rates cap of 3 per cent. The cap applies to the average annual increase of rates and charges. The rate and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- (i) the valuation of your property relative to the valuation of other properties in the municipal district;
- (ii) the application of any differential rate by Council;
- (iii) the inclusion of other rates and charges not covered by the Victorian Government's rates cap.

PAYMENT METHODS

 INTERNET	 BY PHONE	 IN PERSON	 BY MAIL
To make payments using your MasterCard or Visa, please visit melton.vic.gov.au/onlinepayments	Payments can be made using your MasterCard or Visa by ringing 1300 067 479 with your reference and following the prompts. This facility is available 24 hours a day 7 days a week. (Minimum \$5)	<p>Australia Post Payments can be made in-store at Australia Post using cash, cheque or debit cards only. (Minimum \$25 per notice)</p> <p>Melton Civic Centre 232 High Street, Melton 3337</p> <p>Melton Library & Learning Hub 31 McKenzie Street Melton 3337</p> <p>Caroline Springs Civic Centre/Library 193-201 Caroline Springs Boulevard Caroline Springs 3023</p> <p>Payments can be made by cash, cheque, debit cards, MasterCard or Visa.</p> <p>Refer to our website for hours.</p>	<p>Send your payment (cheques/money order only) with the deposit slip to the Melton City Council, PO Box 21, Melton Vic 3337.</p> <p>If mailing please allow sufficient time as Council is not responsible for any postal delays.</p>
 BPAY Contact your bank to make payment directly from your account. (Minimum \$25) More info: bpay.com.au Bill code: 1123	 DIRECT DEBIT FlexiPay Payments can be deducted from your Bank Account or Credit Card. To setup a direct debit, scan the QR code on the front of the notice or visit melton.vic.gov.au/rates		 CENTREPAY To set up deductions from your Centrelink payments, contact Centrelink and provide Council's CRN 555 054 346L, and your 12 digit Payment Reference No. To discuss the amount to pay, contact Council.

